1.

October 3, 2018 Legislative Agendas

Documents:

R-10-3-18.pdf
PW-10-3-18.pdf
PL-10-3-18.pdf
MA-10-3-18.pdf
GS-10-3-18.pdf
H-10-3-18.pdf
PS-10-3-18.pdf
TV-10-3-18.pdf
F-10-3-18.pdf
E-10-3-18.pdf
VS-10-3-18.pdf

2.

Additional Information

Documents:

RULES COMMITTEE, 10-03-18.pdf

3.

Additional Information 10-3-18

Documents:

PUBLIC SAFETY COMMITTEE, 10-03-18.pdf
FINANCE COMMITTEE, 10-03-18.pdf
HEALTH AND SOCIAL SERVICES COMMITTEE, 10-03-18.pdf

4.

Additional Information

Documents:

E-118-18 ADDITIONAL BACKUP NCWEB.pdf
B-4-18 ADDITIONAL BACKUP NCWEB (2).pdf
B-10-18 ADDITIONAL BACKUP NCWEB.pdf

B-16-18 ADDITIONAL BACKUP NCWEB.pdf

5.

Contracts

Documents:

A-48-18 NCWEB.pdf
A-52-18 NCWEB.pdf
B-3-18 NCWEB .pdf
E-112-18 NCWEB.pdf
E-113-18 NCWEB.pdf
U-25-18 NCWEB.pdf

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

RULES COMMITTEE

OCTOBER 3, 2018 1:00 PM

Richard Nicolello – 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	Summary
512-18	**OMB**	**F, R**	**ORDINANCE NO.-2018** AN ORDINANCE TO ADOPT THE NASSAU COUNTY BUDGET FOR THE TWELVE-MONTH 2019 FISCAL YEAR, BEGINNING JANUARY 1, 2019, AND ENDING DECEMBER 31, 2019; TO APPROPRIATE REVENUES AND THE TOTAL AMOUNT OF MONIES TO BE RAISED BY TAXATION WITHIN THE TOWNS AND CITIES OF THE COUNTY OF NASSAU FOR COUNTY; COUNTY FIRE PREVENTION, SAFETY, COMMUNICATION AND EDUCATION FUND; COUNTY POLICE HEADQUARTERS; COUNTY POLICE DISTRICT; COUNTY DEBT SERVICE; COUNTY SEWER AND STORM WATER RESOURCES DISTRICT; COUNTY SEWER AND STORM WATER FINANCE AUTHORITY FUND AND COUNTY ENVIRONMENTAL BOND FUND PURPOSES FOR THE AFOREMENTIONED 2019 FISCAL YEAR PURSUANT TO THE PROVISIONS OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY, THE NASSAU COUNTY ADMINISTRATIVE CODE, THE REAL PROPERTY TAX LAW OF THE STATE OF NEW YORK, THE COUNTY LAW, THE LOCAL FINANCE LAW, THE GENERAL MUNICIPAL LAW AND CHAPTER 14 OF THE LAWS OF 1995. 512-18(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
513-18	**OMB**	**F, R**	**ORDINANCE NO.-2018** AN ORDINANCE FIXING THE TAX RATES AND LEVYING TAXES FOR THE TWELVE-MONTH 2019 FISCAL YEAR, BEGINNING JANUARY 1, 2019, AND ENDING DECEMBER 31, 2019, UPON TAXABLE PROPERTIES WITHIN THE TOWNS AND CITIES OF THE COUNTY OF NASSAU FOR COUNTY; COUNTY FIRE PREVENTION, SAFETY, COMMUNICATION AND EDUCATION FUND; COUNTY POLICE HEADQUARTERS; COUNTY POLICE DISTRICT; NASSAU COMMUNITY COLLEGE; COUNTY NEW YORK STATE PROPERTY TAX REFUND; COUNTY ENVIRONMENTAL BOND FUND; NASSAU COUNTY SEWER AND STORM WATER RESOURCES DISTRICT FUND; COUNTY DISPUTED ASSESSMENT FUND; AND FOR THE AFOREMENTIONED 2019 FISCAL YEAR FOR TOWN, TOWN HIGHWAY, TOWN GENERAL FUND, TOWN GENERAL FUND-PART TOWN, TOWN SPECIAL DISTRICT, UNPAID WATER CHARGES IN ARREARS, TOWN SIDEWALK AND CURB ASSESSMENT AND OTHER LAWFUL PURPOSES AND ALLOCATING REVENUES FROM CERTAIN SALES TAXES IMPOSED WITHIN THE COUNTY OF NASSAU OUTSIDE OF THE CITY OF LONG BEACH AND DETERMINING THE EQUALIZATION RATES IN RELATION THERETO AND AUTHORIZING AND DIRECTING THE COUNTY EXECUTIVE AND THE CLERK OF THE NASSAU COUNTY LEGISLATURE TO EXECUTE SEPARATE TAX WARRANTS ADDRESSED TO THE RECEIVERS OF THE TAXES OF THE TOWNS AND THE CITIES WITHIN THE COUNTY OF NASSAU FOR THE COLLECTION OF THE SEVERAL SUMS MENTIONED THEREIN; PURSUANT TO THE PROVISION OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE, THE REAL PROPERTY TAX LAW, THE COUNTY LAW, THE LOCAL FINANCE LAW, THE TAX LAW, THE TOWN LAW AND THE EDUCATION LAW OF THE STATE OF NEW YORK, AND CHAPTER 14 OF THE LAWS OF 1995. 513-18(OMB)
514-18	**OMB**	**F, R**	**RESOLUTION NO. -2018** A RESOLUTION TO ADOPT THE MULTI-YEAR FINANCIAL PLAN FOR FISCAL YEARS 2019-2022, AS REQUIRED BY SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY, AND ALL FINANCIAL POLICIES INCLUDED THEREIN. 514-18(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
515-18	**LE**	**F, R**	**ORDINANCE NO.-2018** AN ORDINANCE TO ADOPT THE BUDGET FOR THE COUNTY LEGISLATURE FOR THE COUNTY OF NASSAU FOR THE TWELVE-MONTH 2019 FISCAL YEAR BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019 AND TO APPROPRIATE REVENUES FOR SAID BUDGET PURSUANT TO THE PROVISIONS OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY; THE NASSAU COUNTY ADMINISTRATIVE CODE; THE REAL PROPERTY TAX LAW, THE COUNTY LAW, THE LOCAL FINANCE LAW, THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK AND CHAPTER 14 OF THE LAWS OF 1995. 515-18(LE)
516-18	**OMB**	**PS, F, R**	**ORDINANCE NO.-2018** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE CORRECTIONAL CENTER. 516-18(OMB)
517-18	**OMB**	**F, R**	**RESOLUTION NO. -2018** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 517-18(OMB)
519-18	**OMB**	**H, F, R**	**ORDINANCE NO.-2018** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 519-18(OMB)
520-18	**OMB**	**F, R**	**RESOLUTION NO. -2018** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 520-18(OMB).
521-18	**OMB**	**H, F, R**	**ORDINANCE NO.-2018** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES. 521-18(OMB)
522-18	**OMB**	**F, R**	**RESOLUTION NO. -2018** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 522-18(OMB).
523-18	**OMB**	**H, F, R**	**ORDINANCE NO.-2018** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF SOCIAL SERVICES. 523-18(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
524-18	**AT**	**F, R**	**RESOLUTION NO. -2018** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED CSEA V. COUNTY OF NASSAU (BRYAN KNOX), CASE NOS. R-36-11, R-48-13, R-49-13, R-55-11, AND INDEX NO. 601074/2018, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 524-18(AT)
525-18	**OMB**	**F, R**	**RESOLUTION NO.-2018** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 525-18(OMB).
526-18	**CE**	**R**	**RESOLUTION NO. -2018** A RESOLUTION APPOINTING SHARI R. JAMES TO THE SEWER & STORM WATER FINANCE AUTHORITY ON THE RECOMMENDATION OF THE COMPTROLLER, JACK SCHNIRMAN, PURSUANT TO SECTION 1232-C OF THE PUBLIC AUTHORITIES LAW. 526-18 (CE)
527-18	**OMB**	**F, R**	**RESOLUTION NO.-2018** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 527-18(OMB).
530-18	**LE**	**R**	**PROPOSED LOCAL LAW NO. – 2018** A LOCAL LAW TO ESTABLISH TRUTH IN TAXATION AND TO AMEND THE ADMINISTRATIVE CODE OF NASSAU COUNTY TO REQUIRE ASSESSMENT DISCLOSURE NOTICES TO CONFORM TO §511(2)(a) OF THE NEW YORK STATE REAL PROPERTY TAX LAW. 530-18(LE)
537-18	**AT**	**F, R**	**RESOLUTION NO. -2018** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF RESPONDENTS, AS SET FORTH IN THE ACTION ENTITLED *APPLICATION OF NEW YORK ASSOCIATION OF HOMES AND SERVICES FOR THE AGING, INC. ET AL, V. COMMISSIONER OF HEALTH, ET AL*., INDEX NO. 1271-96, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 537-18(AT)

Clerk Item No.	Proposed By	Assigned To	Summary
538-18	**LE**	**R**	**RESOLUTION NO. -2018** A RESOLUTION APPOINTING A DEMOCRATIC COMMISSIONER OF ELECTIONS FOR THE COUNTY OF NASSAU. 538-18(LE)
539-18	**AT**	**F, R**	**RESOLUTION NO. -2018** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED *NICOLLETTE ANN IACONE, BY HER CO-GUARDIANS, NICHOLAS J. IACONE AND LORIANN IACONE, AND NICHOLAS J. IACONE AND LORIANN IACONE, INDIVIDUALLY V. SAL PASSANISI, JR., COUNTY OF NASSAU, MICHAEL PICCOLI, THOMAS PICCOLI, ANTHONY GRASSI, GERALYN GRASSI, AND GRACE KOTTER,* INDEX NO. 1993/2009 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 539-18(AT)
A-48-18	**PR**	**R**	**RESOLUTION NO. -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 INFORMATION TECHNOLOGY AND COGSDALE CORPORATION. A-48-18
A-52-18	**PR**	**R**	**RESOLUTION NO. -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 FIRE MARSHAL AND L.I. PROLINER, INC. A-52-18
B-3-18	**PW**	**R**	**RESOLUTION NO. -2018** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND HI TECH AIR CONDITIONING SERVICE, INC. B-3-18
E-112-18	**PW**	**R**	**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 PUBLIC WORKS AND LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, P.C. E-112-18

Clerk Item No.	Proposed By	Assigned To	Summary
E-113-18	**PW**	**R**	**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 NV5 NEW YORK – ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS AND SURVEYORS ('NV5"). E-113-18
U-25-18	**HS**	**R**	**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 HUMAN SERVICES, OFFICE OF YOUTH SERVICES AND BELMONT CHILD CARE ASSOCIATION, INC. U-25-18
			THE FOLLOWING ITEMS MAY BE UNTABLED
65-18	**LE**	**R**	**PROPOSED LOCAL LAW NO. – 2018** A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO DEPOSITS OF MATERIAL ON COUNTY ROADS. 65-18(LE)
A-22-18	**PR**	**R**	**RESOLUTION NO. -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 PUBLIC WORKS AND SPRAGUE OPERATING RESOURCES LLC. A-22-18
E-2-18	**PW**	**R**	**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 PUBLIC WORKS, AND HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C. E-2-18
E-46-18	**TV**	**R**	**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 TRAFFIC AND PARKING VIOLATIONS AGENCY AND CAMPANELLI & ASSOCIATES P.C. E-46-18

Clerk Item No.	Proposed By	Assigned To	Summary
E-52-18	**PW**	**R**	**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 ARCADIS OF NEW YORK, INC. E-52-18
E-87-18	**AT**	**R**	**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 ATTORNEY AND DELLAVERSON, P.C. E-87-18
E-104-18	**IT**	**R**	**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 DEPARTMENT OF INFORMATION TECHNOLOGY, AND SIERRA-CEDAR, INC. E-104-18

NASSAU COUNTY LEGISLATURE
12th TERM MEETING AGENDA

PUBLIC WORKS AND PARKS COMMITTEE

OCTOBER 3, 2018 1:00 PM

Vincent Muscarella – Chairman
C. William Gaylor III – Vice Chairman
Laura Schaefer
James Kennedy
Siela Bynoe – 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

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

OCTOBER 3, 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

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

MINORITY AFFAIRS COMMITTEE

OCTOBER 3, 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

GOVERNMENT SERVICES & OPERATIONS COMMITTEE

OCTOBER 3, 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

OCTOBER 3, 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	Summary
519-18	**OMB**	**H, F, R**	**ORDINANCE NO.-2018** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 519-18(OMB)
521-18	**OMB**	**H, F, R**	**ORDINANCE NO.-2018** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES. 521-18(OMB)
523-18	**OMB**	**H, F, R**	**ORDINANCE NO.-2018** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF SOCIAL SERVICES. 523-18(OMB)

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE

OCTOBER 3, 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	Summary
516-18	**OMB**	**PS, F, R**	**ORDINANCE NO.-2018** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE CORRECTIONAL CENTER. 516-18(OMB)
			THE FOLLOWING ITEMS MAY BE UNTABLED
201-18	**TV**	**PS, F, R**	**PROPOSED LOCAL LAW NO. -2018** A LOCAL LAW TO AMEND THE ADMINISTRATIVE CODE OF NASSAU COUNTY WITH RESPECT TO THE IMMOBILIZATION AND REMOVAL OF VEHICLES OF SCOFFLAWS. 201-18(TV)

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

TOWNS, VILLAGES & CITIES COMMITTEE

OCTOBER 3, 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

FINANCE COMMITTEE

OCTOBER 3, 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	Summary
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Clerk Item No.	Proposed By	Assigned To	Summary
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Clerk Item No.	Proposed By	Assigned To	Summary
523-18	**OMB**	**H, F, R**	**ORDINANCE NO.-2018** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF SOCIAL SERVICES. 523-18(OMB)
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527-18	**OMB**	**F, R**	**RESOLUTION NO.-2018** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 527-18(OMB).
537-18	**AT**	**F, R**	**RESOLUTION NO. -2018** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF RESPONDENTS, AS SET FORTH IN THE ACTION ENTITLED *APPLICATION OF NEW YORK ASSOCIATION OF HOMES AND SERVICES FOR THE AGING, INC. ET AL, V. COMMISSIONER OF HEALTH, ET AL*., INDEX NO. 1271-96, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 537-18(AT)

Clerk Item No.	Proposed By	Assigned To	Summary
539-18	**AT**	**F, R**	**RESOLUTION NO. -2018** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED *NICOLLETTE ANN IACONE, BY HER CO-GUARDIANS, NICHOLAS J. IACONE AND LORIANN IACONE, AND NICHOLAS J. IACONE AND LORIANN IACONE, INDIVIDUALLY V. SAL PASSANISI, JR., COUNTY OF NASSAU, MICHAEL PICCOLI, THOMAS PICCOLI, ANTHONY GRASSI, GERALYN GRASSI, AND GRACE KOTTER*, INDEX NO. 1993/2009 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 539-18(AT)
			THE FOLLOWING ITEM MAY BE UNTABLED
267-18	**LE**	**F, R**	**PROPOSED LOCAL LAW NO. -2018** A LOCAL LAW TO AMEND TITLE 57 OF THE MISCELLANEOUS LAWS OF NASSAU COUNTY REGARDING THE NASSAU COUNTY LIVING WAGE CONTINGENCY FUND. 267-18(LE)

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

ECONOMIC AND COMMUNITY DEVELOPMENT, LABOR AND TRANSPORTATION COMMITTEE

OCTOBER 3, 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

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

12TH TERM MEETING AGENDA

VETERANS AND SENIOR AFFAIRS COMMITTEE

OCTOBER 3, 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

NASSAU COUNTY LEGISLATURE

RULES COMMITTEE

RICHARD NICOLELLO, Chairman

1550 Franklin Avenue
Mineola, New York

Wednesday, October 3, 2018
1:37 P.M

A P P E A R A N C E S:

RICHARD NICOLELLO,
Chairman

HOWARD KOPEL,
Vice Chairman

STEVE RHOADS

LAURA SCHAEFER

KEVAN ABRAHAMS,
Ranking

DELIA DERIGGI-WHITTON

SIELA BYNOE

MICHAEL C. PULITZER,
Clerk of the Legislature

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CLAUDIA COLASURDO.....15
ROBERT LABAW.....19
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Rules Committee/10-3-18

CHAIRMAN NICOLELLO: I call the Rules Committee to order. Mike, would you call the roll, please?

CLERK PULITZER: Thank you. Roll call for the Rules Committee. Legislator Siela Bynoe?

LEGISLATOR BYNOE: Here.

CLERK PULITZER: Legislator Delia DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: Here.

CLERK PULITZER: Ranking Member Kevan Abrahams?

LEGISLATOR ABRAHAMS: Here.

CLERK PULITZER: Legislator Laura Schaefer?

LEGISLATOR SCHAEFER: Here.

CLERK PULITZER: Legislator Steven Rhoads?

LEGISLATOR RHOADS: Present.

CLERK PULITZER: Vice-Chairman Howard Kopel?

LEGISLATOR KOPEL: Here.

CLERK PULITZER: And Chairman Richard Nicolello?

Rules Committee/10-3-18

CHAIRMAN NICOLELLO: Here.

CLERK PULITZER: We have a quorum, sir.

CHAIRMAN NICOLELLO: Thank you. We are going right to the contracts portion of the Rules Committee starting with A-48-2018, a resolution authorizing the director of Nassau County Office of Purchasing to award and execute a contract between Nassau County and Cogsdale Corporation.

LEGISLATOR BYNOE: So moved.

LEGISLATOR RHOADS: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Bynoe, seconded by Legislator Rhoads.

MS. STANTON: Good afternoon. Nancy Stanton. A-48-18 for Cogsdale Corporation, this is a sole source purchase.

This is an annual renewal for maintenance and support from 7-1-2018 to 6-30-2019.

MR. BLANCO: Sergio Blanco from the Comptroller's office. This PO as

mentioned is for support services. We pay for the upkeep of the data warehouse.

The data warehouse is used by almost every department and plays an integral part of the financial reporting done by the county.

CHAIRMAN NICOLELLO: Legislator Kopel.

LEGISLATOR KOPEL: Why is this a sole source?

MR. BLANCO: Cogsdale created this data warehouse specifically customized for the county which keeps our general ledger, our budget information, as well as our contracts, revenue expenses and financial records.

LEGISLATOR KOPEL: It's not susceptible of being taken over by another system?

MR. BLANCO: Not at this point. Again, this is a customized software that was specifically created for the county's processes. It would have to be started over from the ground up if it were another

vendor.

LEGISLATOR KOPEL: So you're pretty much captive to whatever they want to charge?

MS. STANTON: We pay $107,000 annually.

LEGISLATOR KOPEL: Which doesn't mean much to me except in context, what would other people charge for similar services?

MS. STANTON: I don't think we can answer that at this time. It would be starting all over fresh with a new financial system which, down the road, will happen just not now.

LEGISLATOR KOPEL: Down the road?

MS. STANTON: There will be a new financial system down the road.

LEGISLATOR KOPEL: How far down the road?

MS. STANTON: I can't even estimate on that.

CHAIRMAN NICOLELLO: This contract took effect July 1st?

MS. STANTON: Correct.

CHAIRMAN NICOLELLO: Why is it late?

MS. STANTON: There were several delays with the vendor getting the disclaimer forms or disclosure forms and we were waiting to get it on the table.

CHAIRMAN NICOLELLO: I think that's the common reason for these delays.

MS. STANTON: They are, and we try very hard to move it along.

CHAIRMAN NICOLELLO: But because of those forms they exist and are going to exist going forward. I don't think -- I don't know if this could be done, but if you can start the contracting process earlier, building into the contract negotiations, this delay over the return of the forms, we would appreciate it.

MS. STANTON: Yes, noted.

CHAIRMAN NICOLELLO: Any other discussion? Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: First of all, I appreciate, I know someone

updated our counsel, I appreciate that. But there's a letter dated June 15th from the company and it's kind of going along the lines of what Legislator Kopel was mentioning.

They are just saying that FAMIS, Famis, cannot be legally purchased through another source other than this group and they own all the rights to software.

I understand that's sort of the way the business is set up and we're kind of stuck at this point but I'm really hoping we can sort of start moving away from our dependency on -- because they can come back next year and say it's $300,000 a year.

MS. STANTON: We totally agree. Thank you.

LEGISLATOR DERIGGI-WHITTON: Thank you.

CHAIRMAN NICOLELLO: Any other discussion?

(No verbal response.)

Is there any public comment?

(No verbal response.)

Rules Committee/10-3-18

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously. Thank you.

A-52 is a resolution to authorizing the director of the Nassau County Office of Purchasing to award and execute a contract between the county and Long Island Proliner, Inc.

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR DERIGGI-WHITTON: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Schaefer, seconded by Legislator DeRiggi-Whitton.

CHIEF FIRE MARSHAL TUSA: Scott Tusa, Chief Fire Marshal. This item is to purchase a field communications unit to provide 71 fire departments with radio interoperability at fire scenes.

CHAIRMAN NICOLELLO: Seems like a very broad purpose. This is a contract for

$274,000. What are the components of this? How does this factor in?

Obviously you are not going to take care of communications with all of the departments with a $274,000 contract.

CHIEF FIRE MARSHAL TUSA: Currently the dynamics of fire fighting has changed over the last several years here in Nassau County.

Nationwide we have seen a drop in volunteer fire fighters throughout and that is also occurring here in Nassau County.

A number of years ago standard house fire, 30 years ago when I was chief of the fire department, other than daytime hours Monday through Friday, the fire department handled a house fire by themselves.

Today we are even seeing large fire departments requesting mutual aid from several outside fire departments. It could vary anywhere from four to six to ten departments. When you start involving that many different departments, radio

interoperability starts becoming difficult.

Our fire communications bureau currently operates a field communication unit. It's very large. It has a command module and is not practical for the use of the standard every day run of the mill house fires that we are running into these multiple departments operating.

Without interoperability, we run the risk of fire fighter safety, may days being missed, and with a units like this at the scene, there are somebody there to reign in all the different frequencies and monitor all the different frequencies.

CHAIRMAN NICOLELLO: I think we obviously understand all of that and we understand how important that is, I was wondering where this fits into to the overall communications.

Obviously you are not providing communications to all the 71 departments for $274,000, so this must be a component of that. I was just curious as to what that component was?

Rules Committee/10-3-18

CHIEF FIRE MARSHAL TUSA: Well, the $274,000, $270,000 of that would be funded through UIC grant funding, so it's not a direct impact on the county.

We do provide primary dispatch service for 41 of the 71 fire departments, but a unit like this and the current field communications unit is available to all 71 fire departments in Nassau County.

CHAIRMAN NICOLELLO: Any other questions? Minority Leader.

LEGISLATOR ABRAHAMS: From what we can tell from the backup, this particular contract only received one bid.

Can you give us some feedback? It sounds like it's very complex specs that went into formulating the RFP.

Can you give us some background on some of the specs in the command unit vehicle in terms of was that a potential issue, why we received only one bid?

CHIEF FIRE MARSHAL TUSA: I don't know why there's only one bid. We went to the Long Island Proliner. We told them what

we needed. They said they could build it.

We had the spec drawn up and they said they had one of their manufacturers, they deal with several different manufacturing companies and they said one of their manufacturers would be able to supply the type the vehicle we were looking for.

Why there was only one bidder I don't know. I know it went through the bid process. I couldn't tell you why other companies didn't bid on it.

LEGISLATOR ABRAHAMS: You went directly to Proliner?

CHIEF FIRE MARSHAL TUSA: Proliner we dealt with on several occasions in the past. They built county ambulances. There's currently two trucks on order with Proliner. It was a company that Nassau -- a local company that Nassau County has been dealing with.

LEGISLATOR ABRAHAMS: It just seems like obviously maybe we should have probably reconsidered rebidding it so we can get more bids so the county is getting the

best cost for the service. I understand the need.

MS. COLASURDO: Claudia Colasurdo, Office of Purchasing. We did a competitive bid on this. It went out to five bidders.

We did receive one response. We went to one of those bidders to ask for feedback and it wasn't something they were able to bid on. And we put some of this background in the bid package.

LEGISLATOR ABRAHAMS: Could you provide some of their feedback?

MS. COLASURDO: Sure. Obviously this was a well thought out and a lot of work putting a custom design, solicited bids on a particular vendor, product design.

We try to incorporate design items that competition can't either duplicate or can't do it properly.

The companies I represent did not want us to chase a bid for another manufacturer's design, adding engineering hours and production, but it would surely

put us out of the running dollar wise.

LEGISLATOR ABRAHAMS: So it sounds like it was very limited.

MS. COLASURDO: And the other vendor is -- I had no idea who to contact for a quote on the body and accessory equipment.

So as Chief Tusa said, Long Island Proliner does a lot of work for us for emergency vehicles ambulances and so on. There are also the local distributor in the Long Island area.

So, we didn't feel it was a sole source. We wanted to see if there was competition out there and we didn't receive any.

LEGISLATOR ABRAHAMS: Hold on one second. If I may. Just from us reading the backup, it sounds like, because Proliner was able to use the specs to present them to the manufacturers, they were able to come up with a response to the bid. Was every one given the opportunity of receiving those specs?

MS. COLASURDO: Yes. The specs are part of the bid documents. Everyone bid on the same specifications.

CHAIRMAN NICOLELLO: Legislator Schaefer has a question.

LEGISLATOR SCHAEFER: So it sounds to me like the company that drew up the specs is the company that is now getting awarded the contract; is that right?

CHIEF FIRE MARSHAL TUSA: A member of my office drew up the specs.

I'm certainly probably had a boilerplate somewhere that they use. But a member of my office did draw up the specs and Proliner was able to provide us with what we were looking for.

LEGISLATOR SCHAEFER: I thought Proliner drew up the specs.

CHIEF FIRE MARSHAL TUSA: No.

CHAIRMAN NICOLELLO: Anything more?

LEGISLATOR RHOADS: Just to clear up any misunderstanding or miscommunication. The field com unit is an actual vehicle,

correct?

CHIEF FIRE MARSHAL TUSA: That's correct.

LEGISLATOR RHOADS: It's an actual truck that assists in providing radio communication interoperability that's actually driven to the scene of a fire alarm and assists local departments in being able to communicate?

CHIEF FIRE MARSHAL TUSA: That's correct.

CHAIRMAN NICOLELLO: Any other discussion?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

Thank you, Chief Tusa.

We are not calling B-3 of '18.

Moving on to E-112 of 2018. It's a resolution authorizing the County Executive to execute an amendment to a personal services agreement between the County of Nassau and Liro Program in Construction Management.

LEGISLATOR ABRAHAMS: So moved.

LEGISLATOR KOPEL: Second.

CHAIRMAN NICOLELLO: That is moved by Minority Leader, seconded by Deputy Presiding Officer Kopel.

MR. LABAW: Good afternoon. Robert Labaw, architect, DPW. What we have before the Legislature this afternoon is contract amendment number two to the construction management services that we are always providing on the family and matrimonial court project.

This amendment will extend the term of the contract and add approximately $450,000 into that contract to cover costs through the completion of phase one on this project.

Just a little background as to

where we are with Phase One. It's approximately 83 percent complete. The roof and the facade are the remaining portions of the project.

Most of the interior work has been completed to date. It's actually starting to look like a building again.

We are shooting to have this project basically weather tight by the end of the year with the remaining stair tower that is on the north west corner of the building will be the last portion to be constructed and that permits us to move equipment out of the building.

We anticipate that that stair tower will be complete by approximately March of 2019. That's why we need the funds for Liro to extend their contract through the completion of Phase One of the job.

There's no doubt about it that Phase One has been delayed and extended but we have taken action. So has the construction manager at Liro to ensure that the project will complete as scheduled at

this point in time.

We seek permission to continue Liro so that we don't face a learning curve or a lapse in the construction management services.

CHAIRMAN NICOLELLO: When you indicated it's mostly enclosed by the end of the year, does that conclude Phase One or more to do with Phase One, that stairwell?

MR. LABAW: No. That is primarily all of the facades of the building. Basically, as you see it now, the column covers are going in place.

Most of the metal framing that supports the window glazing is in place. They will be installing glazing shortly and then there are some metal panels that need to be field measured and installed. They take a little time to fabricate. That's why we need a short window of time to get them in there.

We anticipate that the roof will be done by the end of this month. Once that's on, the building is basically weather

tight. It won't be water proof but it will be weather tight.

If it goes into bad weather, the contractor just will be forced to buy gloves in for the workers. They can put the glass in when it's cold but they can't finish the other portions of the building.

CHAIRMAN NICOLELLO: Another question I have, when you go on to Phase Two, this project has been delayed for so many years, the MTA and the state are doing the third track project with very aggressive schedule, but built it to their contracts penalties for the contractors that are not able to meet that schedule.

Does the county anticipate including anything like that in Phase Two so we can get some assurance that it will be completed as currently projected?

MR. LABAW: Quite frankly our standard boilerplate does include those penalty clauses. Once Phase One is complete we do an analysis of the timing of the job and we point fingers at one another to see

who's responsible for the delays.

There are several categories as far as that's concerned. Some of the delays are attributable to our previous architectural firm.

Some are attributable to the contractor and some are attributable to the county. Once we weigh up who is responsible, a determination is made to see if we elect to go after that party.

LEGISLATOR KOPEL: Any of the delays attributable to this particular construction manager?

MR. LABAW: No.

LEGISLATOR KOPEL: So the county is satisfied with the performance?

MR. LABAW: The county is very satisfied with the performance of our construction manager. They have done everything within their power to get this contractor to perform.

LEGISLATOR KOPEL: The increase in funding is due to extra work, extra time?

MR. LABAW: Correct. The

original contract was a term correct. Amendment number one. All that did was extend the term. It did not add any additional funds. Because this project has been extended for a period of time, they were able to still continue to work within that budget.

LEGISLATOR KOPEL: So the new budget, you've got more money for the construction manager and presumably more money for a lot of other things. Where is that coming from? Is it bonded yet? Is there money there?

MR. LABAW: The 2019 bond ordinance takes care of Phase Two. The bond ordinance that is currently in place will take care of Phase One which is this portion of construction management.

LEGISLATOR KOPEL: Thank you.

CHAIRMAN NICOLELLO: Minority Leader. Then Legislator Bynoe.

MR. LABAW: Just a question. First let me start with Phase One just to piggyback on what Legislator Kopel

discussed.

According to our back up the original contract maximum was $4,975,797. Then obviously this amendment increases the contract by 450 which I've heard you say before that you do not believe that I guess the contractor did anything. You're satisfied with his work, his product?

MR. LABAW: With the construction manager.

LEGISLATOR ABRAHAMS: With the construction manager, sorry. And this 450 increase is related to what exactly? I missed that.

MR. LABAW: Related to, there are physical construction management services. The provision for their office trailer, telecom, and physical salaries relating to this project.

LEGISLATOR ABRAHAMS: I'm just confused. How is that the county's problem? What did we do to contribute to that delay?

MR. LABAW: It's possible again. These have to be analyzed at the conclusion

of the project. The contractor claims delays attributable to the payment schedule, things like that.

LEGISLATOR ABRAHAMS: So he's saying that he wasn't paid on time and that delayed -- is that the case?

MR. LABAW: Yes, it was kind of like "I can't stamp the job because I haven't been paid on time." Things like that. It all has to be analyzed.

LEGISLATOR ABRAHAMS: Did the county violate the agreement in terms of his pay schedule?

MR. LABAW: Again, that is subject to the analysis at the end of the job.

LEGISLATOR ABRAHAMS: But in fairness you're asking for 450 today.

MR. LABAW: That's not attributable to the contract tour. This is attributable to the construction management firm.

LEGISLATOR ABRAHAMS: So in regards to Phase Two, can Phase Two be rebid

or are we locked in?

MR. LABAW: Phase Two has not gone out to bid. Phase two has not been delayed by the extension of Phase One.

Currently the Phase Two contract documents are at the 90 percent completion stage. We sent them out for constructability review and also a PLA feasibility study to see if the project will continue to be built with a project labor agreement.

We anticipate being complete and ready to bid around December and, in theory, we will complete Phase One and move straight into Phase Two.

Even if Phase One is delayed due to weather situations beyond our control, it will not impact the start up of Phase Two.

The project is so large that while the Phase One contractor finishes one little corner of the building, Phase Two can start which is the fit out of the interior.

LEGISLATOR ABRAHAMS: I see. Nothing further.

Rules Committee/10-3-18

CHAIRMAN NICOLELLO: Thank you. Any other discussion? Legislator Bynoe.

LEGISLATOR BYNOE: Thank you Presiding Officer. Hi. Good day. My question is whether we built in some incentives for the construction manager to deliver these phases on time?

MR. LABAW: There are not incentives in our general boilerplate front end packages or in our contracts. That might be something that we can discuss for future projects. We do have penalty clauses but we do not have incentives.

LEGISLATOR BYNOE: That would probably be a great way to move forward because he's supposed to keep all the trains on the track moving on time and it seems as though he may have more of an incentive, the entity may have more of an incentive to not keep the trains on track because they end up with a $450,000 contract extension.

So I'm not saying that happened. I'm saying it could happen. There's probability there for that. I think we

should consider looking to build in incentives so people deliver these things on time.

MR. LABAW: Thank you.

CHAIRMAN NICOLELLO: Legislator Rhoads.

LEGISLATOR BYNOE: As a matter of fact, is there an opportunity for us to do that now? Maybe consider doing that? Especially since we are not going to rebid this particular contract and we're just going to extend?

Why wouldn't we take the opportunity now to build in an incentive and not later on down the road looking to have to extend for another $450,000? I think some of the contractual agreed amount should be contingent upon on time delivery.

MR. LABAW: The portion of the problem with the argument is that our construction manager is not out there swinging a hammer. He's pushing a pencil. He's making sure we get what we get on the job.

The incentive really needs to go to the contractor. It's up to him to finish early and he can make more money in that regard.

Right now the contractor really is not inspired to finish because he's going to turn around and say I have a delay claim that this project was drawn out and we have to do this whole big analysis.

It's really not up to the construction manager to push for that. We can't offer them an incentive.

LEGISLATOR BYNOE: So maybe then we -- let's step back then. Based on my understanding of the roll, albeit limited, I would say that I disagree. So maybe I don't understand the contract managers job. So maybe explain that to me.

MR. LABAW: The construction manager handles the day-to-day operations on-site. He makes sure that the contractor staffs the project correctly; that they're building the portion of the job that's according to the schedule.

LEGISLATOR BYNOE: You can stop right there for me. Thank you. In the interest of time.

The first point that you hit that tells me that there should be an incentive built into his contract. If he's responsible to make sure that the contractor has the appropriate level of staffing to ensure that the job is completed correctly, I would assume that means timely as well.

So, if that is the case, he does have some bearing on whether this job gets completed on time.

I disagree that he doesn't have an incentive. We're talking about a half a million dollars basically because Phase One is extended.

I heard you say earlier that there was some payment issue and that would be county related, right? So based on the fact that the county didn't pay on time and therefore this entity couldn't keep his staff there, it sounds from what I was hearing it may be county related.

But if there was any other reason he did not have the proper level of staffing there, that construction manager was supposed to make sure he had the right level of staff there.

So I think that every one in play, everybody who's responsible for completing this job for us for the county we should be looking at that as an incentive.

I think maybe we should table this item until we spend some time evaluating how we can incorporate that into this contract.

CHAIRMAN NICOLELLO: One thing, I don't know if he's going to respond, but my understanding with construction managers, they actually don't have -- they have limited powers. Their powers basically are, if they see something like that happening they can go back to the county.

It becomes the county's obligation to make sure that if there's any problem with contractors and means and methods and things of that nature, the

construction manager is really just the eyes and ears of county at the worksite in a lot of ways, but lacking the power to compel the construction managers generally don't have.

I don't know that you can penalize them for problems having to do with the county, the owner, and the contractors.

LEGISLATOR BYNOE: A manager is a manager. He is responsible to manage. Is he just managing proper construction or is he managing time or both?

CHAIRMAN NICOLELLO: What I'm saying to you is, they are managing but when they reach a certain point with delays and things of that nature or problems with safety, most of these contracts say the construction manager has to go back to the county or the owner. There is limits to what the construction manager has power to do.

LEGISLATOR BYNOE: So maybe the thought is that we require regular reporting if in fact there aren't time lines being met. How do we know that he's communicating

effectively? What incentive does he have to communicate effectively to us to ensure that a timely delivery of a phase, if it results in $450,000 additional?

I'm just throwing it out there. There has to be some other way we are meeting our phase time lines so that we are not spending additional money. This is a half a million dollars.

CHAIRMAN NICOLELLO: There are a number of people at the mike.

MS. HODAK: Good afternoon. Jane Hodak, Department of Public Works. In response to some of the issues that you've raised, Legislator Bynoe, just to clarify.

Our contracts have liquidated damages penalties in them and we impose the liquidated damages penalties as Mr. Labaw explained at the end of the contract for failure to perform and failure to meet the performance standards in the contract regardless of whether you're the construction manager or contractor or the designer or whomever failed to produce the

project on time.

To explain a little bit about what the standard of the industry is and how these issues are dealt with generally by the City of New York, by the state, we have Al Beresh, the general counsel of Liro to address those issues and I think his explanation of how they do construction management and other entities as well as here would be instructive to all of us.

LEGISLATOR BYNOE: Thank you.

MR. BERESH: Alfred Beresh, general counsel for the Liro Group companies.

As Senator Kopel indicated, this particular contract Liro is operating as a construction manager on behalf of the county.

We don't have direct privity of contract with the general contractors. So we monitor in this particular structure, we monitor their performance, we report back to our client, the county.

If we see any issues or have any

issues with the way they are conducting the project.

We don't have any means and methods to control over the contractor. We have really just oversight and reporting responsibilities to the county.

Other contracts that we do hold different from this one, we effectively are the general contractor. We are the construction manager. We procure the contracts from all the trade contractors, typically a main general contractor, who then procures the other trades that are required.

In that instance, occasionally -- there's always liquidated damages in those types of contracts for us. Very rarely have we experienced any type of incentive clauses in those contracts.

But in that particular structure we do have a bit of a stip if you will with respect to the performance of the contractors because we are, as I said, holding those particular contracts.

LEGISLATOR BYNOE: So you're point is, there is a potential to recoup this $450,000 from GC potentially?

MR. BERESH: I'm not familiar with that particular contract. But as Ms. Hodak indicated, there if are liquidated damage provisions in their contract, which it appears there are, if they are responsible for the delays, then I would say we have that opportunity.

LEGISLATOR BYNOE: So another example of us looking for cure at the end instead of looking for some kind of preventive measure at the start. That's just how I feel.

I know you are stating this is how it might be done in the industry but that doesn't mean that that's how we have to do it and it doesn't mean that we can't in some way look at -- we are contracting our relationships and look to safeguard the county's finances.

So, we are in a bind here, we can't do some things I think we should be

doing as a county, but we are going to have to pay $450,000 and hope on the back end there might be some opportunity to recoup some of that money through punitive damages. I just think we should start looking to do things differently. Thank you.

CHAIRMAN NICOLELLO: Legislator Rhoads and then Legislator Schaefer.

LEGISLATOR RHOADS: Quick question for you. I had the opportunity to go to the Supreme Court over here in Nassau quite often so I've kind of seen the construction going on.

Are they meeting their targeted goals as far as the number of workers that are supposed to be on site at any given time? Because the job of the construction manager is presumably to coordinate trades and make sure they have the right number of manpower on there so they can meet their performance goals, correct?

MR. LABAW: That's correct. And this project has really taken off once the weather broke in the spring time.

The project was manned about as much as could be. Because there were still portions of the job that needed to be demolished, the roof slab and things like that couldn't be staffed up.

LEGISLATOR RHOADS: But we've been past demo for a while, right?

MR. LABAW: Well,the demo was just completed, the last portion of the demolition of the old roof slab which was deteriorated and needed to be replaced was just removed about two and a half months ago. That was the final demolition phase.

Again, since the springtime, the contractor has ramped up. There has been additional manpower. There has been double shifts, not double shifts, double shifts per each shift, of like two roof crews working. They have three crews working on the outside of the building to finish the facade.

He's done what he's can at this point in time now to advance the project.

LEGISLATOR RHOADS: Do we have any target time as to when Phase One is

going to be completed?

MR. LABAW: As I mentioned earlier, the exterior will be complete around the end of the year and the completion of the final stair tower once all the equipment is removed out of the building will be around March.

LEGISLATOR RHOADS: So when you say Phase One will be complete with respect to the exterior of the building, does that mean there will be an actual exterior to the building or are we just dealing with framework?

MR. LABAW: We are talking about a for real building at this point.

LEGISLATOR RHOADS: And that's going to be done between now and the end of the year?

MR. LABAW: Yes. All of a sudden it's going to come together. You'll see.

LEGISLATOR RHOADS: Looking forward to seeing that. Thank you.

LEGISLATOR SCHAEFER: Well, welcome to my world, legislators, because

it's in my district, and we've had quite a few meetings before on this building and it not looking like anything is being done for quite a while.

I'm glad to see it is coming together but on Legislator Bynoe's point maybe, you have a construction management company that has to report to the county, if there's delays and what's going on, the county being the administration I assume at DPW, perhaps if DPW or whoever would be getting those reports can relay same to the legislator in the district that would be very, very beneficial.

So we know what's going on before we get the phone calls or when we are getting the phone calls instead of having to call a meeting which as you know involves like 15 people and it takes three weeks to get it done.

MR. LABAW: I was under the impression that you had continued to receive updates on the progress?

LEGISLATOR SCHAEFER: Exactly.

When we started to ask then I know my aid would reach out all the time and he would get something from him, but I'm just saying, generally speaking, for everybody when something is something going on, if that's something we can do, if there is a big project going on in their district and they can be updated if there is a delay specifically or several delays, that would be great.

But no, yes, they have been updating my office. I don't know if they have been doing it automatically or when we ask, but when we do ask I know we get it.

CHAIRMAN NICOLELLO: Sure. Go ahead.

LEGISLATOR BYNOE: I would be interested to receive some historical data as to the number of times we were seeking liquidated, I guess, damages from contractors and the number of times we are successful and the dollar amounts associated with each action.

MR. LABAW: Okay. I will do a

little research and compile that information for you.

LEGISLATOR BYNOE: Okay.

CHAIRMAN NICOLELLO: I appreciate it if you would share that information with all of us. I think the message is that we would like the county to be very aggressive in terms of making sure that the deadlines on these contracts are being met.

Any other discussion or questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

Thank you all.

E-113 of 2018 is a resolution authorizing the County Executive to execute a personal services agreement between the

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county and NV5 New York Engineers Architects Landscaper et cetera.

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR RHOADS: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Schaefer, seconded by Legislator Rhoads.

MR. SALLIE: Good afternoon. Sean Sallie, Deputy Commissioner, Nassau County Department of Public Works.

The item before you today is a contract with the firm of NV5 to perform a traffic impact and complete street study for downtown Hicksville.

The cost of the contract will be reimbursed up to 80 percent through the UPWP planning program. At this time Nassau County Department of Public Works requests approval of this contract.

CHAIRMAN NICOLELLO: Any discussion?

(No verbal response.)

Is there any public comment?

(No verbal response.)

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All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

Thank you, Sean.

U-25 is a resolution authorizing the County Executive to execute an amendment to a personal services agreement between the county and Belmont Childcare Associates.

LEGISLATOR DERIGGI-WHITTON: So moved.

LEGISLATOR BYNOE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator DeRiggi-Whitton, seconded by Legislator Bynoe.

MR. HALL: Brain Hall from Human Services. This is a contract three month extension for Belmont Childcare for one of our youth service contract. This is the three month extension that is going to make item 100 percent whole again like we did with all the other youth contracts.

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CHAIRMAN NICOLELLO: Any questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously. Thank you.

We have a couple of contracts that we're going to table; first is E-87, a resolution authorizing the county executive to execute a personal services agreement between the county and Dellaverson, P.C.

We need a motion to untable?

LEGISLATOR KOPEL: So moved.

LEGISLATOR DERIGGI-WHITTON: Second.

CHAIRMAN NICOLELLO: Moved by Senator Kopel, seconded by Legislator DeRiggi-Whitton. All in favor of untabling signify by saying aye.

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(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

MR. GREGWARE: Dan Gregware from the County Attorney's Office.

E-87-18 is an outside counsel contract with Dellaverson, P.C., to represent the county and at the table collective bargaining associations.

As you indicated, this contract was previously tabled on the August 6th Rules Committee meeting. The Legislative committee previously indicated they had concerns regarding the flat fee payment structure of the agreement, so we have recently amended the agreement to allow for an hourly payment structure. Other than that, I don't know if you have any other questions.

CHAIRMAN NICOLELLO: The hourly payment structure is $625 an hour?

MR. GREGWARE: That's correct.

CHAIRMAN NICOLELLO: We have

previously authorized the administration to retain counsel at 250, 275 with Lamb & Barnosky who negotiates these contracts for the PBA and DAI, previously did the same for Nassau. So why are we paying Mr. Dellaverson $625 an hour when we have other qualified counsel who will serve at $250?

MR. NICOLINO: Chris Nicolino, director of labor relations for the county. Thank you very much for the opportunity to address you, legislator. Nothing against Lamb & Barnosky; nothing against Mr. Zuckerman who is a fine, excellent, experienced attorney. But Mr. Dellaverson is the pre-eminent government side public sector negotiator of this entire region. He has literally negotiated thousands of these contracts.

We believe the county would be well served, better severed by having somebody with his extensive expertise representing us at the table.

Just by way of explanation, we're

going to have to pay a lead negotiator regardless.

We are also going to need to pay a litigation support group. We believe Lamb & Barnosky is the perfect fit for that function. We anticipate ancillary litigation arising out of these collective negotiations and proper practice charges, impasse petitions, orders to show cause, attempt to foil information regarding our negotiation strategies.

So we believe by taking this multi prong approach with the lead negotiator, litigation support team, we are going to need document support, as you well know, a contract with Bee Ready Law Firm, they have the historical knowledge, they have already started the process of consolidating our six different contracts so that we have those.

As you also probably know, NIFA has asked that we do that as part of this collective bargaining effort.

So it's a multi pronged team

approach to negotiating these six contracts.

CHAIRMAN NICOLELLO: Why can't the lead negotiator be within the firm that's also providing the support, since you have two other qualified firms, for the other work that has to be done?

MR. NICOLINO: Again, we believe that Mr. Dellaverson has vastly more experience in negotiating these types of contracts and also provides the county with different perspectives, we think that's going to be important as we go forward and try to solve some of the problems involved in negotiating these collective bargaining agreements.

We are going to need to find new revenue sources. We have already communicated that with our representative employee unions. He has the experience in doing that.

CHAIRMAN NICOLELLO: From my perspective, Mr. Dellaverson's experience, regardless, ultimately it's the administration that makes the decision.

It's not as if he comes in and is going to superimpose some other discipline the administration doesn't have.

You hire lawyers to do the negotiations and advise you on the law and present whatever papers have to be presented but it's not Mr. Delavason that's going to negotiate it, it's the administration.

Again, for me, you're not making the case as to why we need to hire a lead negotiator at $625 an hour.

Secondly, the concern that we, some of us expressed last time was that he has major clients. I think the state of New Jersey was mentioned, MTA and others.

My concern is that we're going to sit around and waiting until Mr. Delavason can free up his schedule so we can pay him $625 an hour to sit at a table across from our unions.

MR. NICOLINO: Well, legislator, once negotiations begin as you probably well know, they start out slowly and they reach at some point a fevered pitch.

He is committed to give us as much of his time as we require to accomplish these goals.

As the director of labor relations, I will be there at the table with him. So I'm not fearful that he will be second or third fiddle, so to peak.

MR. GREGWARE: And to add to that as well, we had discussions with Mr. Dellaverson regarding those issues that the Legislature had previously identified in the prior committee meeting and he had indicated that his other clients are not -- he's not working actively with those other prior clients, so he should be free to do the negotiations for this county.

CHAIRMAN NICOLELLO: Anyone else? Legislator Schaefer.

LEGISLATOR SCHAEFER: So you say Mr. Dellaverson has negotiated, I don't know how many contracts you said.

MR. NICOLINO: Literally thousands.

LEGISLATOR SCHAEFER: Has he ever

done any that could end up in arbitration regardless of the fact, if you come to an impasse then it would go to arbitration anyway?

LEGISLATOR SCHAEFER: Absolutely.

LEGISLATOR SCHAEFER: Who has he do done that with?

MR. NICOLINO: I would have to get back to you with that answer but I think he has handled other impasse arbitrations, yes, we've discussed that, but I don't have the exact clients he represented.

Just to follow-up, you are correct, different sorts of negotiations that would be with the PBA or SOA and he has experience with that.

Mr. Zuckerman has experience with those. But perhaps not as much with the non impasse collective bargaining units, the unions that we are going to be negotiating with such as CSEA. It comes in different flavors is all I'm saying.

LEGISLATOR SCHAEFER: Then you have how many attorneys that would be on

this contract? That would be in this negotiation? Who would be involved?

From what I heard it's, Lamb & Barnosky, Zuckerman?

MR. NICOLINO: Works for Lamb & Barnosky.

LEGISLATOR SCHAEFER: Piter Bee?

MR. NICOLINO: That's a separate firm, Bee Ready. And Mr. Dellaverson would be our lead negotiator. So there would be myself and the lead negotiator at the negotiating table, a litigation support team, Lamb & Barnosky behind us handling all that work that is sure to come at these negotiations.

And then Bee Ready law firm would be there to support us with document generation preparing MOAs, preparing draft copies of provisions, proposals, et cetera, and consolidating, which is a major part of what we have to accomplish here. Consolidating our prior contracts as you well know.

A lot of the agreements between

the county's union and the county has side agreements, memorandums of agreement and understanding and all sorts of documents that have been generated over the course of time, some going back to the '70s and '80s.

LEGISLATOR SCHAEFER: The problem is $625 an hour. Other attorneys are getting $250 and this is a municipality and we're not rolling in dough. So $625 an hour, when other people can do it for less, I have a serious probable with that. I'm sure he is very good at what he does.

MR. GREGWARE: As you acknowledged the other firms are at the lower 250 to $275 range.

LEGISLATOR SCHAEFER: I know they are not the chief negotiators.

MR. GREGWARE: But it's not unprecedented that we have had outside counsel firms that have been billing at higher rates.

LEGISLATOR SCHAEFER: That's the other thing. That was a big argument here or there were a lot of comments about

outside counsel for the last two years.

Too many of them and how much were we paying outside counsel and I'm saying we don't need people that know what they're doing to do this negotiation but I can't sign up for $625 an hour. I have to be out there telling the residents of this county that we're spending their money and spending their money like that. It's not going to go over well.

I don't have anything else.

MR. NICOLINO: The original proposal -- and that is a discounted rate from what he normally charges. I agree, it's higher than the others. His original proposal was for a flat fee.

We talked about the perspective of anticipated hours and we would have realized in cost as negotiations grew more intense and more time was spent at the negotiating table, in fact, he would have ended up being cheaper than Lamb & Barnosky or Bee Ready or most of the other firms that the county does business with if we were

doing 180 hours a month over the course of two or three months, which is certainly possible given the situation and the complications involved in these negotiations.

But I understand the Legislature was uncomfortable with a flat fee arrangement, so we asked him to give us a quote for an hourly fee which is what we presented to you today.

LEGISLATOR SCHAEFER: The $25,000 retainer, does the $625 an hour go into that or is that part of the $625? He gets $25,000 and then $625 every hour after that?

MR. GREGWARE: He draws down from the $25,000 retainer on an hourly basis, that's correct.

LEGISLATOR SCHAEFER: I have no more questions.

CHAIRMAN NICOLELLO: Minority Leader.

LEGISLATOR ABRAHAMS: Thank you, Presiding Officer. Just so I can make sure just for the record, so the original

contract was for $585,000?

LEGISLATOR ABRAHAMS:

MR. GREGWARE: Yes, on a flat fee basis.

LEGISLATOR ABRAHAMS: And in past negotiations over the course of years, how many hours would you attribute to the lead negotiator that they have put in during those times? Many of those agreements ended in binding arbitration and I'm assuming we want to actually come up with an agreement in this case. So how many hours?

MR. NICOLINO: Well, I have done some rough calculations and these are estimates. This is a very fluid process. There are complications here and there. All these contracts have to be approved by NIFA and there are complications that you don't find in normal collective bargaining situations to be perfectly honest.

So, initially Mr. Dellaverson will be helping us with formulating bargaining proposals, I estimate 100 hours. We have to solicit from the department --

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LEGISLATOR ABRAHAMS: I just didn't hear the number.

MR. NICOLINO: 100 hours. Then when the bargaining actually begins there is will be a slower phase I mentioned earlier to Legislator Nicolello approximately 80 hours of actual table time to start off as things progress slowly.

I would think that would be at least three months, maybe as many as six months where we are engaging proposals going back costing out proposals, coming up with counter proposals, analyzing how much each proposal will cost the county.

MR. GREGWARE: 240 to 480.

MR. NICOLINO: And then moving on, when we finally get to the final phase of bargaining, the push for a finalized agreement, I estimate about 160 hours per month of actual negotiation time at the table.

That's probably going to be anywhere from one to three months. I hope and pray it doesn't take any longer than

that to be quite honest with you.

There is some considerable time involved in trying to negotiate these agreements. They are complicated to begin with. There are additional complicating factors and you have to multiply everything by six.

We have six public employee unions here in Nassau County, each one needs a new contract. They are all out of contract as of December 31st.

LEGISLATOR ABRAHAMS: So if I'm understanding the contract correctly, the original contract before Mr. Dellaverson reduced, I guess he did reduce from 625, but the original contract had a flat fee of 585 which regardless of how long it went, if it went on for two years, whatever amount of time, he got paid 585.

You would not seek an amendment from the Legislature if things went longer than he thought. Is my understanding correct?

MR. NICOLINO: The contract did

have an end date of August 31st of 2020. If the contract extended beyond that, there were options to renew that agreement it would be for an additional expense and we would go back to the legislature if we had to authorize an additional amount of money.

However, again, that $585,000 figure is a max amount. We are anticipating that we would have periods of suspension and that's where we had the suspensions periods where, if at any time the negotiation had stalled, we could suspend the contract and the payments as well. So that was a cap.

MR. NICOLINO: I would also note that the flat free arrangement for that initial costing phase and strategy phase had a reduced rate of $12,500 a month, half the negotiating phase fee.

LEGISLATOR ABRAHAMS: I know many of us as any taxpayer would be concerned about the 625. But you had mentioned a little bit earlier in the back and forth with Legislator Schaefer that you're saying this is not the first time we've gone north

of the municipal rate. What were the other times?

MR. GREGWARE: That's correct. In fact, the Legislature had retained counsel, Jones, at $875 an hour.

LEGISLATOR ABRAHAMS: You said the Legislature?

MR. GREGWARE: Yes, that's correct.

LEGISLATOR ABRAHAMS: For what purpose?

MR. GREGWARE: Redistricting commission.

LEGISLATOR ABRAHAMS: How much again?

MR. GREGWARE: $875 an hour.

CHAIRMAN NICOLELLO: When was this?

MR. GREGWARE: 2012 to 2013.

LEGISLATOR ABRAHAMS: How much did that contract end up costing the county?

MR. GREGWARE: Max amount of $100,000.

LEGISLATOR ABRAHAMS: $100,000?

All right. I think we have to look into that.

CHAIRMAN NICOLELLO: Legislator Rhoads.

LEGISLATOR RHOADS: Thank you, Mr. Chairman. Just a couple of quick questions.

I know you indicated that in the past that the Legislature approved a contract for a highly specific function of redistricting.

Are there any other instances where we paid significantly above the municipal rate to this level?

MR. GREGWARE: We have paid in previous instances in the $500 range, we paid for Winston & Strawn to do the P3 transaction with the sewer deal.

We had negotiated with -- we had retained Forchelli again with the Legislature regarding Coliseum negotiations.

LEGISLATOR RHOADS: But in each of those instances it was one particular firm that was handling the entirety of the

transaction?

MR. GREGWARE: I think during the Coliseum negotiations, there were multiple firms representing the county.

LEGISLATOR RHOADS: The question I have is, with respect to the Comptroller, has anyone checked to see whether a retainer would actually be an approvable expense?

In other words, the comptroller has a policy historically that they will only pay in arrears for work that's been done.

MR. GREGWARE: The Comptroller's Officer will typically allow for advanced payments up to 50 percent of the maximum amount. Here we are far under the 50 percent.

LEGISLATOR RHOADS: Okay. Out of curiosity, with respect to NIFA, since we routinely have them asking us to cut youth services and cut training for volunteer firefighters, has anybody asked what NIFA has to say about approving a contract for $625?

MR. GREGWARE: I believe they're having discussions with NIFA regarding this contract. NIFA counsel has reached out to the County Attorney's Office.

As far as the cost that you had mentioned where we're trying to figure out that we have a limited budget obviously and we're cutting potentially youth services and I can appreciate that concern.

However, the potential impact if these labor agreements aren't properly negotiated is tremendous.

LEGISLATOR RHOADS: I would agree with you if not for the fact that we have already retained qualified firms to provide qualified services on behalf of the county and this just seems to be a duplication of those services at a particularly high rate in my opinion, but I appreciate that.

CHAIRMAN NICOLELLO: The Minority Leader had asked a question for you Mr. Nicolino how much does a lead negotiator usually spend in terms of time.

You gave us some estimates. I

think the question begs the answer of how much does a lead negotiator usually spend. You didn't answer that part of the question.

MR. NICOLINO: Mr. Nicolello, could you repeat the last part of the question?

CHAIRMAN NICOLELLO: Sure. You gave us estimates of what you think Mr. Dellaverson's time is that he's going to spend. The question is, how much does a lead negotiator usually spend in terms of negotiations?

Can you give us examples of other instances and the times the lead negotiator actually spends as opposed to the firm they are working for?

MR. NICOLINO: My estimates were based on the lead negotiator and I tried to break it down, I thought I did, time at the table versus time strategizing and formulating proposals.

CHAIRMAN NICOLELLO: I think what he's looking for and what I'm looking for is other situations that you can draw accurate

information from. Can you give us another example where the county hired a law firm and then hired a lead negotiator on top of the law firm so we can get an idea of how much time this lead negotiator would spend?

MR. NICOLINO: I don't know if you have an example here in Nassau but I can go look for others and get back to you.

CHAIRMAN NICOLELLO: My impression is that the administration is breaking out this concept of a lead negotiator from the law firm itself.

For example, Mr. Zuckerman is the lead negotiator so you could have Mr. Zuckerman at $250 doing the negotiations but you he would still be in the framework of Lamb & Barnosky which is I think is the common way this is approached.

So how did you come up with your estimates in terms of breaking out a lead negotiator as opposed to the law firm doing the other work?

MR. NICOLINO: I talked to a number of different people that have done

collective bargaining both on the labor and management side. I went online. I started looking at some of those sources.

Then I was looking at the task that we're going to have to perform here. Then again multiple by six.

CHAIRMAN NICOLELLO: I think we still go back to the same issue which is that you hired a qualified -- we approved the hiring of a qualified law firm that has done this before for the county, that is doing this in Suffolk County, that is being paid $250 an hour. That could fill this function.

For whatever reason you decided to go for Tiffanys. You haven't, in terms of a negotiator in this case, you haven't established that that will benefit the county in any way.

Do you expect when Mr. Dellaverson goes to the table, that our collective bargaining units -- and these are going to start shaking and give Mr. Dellaverson something better than they

give to Mr. Zuckerman? I just don't understand the basis for this.

MR. NICOLINO: It's not a question of fear or knee shaking or anything like that. Given his much broader breath of experience, he can bring more options to us in terms of formulating proposals and counter-proposals.

Mr. Zuckerman, again, nothing against him, he's a fine fine lawyer that I worked with in the past, but he has negotiated in the past PBA type of contracts as Legislator Schaefer mentioned earlier. That's his area of expertise and that's what he did for Nassau County in the past, I believe 2008, 2009, ten years ago.

So I don't know that he has the experience or breath to do a non impasse law enforcement CBA which Mr. Dellaverson certainly does.

Your payroll is about $910 million per year. One percent raise to your unions would cost you nine million, 9.1 a year.

They're looking probably for something much more significant than that and looking for it for multiple years, probably at least four, I'm sure they'd prefer six.

So you're talking literally $200 million that hangs in the balance here if this is not done correctly.

We had like to give Nassau taxpayers the best chance to get the best, most sustainable fairest deal and we are eager to begin collective bargaining as soon as possible. That's why we are again urging that you give us the tools we need to accomplish that.

CHAIRMAN NICOLELLO: Again, I will go back to something I said before. You seem to be floating the concept that it's Mr. Dellaverson that's going to be making the decisions here and agreeing to or not agreeing to a contract that's in favor the favor of Nassau County taxpayers. That is not the role of a lead negotiator. That's the role of the administration.

I don't see how bringing in another party when you have a labor negotiating firm to do the negotiations, how bringing in another party changes anything. Ultimately it's the administration that says yes or no to any proposal.

So, again, Mr. Dellaverson's role still remains to me to be vague and it's in a vacuum. If every collective bargaining attorney out there was making something similar, then fine. I would say that's fine.

But you've already established the standard. You brought in one of the best qualified firms on the island and they are being paid 250, so why pay another firm to do what we don't understand they are going to do in addition to them. 625 is a lot of money.

MR. NICOLINO: It's the difference between somebody who has negotiated a couple of dozen collective bargaining agreements and someone who has negotiated literally thousands.

That's why we believe the administration -- you're right. It's going to be the administration's determination. You are going to approve it here in the Legislature, but it gives us all the best most sustainable contracts that we possibly can.

CHAIRMAN NICOLELLO: There is an old joke about lawyers and passing away and it's saying that I'm much too young to die and Saint Peters said, according to your billing, you are actually 85 years old.

It seems to me, Mr. Dellaverson, he negotiated thousands, how old is Mr. Dellaverson. He must go back to the founding of the Constitution for Pete's sake.

MR. NICOLINO: Like I said, he's the preeminent management government side, public sector negotiator in this area. A fellow by the name of Richie Hartman used to the be preeminent labor side.

Marty Simon is the preeminent mediator, arbitrator when it comes to labor

law and that group, that clan. He is one of, if not the best, in the business for management side negotiations.

CHAIRMAN NICOLELLO: Anyone else? Legislator Rhoads and then Minority Leader will have the last word.

LEGISLATOR RHOADS: I know you indicated that Mr. Dellaverson has negotiated thousands of collective bargaining agreements. His own website says that he's negotiated hundreds.

MR. NICOLINO: I think he's being modest.

LEGISLATOR RHOADS: His fee certainly isn't modest.

LEGISLATOR ABRAHAMS: I don't know if either you gentleman can answer this. I know Mr. Santaramo is here. I was going to ask him.

The contracts receive some public attention a couple of weeks ago in Newsday. It sounded as if the County Executive felt that she needed Mr. Dellaverson's expertise to be able to go forward.

If the Legislature does not move forward with this contract today, is it our impression that negotiations will not begin until some lead negotiator is put into place, whether Mr. Dellaverson or someone else that comes in at a lower rate, if you could explain.

MR. SANTARAMO: Mike Santaramo from the administration. I see a number of our union folks in the audience today. We want to let them know we are eager to continue with collective bargaining and moving forward.

It is the administration's belief that we deserve the right to the team that we want to go into negotiations with and the county executive will not begin negotiations or continue negotiations without the passing of Mr. Dellaverson.

I can't tell you, save that, what will happen. But I know that it is our belief again that the County Executive and the administration deserves to have the team that they believe would be best for

negotiations.

LEGISLATOR ABRAHAMS: So for a taxpayer, because obviously you definitely said a lot, Mike, for a taxpayer, what does that mean in terms of whether it's unknown costs that the county doesn't know and can't budget for and continues to get pushed down the road?

What exactly does that mean to the taxpayer when we are evaluating the contract today, versus the County Executive not having the ability, to feel comfortable with her team to not start the ability to have -- to begin negotiations. What does that mean?

MR. SANTARAMO: Well, Minority Leader, I'm not an expert on labor relations or labor negotiations, so I can't tell you what the financial affect is going to be long term for the taxpayer.

I can have Mr. Gregware speak a little bit more about the hourly -- he can speak again how the hourly draws down the cap that's built into the contract if that's

what you're looking for. I can have him step back up.

But, again, I reiterate we are ready and eager and willing to move forward immediately on bargaining with the six groups.

LEGISLATOR ABRAHAMS: Hold on one second. Mike, are you familiar with Mr. Dellaverson's cap on his contract?

MR. SANTARAMO: I'm talking about the $25,000 that we are talking about that he would be drawing down from for the month.

LEGISLATOR ABRAHAMS: Gotcha.

LEGISLATOR SCHAEFER: I have another question. Can you tell me how much the attorneys who have done the negotiations in the past, how much they have paid, what have been the highest rates previously, and what was the highest paid?

MR. GREGWARE: I know that Proskower Rose had dealt with some of the negotiations back in 2002. And they had charged a $350 hourly rate back in 2002.

LEGISLATOR SCHAEFER: Who did

they negotiate for, for NIFA?

MR. GREGWARE: On behalf of the county.

LEGISLATOR SCHAEFER: What was their rate?

MR. GREGWARE: $350 an hour, 15 plus years ago.

LEGISLATOR SCHAEFER: What about the attorneys that did the previous labor union negotiations, do you know when they were last done?

MR. NICOLINO: We can get back to you with that answer, I'm sorry we don't know. It's been a while.

LEGISLATOR SCHAEFER: Okay. Thank you.

LEGISLATOR RHOADS: I understand and I heard Mr. Santaramo's comments. Look, the County Executive does not have the right to be able to retain whomever she wants to retain no matter how much it costs.

We as a Rules Committee still have an obligation to approve these contracts and act on behalf of the

taxpayers. If the administration came in to make the case as to why Mr. Dellaverson, almost as though he was a sole source, is uniquely qualified and uniquely positioned to provide a benefit to the county that is so substantial to justify significantly more that what we're paying him per hour more than any of the other firms that we already retained to handle negotiations, I would be inclined to vote for it.

But under these circumstances, I haven't seen that justification. I understand what the County Executive wants, but I'm not here to sit as a rubber stamp to what she wants.

We have to exercise our own independent judgement and for the County Executive to take the position that she's not going to enter negotiations on any of the six labor contracts that have to be negotiated that expired nine, ten months ago at this point in time, I don't understand that.

So, I know how I plan on voting

for this particular proposal, but I would urge the administration to at least try to move forward with something.

You can get a lead negotiator out of one of the firms we already have retained who are uniquely qualified in and of themselves to provide these negotiations.

So I would just urge the administration to take another path.

CHAIRMAN NICOLELLO: Okay. Anything else?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

LEGISLATOR ABRAHAMS: I'm sorry, Presiding Officer. I think there's been some discussion on this item and rather than kill it off, I would want to give the County Executive an opportunity to go back to Mr. Dellaverson, wouldn't it be more prudent to table this matter rather than to -- maybe the discussion of the cap letter, lowering

the cap, greater discussion?

If we vote down the contract without the opportunity to try to see if the County Executive can get an opportunity to try and get the amount a little lower, I think that might be more prudent. I would enter a motion to table.

LEGISLATOR DERIGGI-WHITTON: I will second it.

CHAIRMAN NICOLELLO: All in favor the motion to table signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

The motion to table fails by a vote of four to three.

Here's the thing, if you want to go back to Mr. Dellaverson to negotiate another contract you are perfectly able to do that.

If you want to come back to us on an expedited basis with a firm that's more reasonable to be lead negotiators, you can do that. We can expedite the consideration.

We have a meeting coming up in a couple of weeks.

So you ever all those rights available and the administration has been asking for weeks to get a vote and we are going to do that today.

All in favor signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

So the contract fails by a vote of seven votes against. Thank you, gentlemen.

The administration wanted us to untable another one, E-104 of 2018, a resolution to authorize the County Executive to execute an amendment to a personal services agreement between the county and Sierra Cedar Inc.

LEGISLATOR DERIGGI-WHITTON: So moved.

LEGISLATOR BYNOE: Second.

CHAIRMAN NICOLELLO: Moved by

Legislator DeRiggi-Whitton, seconded by Legislator Bynoe. All in favor of untabling signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Unanimous. This is the one right below, E-104.

MS. STANTON: Nancy Stanton, IT Commissioner. E-104-18, Sierra Cedar amendment number four, people posting service contract.

This amendment is to extend the current contract for six months from October 1st, 2018 to March 31st 2019 with two to three month renewal options and for an additional funding of 575.

The contract expired on September 30th of '18. We are working on a new contract and we expect to have that that contract to you by the end the year.

Currently we exercised an emergency provision in the contract to keep the system up and running. That only lasts

us for a few weeks. So we are asking that this be approved.

MS. STANTON: Again, tell us what the services are for.

MS. STANTON: These services are hosting services for the payroll, time, and labor, Human Resources, absence management, and benefits portion for the county.

CHAIRMAN NICOLELLO: You are in the process of negotiating a new contract?

MS. STANTON: Correct.

CHAIRMAN NICOLELLO: When would that take effect?

MS. STANTON: We are hoping to bring it to you by the end of the year, not November, December.

CHAIRMAN NICOLELLO: If failing this, what are the potential negative consequences for the county?

MS. STANTON: We would be left with an antiquated system that has no employees to support it.

LEGISLATOR KOPEL: Thank you for describing it. It's a hosting system, is

that what you said?

MS. STANTON: Yes.

MS. ALPOGE: Simay Alpoge, Deputy Commissioner of Information Technology.

This hosting system is basically converting four systems into one system.

So it basically provides the location where we store the data and they basically keep track and basically install everything.

LEGISLATOR KOPEL: This is not merely a back up, this is an actual --

MS. ALPOGE: It's brand new system.

LEGISLATOR KOPEL: So the data is stored in a cloud, so to speak, and this is a cloud?

MS. ALPOGE: Similar to cloud but it is called hosting.

LEGISLATOR KOPEL: In other words, the program is hosted on their system?

MS. ALPOGE: The data is stored in that environment.

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LEGISLATOR KOPEL: But you're saying that the program is stored there as well?

MS. ALPOGE: Yes, the programs are stored.

LEGISLATOR KOPEL: And it runs on their system?

MS. ALPOGE: The programs are stored, the software is stored, database is stored.

LEGISLATOR KOPEL: Aren't there literally hundreds of those that out there, companies that offer this service?

MS. STANTON: We did go to RFP. The went through the bid process and we came up with this vendor, and this vendor was chosen.

LEGISLATOR KOPEL: Have you also analyzed the cost benefit of perhaps hosting it in-house.

MS. STANTON: We don't have the expertise.

LEGISLATOR KOPEL: We don't have the expertise?

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MS. STANTON: We do not have the expertise in-house to run this kind of system, that's correct.

LEGISLATOR KOPEL: What kind of system.

MS. STANTON: People soft.

LEGISLATOR KOPEL: People soft?

MS. STANTON: That's the name of the system.

MS. ALPOGE: It's a proprietary software owned by the corporation. The system --

LEGISLATOR KOPEL: So they have to host it themselves?

MS. ALPOGE: Yes. The system is built basically on this proprietary software and the database is Oracle database.

LEGISLATOR KOPEL: Are you looking, in your search for the future, are you looking at systems that can be hosted in-house?

MS. ALPOGE: It's possible, yes.

LEGISLATOR KOPEL: I don't have to tell you, storage is cheap and getting

cheaper practically by the minute.

MS. STANTON: Yes.

CHAIRMAN NICOLELLO: Legislator Minority Leader Abrahams.

LEGISLATOR ABRAHAMS: Thank you, Presiding Officer. If you could just in layman's terms explain what the system does, what it interfaces with and why is it important to consider this item that we untabled?

MS. ALPOGE: This system basically contains personnel data, job information of all county and college employees, benefits data, retirement data, health benefits, payroll. We are going to be running payroll.

So basically we are converting four different systems which is Legacy systems. Nassau County Human Resources systems is one. Health benefits system is another one, APITS which is personnel data, another system.

And then Intime system which keeps track of time and labor and absence

information for the employees.

For full time, part time, all union, ordinance, every type of employees. We are also converting over ten years of historical data.

LEGISLATOR ABRAHAMS: It seems like it has a very tight nit with the operations of the county.

One of my questions from the last meeting and why I thought we needed to table this, can you give us the status of the contract negotiations for the new agreement?

MS. NYLAND: Donna Nyland, IT project manager. We are nearing the end of the contract negotiation with Sierra Cedar. Hopefully this week we will get back to them with some final technical comments on the contract.

They will have a few weeks to review it and as Nancy said we hope to get the final contract to you by the end of the year.

LEGISLATOR ABRAHAMS: How much would that cost?

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MS. NYLAND: The new contract not to exceed $3,350,000 for five years.

LEGISLATOR ABRAHAMS: That's a firm number?

Because this contract that's before us has been amended four times.

MS. NYLAND: The annual amount for the five years roughly is about $2.8 million.

However, there are variable costs that are in the contract that Nassau County can utilize throughout each year in supporting and maintaining the system. Help me with this if needed.

If we want to expand our databases, our environment, our storage, there is a whole laundry list of services that they provide to us if we so choose to use it that we have the rates built into the contract.

So they can't at some point say if you want that now, we're going to charge you an extraordinary amount.

We have fixed rates in the

contract for all the services they provide. We may never need them. We may need a few of them.

But the base amount based on the services that we know we need each month, the fixed cost, is about $2.8 million over the five years.

But we have built in a little bit of extra funds because this is such an important project and it supports so many important functions of the county payroll, human resources, that we felt we needed a little bit of extra funds in the contract just in case these things come up throughout the five year period.

Again, it is a not to exceed and all of the costs that are not fixed, they are within our control.

They cannot just come to us and say, you did this, they can charge us X amount. If we need it, it's there.

LEGISLATOR ABRAHAMS: You are controlling the rates?

MS. NYLAND: Yes

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LEGISLATOR ABRAHAMS: Thank you.

CHAIRMAN NICOLELLO: Legislator Rhoads.

LEGISLATOR RHOADS: Just one quick question. I notice the term of the agreement is extended March 31st of '19.

MS. STANTON: The amendment, has two three month renewals, yes. But we hope not to use them.

LEGISLATOR RHOADS: But the term is actually 3-31-19 and then there's two month renewals, right?

MS. STANTON: Yes.

LEGISLATOR RHOADS: If you do wind up negotiating a new contract, what happens at that point?

MS. STANTON: This amendment will be void, the new contract will go into place.

LEGISLATOR RHOADS: Thank you.

CHAIRMAN NICOLELLO: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Presiding Officer. I want to understand the

functionality of this software.

This software is actually able to take in data and provide reports and also it's able to be programmed to accrue time, and time and leave?

MS. ALPOGE: This software is going to keep track of all the job information for the employees, so full time part time and college employees as well. Nassau County college employees as well as county.

Plus it will keep track of all the health benefits information as well as the retirement information.

So data will be entered. Currently we are converting ten years worth of data from all these Legacy systems which we are going to store that data and it's going to be available in the new software and then on top of it any data that's being entered into the Legacy system is no longer going into the Legacy, it's going to go into this new system.

At the end basically people will

be timing in and out, that's going to go into the system. Right now there is a separate system out there which is keeping track in time system which is keeping track of employees in and out punches. And at the same time leave information, like absence information, vacation information. Things like that.

So all these data is going to be available in this system and all this data is going to be collected into this system.

At the end of all these collections, then we produce a payroll.

Right now the way the payroll is being produced in the county is that different systems provide data into another environment which is a Legacy environment. At the end of that collection payroll gets produced.

Right now we basically converting to a new technology and multiple systems are going to go away.

LEGISLATOR BYNOE: So my question specifically is going to deal with, we have

employees who are enjoying different benefits based on the type of employees they are; whether they are union, nonunion employees, when they were hired.

Based on all of those varying categories or specifications based on their hire, this system will keep track of all of that, you program this in and there's some kind of programming in there that says this person was hired on this date and therefore they're entitled to XYZ accruals, and the system will automatically do that?

MS. ALPOGE: That's correct. Also different departments will enter data, almost all departments of Nassau County and college are going to enter data about their employees and then we will be keeping track of that information inside the system. Then we will be producing the payroll.

LEGISLATOR BYNOE: So we can program this thing to what specifications we want?

MS. ALPOGE: We have been programing for quite some time, yes. People

soft is purchased vendor proprietary software. So we took that software and basically customized based on Nassau County specifications.

LEGISLATOR BYNOE: So any future specifications based on our union negotiations or in fact any policies that might come down relative to how we are going to manage people's time and leave and, more importantly, their accruals, and rate of accruals. It's so easy just to program that in and have that do what it's supposed to do?

MS. ALPOGE: That's correct.

LEGISLATOR BYNOE: That's good. I'm happy to hear that.

CHAIRMAN NICOLELLO: Any further discussion?

(No verbal response.)

Thank you, all. Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

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(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

Putting the Rules Committee in recess. Finance is next.

(Whereupon, the Full Legislative Committee recessed at 3:08 p.m. and reconvened at 5:17 p.m.)

CHAIRMAN NICOLELLO: I'm going to call the Rules Committee out of recess. We are going to do the consent calendar and we have two appointments and we will go to the local law.

The following items are on the consent calendar; 512, 513, 514, 515, 516, 516, 517, 519, 520, 521, 522, 523, 524, 525, 527, 537, and 539.

LEGISLATOR KOPEL: So moved.

LEGISLATOR ABRAHAMS: Second.

CHAIRMAN NICOLELLO: Moved by Deputy Presiding Officer Kopel, seconded by Minority Leader Abrahams.

Any debate or discussion?

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(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

Now we will do the two appointments one at a time.

526 is a resolution appointing Shari R. James to the Sewer and Storm Water Finance authority on the recommendation of Comptroller Jack Shneerman.

LEGISLATOR DERIGGI-WHITTON: So moved.

LEGISLATOR SCHAEFER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator DeRiggi-Whitton, seconded by Legislator Schaefer. Any debate or discussion on this? We will invite her to the Full Legislature.

(No verbal response.)

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Hearing none, is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

We are going to skip 530 for a moment. 538, a resolution appointing a Democratic Commissioner Of Elections for Nassau County.

LEGISLATOR BYNOE: So moved.

LEGISLATOR DERIGGI-WHITTON: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Bynoe, seconded by Legislator DeRiggi-Whitton. Any debate or discussion on this one?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by

saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

Now we will go to Item 530 of 2018 which is a local law to establish truth in taxation and to amend the administrative code of Nassau County to require assessment notices to conform to section 511 2A of the New York State Real Property Tax Law.

LEGISLATOR RHOADS: So moved.

LEGISLATOR SCHAEFER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Rhoads, seconded by Legislator Schaefer.

This is before the committee. I see you approaching the microphone, Mr. Moog. Would you like to make a statement or comment?

MR. MOOG: Good afternoon. I know you received a letter from me concerning this action and the County Executive and my office are fully behind

transparency on this issue.

Unfortunately, the production of the 511 notices are already in production and the calculation to do the tax impact, I consulted with any database people, would take approximately seven weeks to get the full calculation done. It's over 400 taxing authorities with different levies that have to be calculated.

We are committed to do this and have it on line and do a supplemental mailing to all taxpayers on the tax impact but we can't do it with the present staff and with the present notice in production for November 1st.

CHAIRMAN NICOLELLO: Any questions for the Comptroller? Go ahead.

LEGISLATOR ABRAHAMS: How are you, Mr. Moog?

MR. MOOG: Pretty well.

LEGISLATOR ABRAHAMS: Good. Just a couple of questions and I appreciate your opening statement because that actually addresses some of the questions I had in

terms of time frame.

You had mentioned in your opening statement you believe it would take seven weeks.

MR. MOOG: Approximately seven weeks.

LEGISLATOR ABRAHAMS: Why would it take seven weeks?

MR. MOOG: Right now we are doing the production the 511. We also just finished up the tax forms and the school tax. Only one person who actually does the calculations on the different tax rates for the 400 different taxing authorities in the 50 school districts, so the calculations would involve calculating the levies on those 400 taxing authorities and the 50 school districts and working that through the 400,000 plus properties.

LEGISLATOR ABRAHAMS: So it's not just like where you just type something into a calculator and spreadsheet and everything comes out?

MR. MOOG: It's actually

producing a full complete tax roll which is something that is not done quickly.

LEGISLATOR ABRAHAMS: I understand. So if you could walk us how you would approach this notification. There has been much talk, which I know it's a complex thing in terms of level of assessment and the tax rate and the cycle of when the -- cycles in terms of taxing jurisdictions.

But if you could walk us through a little bit how you would implement this, assuming it's beyond the seven weeks or if you were able to do it sooner.

MR. MOOG: I would think we could get it done in seven weeks. We want to shoot for December and have a notice sent out and have it online to the taxpayers.

LEGISLATOR ABRAHAMS: I guess to the point of this question that's not really my concern.

My concern more than anything else if you could walk us through how it would look.

Would you use the old level of

assessment, the level of assessment the County Executive announced?

MR. MOOG: The new level of assessment.

LEGISLATOR ABRAHAMS: You would use the .10?

MR. MOOG: Correct.

LEGISLATOR ABRAHAMS: Now how would you accomplish that because you would be comparing it to the frozen assessment number which was at a level of assessment of .25.

MR. MOOG: No. Actually, you would look at the prior levy that each taxing authority would be placing and you would use that levy and the new assessment would be compared to the new levy to create a new tax rate to generate the amount of levy equivalent to the last levy put out by the taxing authority.

So you take the 400 plus the 50 plus school districts, all those levies, and the new assessments that were generated from the new level of assessment and create a new

tax rate for each individual one, that's also netting out all the exemptions that go on to those properties and also the pilots.

From all those calculations, you would then create, it's basically running an entire tax roll with all the exemptions, assessments, new full market values, alterations, new buildings, and pilots.

And from that new tax roll being generated on a tax rate that would be equivalent to the levy that was originally done in the prior year, you would do a estimated tax impact.

LEGISLATOR ABRAHAMS: So being that we are going through this exercise, every single taxpayer should have an idea of what they will pay in 2020 as per the notification?

MR. MOOG: No. It would be an estimate based on the levy today.

LEGISLATOR ABRAHAMS: Yes, of course.

MR. MOOG: So they would have to assume that if the levy is increased from

any of the taxing authorities from now till 2020, that number would be adjusted.

But we are envisioning that you would be able to go online and take a look and get the actual tax impact as well as having a notice mailed out to them. But that won't happen until December.

LEGISLATOR ABRAHAMS: So the notice that is going to be mailed out to them is just an estimate of what they look like today?

MR. MOOG: It would be an estimate of what their tax impact would be with the new assessment, new level of assessment, yes.

LEGISLATOR ABRAHAMS: But they will never pay that estimate because that estimate is two years in advance of when the actual rate with the new market value reassessment will take place?

MR. MOOG: Correct, between now and then the levy will change, budgets change by the demands of the taxing authority and the assessments may be

adjusted according to what comes out of the Assessment Review Commission or any other settlements.

LEGISLATOR ABRAHAMS: And your recommendation of the bill, obviously it's a good bill in terms of transparency, it provides notification to the residents.

I think from that standpoint if it was able to be accomplished in a sooner track, I would think it would be something that would be worthwhile because it goes tied into what you're doing now.

MR. MOOG: The idea of transparency is a good idea. It's just that the resources that we have and the present timing, we won't be able to get accomplished until December but we're not against the idea of the transparency or sending out a notice to taxpayers on that and having it available online.

LEGISLATOR ABRAHAMS: Okay.

CHAIRMAN NICOLELLO: I have some questions. So the notices that you plan to send to people are going to advise them of

their new fair market value, show them the new level of assessment, and show them their new tentative assessed value?

MR. MOOG: Correct.

CHAIRMAN NICOLELLO: Since you're reducing the fraction, almost every one that gets that notice is going to get an assessed value that actually looks lower than it does, than the previous?

MR. MOOG: That is correct.

CHAIRMAN NICOLELLO: What is your average resident going to be able to glean from looking at that document?

MR. MOOG: They will get to see what the new full market value is compared to what the market would be on the sale price of the property.

So in a sense they would at least know what the assessment is being based on the value of their homes being sent out.

I know you brought up in the prior meeting about the tax impact and I do appreciate that and that's why we don't have a problem with this transparency because we

do believe that they should know the tax impact. It's just a matter of the timing and try to get it done.

CHAIRMAN NICOLELLO: If you have the information I just described, you agreed to, the average residents, are they able to figure out in any way, shape, or form, what the impact will be on their taxes once they get this notice that you plan to send out?

MR. MOOG: The tax impact, no, they probably will not be able to figure out the tax impact.

CHAIRMAN NICOLELLO: The tentative assessed value becomes final so to speak January 1st, correct, at that point the only thing they can do is grieve their taxes or seek legislative correction?

MR. MOOG: Yes, January 2nd, yes, the notice of assessment will go out. As to tax status date, they will only be able to grieve at ARC after that point.

CHAIRMAN NICOLELLO: Unless they get an impact, an idea on what the impact is on their actual taxes, until that date

arrives, the residents will have no idea what impact it will be on their taxes and their tentative assessment will be locked in other than challenging their taxes?

MR. MOOG: We hope to have it by December. Even if they had the tax impact, the action of knowing your taxes -- let's put it this way, if you get your tax impact earlier, it would just be able to inform you that you have this possible tax -- basically always looking at the assessment and the full market value as what's being judged.

So it valuable information for the taxpayer to know, but the end product from the Department of Assessment is the full market value is what's being judged on our end.

CHAIRMAN NICOLELLO: But from the perspective of the taxpayer, if they see an increase in their taxes, they are more likely to come and say, why is this happening?

To avail them themselves of the various opportunities that they should have

in terms of telephone calls and in terms of site visits.

So if you send out something in which they don't understand what the impact will be, you will be minimizing that contact.

MR. MOOG: We still want to speak to the taxpayers on the new market values. That's the part of the process that we control at the Department of Assessment.

The taxes are an important component but that's not part of the job of the County Assessor.

In the end, knowing what the taxes are is an important component, but in the end they also will be paying on the value of the property.

That's what's being debated on our office when you bring information forward, we tell you how the values are calculated.

CHAIRMAN NICOLELLO: I think the crux of the matter, as you indicated, it may not be as important to the assessment, the

people working the formulas and crunching the numbers, but to the people we represent, the tax impact is what's important, not the fair market value you come up with, not the assessed value after you apply the ratio, but what it is that is going to affect their taxes.

You mentioned some of the things that go into determining what the hypothetical taxes would be, but what has to be done during this seven weeks? Are there computer programs that you use at the Department of Assessment?

MR. MOOG: We actually have to write programs. We will have to create a tax roll, a sort of proto tax roll based on the prior levies.

The levies created in the school tax levy just recently, would have to take those levies, and basically create basically a whole tax roll. That's not a quick process.

Then in the end create a front facing program within the website so people

could access that.

So it's not a quick process and with the limited resources we have, the staff has been parred down quite a bit.

We only really have a couple of people that do the apportionment of tax levy in our office, and one programer doing the database.

We will work as quickly as possible and things can only be done so quickly. We do commit to this and the fact that the 511 report is already in production, we can't really include it in the 511.

CHAIRMAN NICOLELLO: When you say it's in production, have they been printed yet?

MR. MOOG: The cover sheets have been printed and the data has been transferred to the printer and it's being done right now.

CHAIRMAN NICOLELLO: In your letter to the Minority Leader and myself, you indicated that one of the reasons you

couldn't do this was because your staff was finalizing the 2018 2019 roll. Is that what you are representing?

MR. MOOG: The school taxes, right.

CHAIRMAN NICOLELLO: You are still finalizing the roll for the school taxes?

MR. MOOG: It involves sending the data files over for the school taxes to calculate their levies and that process is still going on now because the tax warrants were just issued recently.

CHAIRMAN NICOLELLO: Do you understand that receivers of taxes of all three towns are currently printing those bills, so what is it that you have to do that they don't already have? If they're already printing the bills, what is it that you're working on?

MR. MOOG: Well, they are doing the processing now but there still are some exceptions being made and still correspondence going back and forth

concerning the warrants. So they should be finished up this week, but we have to finish the 511 notices and that data is going forward and then we can start the process of doing this proto tax roll and printing 400,000 plus notices is not a quick process either.

CHAIRMAN NICOLELLO: Do you know what the county did in 2002 in terms of when the reassessment occurred?

MR. MOOG: No, I don't.

CHAIRMAN NICOLELLO: Do you know if they provided sample tax information to residents?

MR. MOOG: We plan to do that and plan to do it as quickly as possible.

CHAIRMAN NICOLELLO: Well, again, you're planning to do it and you're talking now seven weeks. When are you planning to do that?

Are people going to get this before January 2nd?

MR. MOOG: That's what we are hoping to do, yes.

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CHAIRMAN NICOLELLO: You're hoping to do?

MR. MOOG: Yes.

CHAIRMAN NICOLELLO: So in terms of transparency the last time we reassessed, every resident in this county got a notice of what their new fair market value was and they got a notice of what their new level of assessment was, and got a notice of their assessed value.

They also got a notice that explained to them applying the current years of assessment roll what the impact on their taxes were. Every resident of the county.

What you're planning to mail out now has fair market value, level of assessment, assessed value, no tax impact; is that correct?

MR. MOOG: That is correct.

CHAIRMAN NICOLELLO: How can you say that's transparent? What am I supposed to tell my residents when they look at these notices and say I can't figure out what impact this is going to have; am I paying

more in taxes or am I paying less? What am I supposed to tell them?

CHAIRMAN NICOLELLO: That we are planning to have that online as soon as possible when the 2002 tax roll went forward, I believe there was much more robust staffing at the time. I think they had a staffing of over 280 people. We are down to 117.

So when you are down to a meager staff and trying to get things done as quickly as we are, the delays are in there.

Also, putting this tax impact in the local law right now, just when we are in production for 511 makes it nearly impossible to have it in the new notice for November 1st.

CHAIRMAN NICOLELLO: So maybe you should have a second notice go out.

MR. MOOG: That's what we are planning to do.

CHAIRMAN NICOLELLO: Any other legislators? Legislator Rhoads.

LEGISLATOR RHOADS: Thank you,

Mr. Chairman. Mr. Moog, obviously you've stated that the goal is transparency here, you stated as much when you testified before us on September 26th, correct?

MR. MOOG: Correct.

LEGISLATOR RHOADS: If I can ask you, obviously the change in the ratio didn't come upon your office by surprise, correct?

MR. MOOG: It came about after a long and thoughtful process of looking at consultant's report and also looking into preliminary values.

LEGISLATOR RHOADS: But the determination to change the ratio came well before the press conference that the County Executive had last week.

MR. MOOG: I wouldn't say well before. There was a lot of debate going back and forth until the Glatterman's report came in, we didn't know what the ratio is that we would go to and we also met with the tax representatives several times before we made the final decision.

CHAIRMAN NICOLELLO: But as early as September 6th it was reported in Newsday that the County Executive was considering going back on her executive order, her promise to the Legislature not to change the ratio and was actually considering a ratio change, correct?

MR. MOOG: They were considering it, no decision was made at that time.

LEGISLATOR RHOADS: Understood, so as early as September 6th, and that was the date of the Newsday article, so obviously the determination to think about a change in the ratio was made some time before September 6th, there was some knowledge on the part of the administration that that was a possibility; is that correct?

MR. MOOG: That is correct.

LEGISLATOR RHOADS: And the County Executive's office and your office is the one that determines what's actually contained in the 511 notice; is that correct?

MR. MOOG: That is correct.

LEGISLATOR RHOADS: And the 511 notice actually gives different levels of disclosure, it sets forth different things that can be included in the 511 notice, correct?

MR. MOOG: That is correct.

LEGISLATOR RHOADS: And even though you may personally not have known what the county did back in 2002, I'm assuming that the County Executive's office did know back in 2002 what the level of disclosure was the last time that we did a change in ratio. Do you know?

MR. MOOG: I don't know if they know. I'm unaware.

LEGISLATOR RHOADS: That would have been something since the last ratio change we had, I would think that the County Executive's office, perhaps not the County Executive herself, would have gone back to check and see how the county handled it the last time something like this was done, that would seem to be common sense, right?

MR. MOOG: Maybe.

LEGISLATOR RHOADS: It's not fair to ask you that question. I would ask the County Executive that question but I don't have the opportunity.

So, based upon the fact that the county back in 2002 included the highest level of disclosure that they could, when they sent their 511 notices out so that taxpayers would have an actual basis to make a comparison of the impact on the change in ratio, the determination was made despite the fact that we knew as early as September 6th we were thinking about changing the ratio to include the lowest level of disclosure under RPTL 511, right?

MR. MOOG: Even if we were going to try to pursue it at that time, in that part of September, we're getting the warrants ready for the school tax levies and we didn't have the resources to put it into the 511.

LEGISLATOR RHOADS: But Mr. Moog you're talking about seven weeks. If the

reason we can't send these notices out including the information that we want to include, you're telling us is because you need seven weeks to produce it, you don't have seven weeks to be able to produce it, right, that's the rationale you're telling us, you want to provide the disclosure but you can't provide the disclosure in the time frame afforded by the Legislature, right?

MR. MOOG: Correct.

LEGISLATOR RHOADS: Yet, the administration knew as early as September 6th this was a possibility, correct?

MR. MOOG: Possibility, but it wasn't decided upon yet.

LEGISLATOR RHOADS: I understand it wasn't decided but you had to know that this eventuality might come well before you had seven weeks to provide it, right?

MR. MOOG: Maybe. We are contemplating the action. We were reviewing our options, and we were trying to see what would be best for the county at that time.

LEGISLATOR RHOADS: I'm not

interested in what's best for the county necessarily, I'm interested in what's best for the taxpayers and in the interest of disclosure. Was that a consideration at all by the administration?

MR. MOOG: You can't create a proto tax roll without a level of assessment to begin with. If you don't know what the level of assessment is you can't create the tax roll to create the tax impact.

LEGISLATOR RHOADS: But you can start the process of how exactly that 511 notice is going to be generated based upon the information that would be provided once a determination was made with respect to the level of assessment.

MR. MOOG: But we don't have the levies from the school district until October so how can you even start the process?

LEGISLATOR RHOADS: Well, you had the levies for the school district prior to October, didn't you, Mr. Moog?

In fact I know that the County

Legislature actually approved or certified the roll for the school districts back on our September 26th meeting, correct?

MR. MOOG: That was September 26th. Then we have our staff --

LEGISLATOR RHOADS: And in fact you certified the levies for the individual towns back on September 26th as well. In fact, we had to pass this by emergency because it was so important that we get it out as timely as possible so you had as much time as possible to be able to do these 511 notices, right?

MR. MOOG: But at the same time we don't even have the full market values completed until last week. So how can you do a proto tax roll until you have the actual full market values ready to load in with the new level of assessment.

LEGISLATOR RHOADS: September 26th was last week, right?

MR. MOOG: We're just finishing up the full market values this week.

LEGISLATOR RHOADS: So as of

September 26th, you had all the information you needed if you planned in advance to provide the information that was contained in the 2002 disclosure forms?

MR. MOOG: No, we were just finishing up the tax roll this week. You don't have full market values generated tax roll until this week.

LEGISLATOR RHOADS: How are you changing a certified tax roll? Right? Recertified it, County Executive certified the tax roll, you certified the tax roll, so how do --

MR. MOOG: No. I'm talking about the new full market values were not finished until this past week. That's how you generate a new tax roll against the new values.

LEGISLATOR RHOADS: But I thought, Mr. Moog, that you just said in response to the Presiding Officer's questions, you were still finalizing the school tax roll.

MR. MOOG: That's the prior year

of school tax roll. I'm talking about -- when you are doing a tax impact, you're talking about the new full market values coming for the 2021 tax year, correct? Right?

LEGISLATOR RHOADS: I believe you are, you should be.

MR. MOOG: So doing the 2021 tax roll for the impact, you need the full market value for 2021 which were completed this week. So you can't run a proto tax roll until you have the full market values completed for 2021 to do the impact.

LEGISLATOR RHOADS: But the school tax values that you indicated --

MR. MOOG: That's the other part, the prior levy. You have to do the prior levy to create the prior tax rates, but you need the 2021 full market value to generate the new tax roll which was just being completed this week.

LEGISLATOR RHOADS: Okay. So my question to you would be, why is it then when we new the ratio change was potentially

coming, did the administration make a determination that we would not include information regarding the actual impact to taxpayers, dollar impact to taxpayers, that the ratio change was going to cost?

MR. MOOG: I think the intention always was there it's just that we have to get the process going and we are doing it online and subsequent notice.

LEGISLATOR RHOADS: I guess my concern is we control the mechanics of this. We had the opportunity to be able to attempt to generate the information early. The fact that the information is getting to the Assessor's office late is not the fault of the taxpayers, it's the fault of the county, right?

MR. MOOG: The values that were being generated for 2021 tax roll which was generated in conjunction with the two consultants that were hired, that work is only being completed as of very late September. Then we had to make sure we got the physical changes in, new buildings and

alterations that were complete.

LEGISLATOR RHOADS: I understand what happened. But my question is, who is responsible to generate that information?

MR. MOOG: What, the tax roll?

LEGISLATOR RHOADS: The county, right?

MR. MOOG: The county.

LEGISLATOR RHOADS: So the county has control over when that information is made available, correct?

MR. MOOG: Within limitations of the staffing to get it complete.

LEGISLATOR RHOADS: We hired an outside company to do it, right?

MR. MOOG: An outside company to assist on it. We also have the internal staff to do the data collection and the other vetting that's needed to have it done.

LEGISLATOR RHOADS: But if we knew we were going to do something so dramatic as changing the ratio, and we knew that we were doing a complete re-valuation, why wouldn't we have attempted to get the

information we needed to send notices out to taxpayers that provided them with actual beneficial information upon which they could make a basis of comparison? Why wouldn't we try to get that information earlier?

MR. MOOG: Basically the timing and lack of staff at the time. If you look at another jurisdiction, the reason why under 511 Nassau County and New York City are excepted on the type of reporting of 511, because they are very large jurisdictions and it takes a lot of preparation to do a tax impact.

I know even in New York City they do it in the notice in January. Again, when we send out the 511 it's a change of value.

I understand the concerns of the Legislature that they wanted to have the tax impact. But, in the end, the Department of Assessment doesn't have any control over the tax impact or to change the tax impact. We look at value and see if the values are correct.

LEGISLATOR RHOADS: I understand

that and I'm not blaming the Department of Assessment with respect to -- well, what I'm essentially blaming the Department of Assessment and the Executive's Office for is, why should it be that we have to advance legislation providing this level of disclosure to taxpayers?

Why is it not that someone in the Department of Assessment or someone in the County Executive's Office, knowing that we did this back in 2002, why didn't they have the idea, hey, why don't we actually try to provide information that the taxpayer can use?

What's happening now is, I'm going to get a notice at my house and it's going to tell me what the change in market value is, that's fine.

But I've reviewed enough of these notices to know that it's really not the market value that matters, it's really the assessed value that matters.

But, because of the County Executive's determination, that she was

going to reduce the assessed value of your home by approximately 60 percent by lowering the ratio by 60 percent, every single person, most people, despite the fact that their market value is increased, will see their assessed value, even with that increase, is somehow going to be lower leading to the misunderstanding on the part of the vast majority of homeowners that somehow, even though their market value went up, they may actually get a tax cut.

When, in reality, if they knew the dollar value impact of that calculation they may be getting a substantial increase.

So why would we think of sending out a notice that does not provide taxpayers with the actual information they need? Because, let's be honest, if I'm a taxpayer, I want no know what the impact is on my bill. That's what I care about, and that's what I can use as a realistic basis for comparison. Why wouldn't we think about that in advance?

Why does the Legislature need no

advance a requirement that we somehow send out that level of disclosure? Was there any thought given by the administration to that?

MR. MOOG: The administration wanted to try to fill the obligation of 511 law. We do appreciate the Legislature for bringing forth this important action of doing the impact.

That being said, we are going to work on every possible effort to have it brought forth as quickly and accessible as possible to the taxpayers.

LEGISLATOR RHOADS: But if the issue you are telling me is that it's a staffing issue and the issue you put in your letter, as a matter of fact, you said that your senior staff is currently focused on finalizing the 2018, 2019 school tax roll, and until that effort is complete -- and devoting a significant time and resources needed to create a hypothetical tax roll, what I don't understand why it is that when we actually have the tax roll that we are still finalizing it, if what you testified

to is accurate and that essentially you have emails going back and forth, I don't know how many people it takes to look through emails, but it seems as though for something so important as assessment, with four or five weeks before these notices have to go out, I would think that I would find the staff knowing that the notices that we're sending out now are so woefully inadequate to notify taxpayers as to the actual impact of the ratio change on their taxes.

MR. MOOG: The action that we are taking now to get this notice out, the 511 to meet the legal obligation, I know might seem inadequate to the Legislature to probably --

LEGISLATOR RHOADS: It's worse than inadequate, it's misleading. That's what I'm more concerned about.

Under these circumstances, where we're not only changed the values, but also changed the ratio, sending out the notice that the County Executive is -- that the Department of Assessment is planning on

sending out on November 1st is simply misleading.

Because the average homeowner is not going to know what the relationship is between the market value of their house increasing and is not going to understand why it is that their assessed value is decreasing.

It's leaving them with the misimpression that somehow they are receiving a tax reduction when, in reality, the actual impact upon their taxes, they could be receiving a significant tax increase.

Especially, by the way, if the County Executive does not get this five year phase in that she's attempting to request through the Legislature.

In fact, we know that that's not going to happen before January 1st because the Legislature is not in session before January 1st.

I still don't understand how the administration plans on reconciling that.

MR. MOOG: When it comes to the 511 notice, we are under the legal obligation to have the 511 notice put out, we met that obligation.

At the same time, we are committed to have the tax impact put online as soon as possible with the resources that we have. And to follow it with a notice to all taxpayers on that tax impact.

That will all occur before the January 2nd notice goes out. Again --

LEGISLATOR RHOADS: But at a time when it's too late for the average taxpayer to do anything other than to grieve their taxes.

MR. MOOG: Well, what would they do if they had it earlier?

LEGISLATOR RHOADS: Well, the Legislature would have the ability to make an amendment to the tax roll, wouldn't we, if there was an error?

MR. MOOG: Amendments made to the tax roll made during the tentative roll and that's when they're done during that period.

The tax roll will not be finalized until 2020.

LEGISLATOR RHOADS: Understood, but if they received notices that they were supposed to -- that they would normally receive on November 1st and it actually disclosed the impact, what if there was a public outcry if they understood what the actual impact upon their taxes was going to be?

MR. MOOG: If you are thinking that way then the outcry will occur in December and what would be the result of either November or December on that notice.

LEGISLATOR RHOADS: The idea is to provide transparency, right?

MR. MOOG: That's what we're trying our best to do.

LEGISLATOR RHOADS: The idea is to provide accurate information as early as possible so that people can make an informed decision about how they're going to respond to this, correct?

MR. MOOG: Correct.

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LEGISLATOR RHOADS: So the rationale that they will have an opportunity in December or have an opportunity sometime before January 2nd when the roll becomes final, we're really not providing them much of an opportunity? Our last meeting for the year I think is December 18th, if I'm not mistaken, if I wrong somebody will let me know, I'm sure I'll get an email.

The idea is to provide them with the information when they have time to be able to respond in a meaningful way. They have from March to file with ARC.

LEGISLATOR RHOADS: I understand they can avail themselves of the grievance process. But the point is, providing them the notice of tentative assessment is supposed to provide them with that information in enough time for them to be able to react to it, not just by grieving, but by petitioning their Legislature and their government if they think there is a wide scale error with respect to the roll in time for us to be able to correct it,

right?

MR. MOOG: We believe if we the information available by December there will be enough time to correct any errors.

LEGISLATOR RHOADS: It's nice of you to think that. I don't know that they would necessarily agree. And I certainly don't agree.

But I guess the concern, one of the concerns that I have is, you did answer some questions back on September 26th that were posited to you by the Presiding Officer indicating you were asked this question, the Department of Assessment has the means by which they can estimate assessed values at homes, they can estimate the impact on taxes, based on tentative assessed values. You responded, "I would say that we would have to load like a proto tax roll. That is not an easy thing to do. We probably could load a proto tax roll." You remember saying that?

MR. MOOG: Yes.

LEGISLATOR RHOADS: Why was it

possible for us to be able to do this in time for the November 1st notices back on September 26th, but it's not possible for us to do it now?

MR. MOOG: I said we had to load a proto tax roll. I didn't say long it would take. And then develop the programming in for that.

LEGISLATOR RHOADS: Well, the context of the conversation was in advance of the notices that had to go out on November 1st.

MR. MOOG: I don't think I made that in that context. I said you had to load a proto tax roll and it was a very complex thing to do.

LEGISLATOR RHOADS: But it would still be possible for it to be done?

MR. MOOG: Not by the November 1st time line.

LEGISLATOR RHOADS: By the way, I understand that part of the problem is that the notices are already in production. Who is actually printing these notices?

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MR. MOOG: Fed Cap.

LEGISLATOR RHOADS: Do we have anybody from Fed Cap that has indicated that they can not get the notices produced within the next four to five week period of time in time for November 1st.

MR. MOOG: You mean the tax impact you mean?

LEGISLATOR RHOADS: Right.

MR. MOOG: They're not the ones for the calculation for the tax impact. They just get the data from us.

LEGISLATOR RHOADS: So you're saying they just do the production. It's still your people that actually do the inputting of the information that will be produced on those individuals rolls?

MR. MOOG: Correct.

LEGISLATOR RHOADS: So the question becomes then, it's not that we don't have the staff to be able to do it, it's just that the staff is doing other things.

MR. MOOG: It's both. The staff

are doing other things and it's a very time consuming process. It's not something that's simply done by a couple of pushes on the computer keyboard.

LEGISLATOR RHOADS: But I understand then if the interest is being transparent, what would be more important than providing taxpayers with actual information that they can use as a basis for comparison in the 511 notice?

MR. MOOG: We understand the importance of having the tax impact information available to taxpayers and we are working as quickly as possible to provide that.

As I stated before it will take approximately seven weeks to get that done.

LEGISLATOR RHOADS: But this Legislation was introduced last week, we knew this was coming. You knew that a change to the ratio was coming potentially as early as September 6th.

The thing that I don't understand and you're not going to be able to provide

me the answer to that question is, why is it that we are not already in the process of trying to produce that information?

Why is it that we weren't providing that disclosure not by action of the Legislature, but by action of the County Executive planning to provide that level of disclosure at the beginning of September?

Why is it that we are finding out a week after legislation has been introduced, we are getting the excuse that we don't have enough time to do it? Why wasn't that plans were being put in place as soon as the legislation was introduced and you knew this was coming to try and get that information that you needed to get it uploaded into the 511 notices that are going out November 1st?

The issue that I have is, I don't think that there would be anything more important for the bulk of your staff to be doing. I understand you're understaffed and we're going to be having budget hearings obviously they are starting tonight,

starting in about an hour, where we are going to talk about staffing levels in a variety of departments including the Department of Assessment.

But I would think we would be using the staff that we have to try to get adequate notices out to taxpayers especially since we all seem to share the belief that we should be providing the utmost most level of disclosure as is listed in RPTL 511.

Do you disagree with that?

MR. MOOG: I don't know what your question is, it went on for so long.

But I will say that considering the time line that we are operating under --

LEGISLATOR RHOADS: I guess the problem is, and I apologize for cutting you off, the problem is the time line we are working with is a time line that we created. Right? We hired this expert, Robert Glatterman. He is the expert you spoke about, you are waiting on his report before you can make a determination as to what you were going to do. Right?

MR. MOOG: Correct.

LEGISLATOR RHOADS: By the way, did the Legislature approve that contract?

MR. MOOG: That was discussed at the last meeting. It was a contract by the County Attorney's Office.

LEGISLATOR RHOADS: Okay, so the County Attorneys Office hired the expert witness to be used by the County Assessor without Legislative review, correct?

MR. MOOG: That you would have to ask the County Attorney. The county attorney hired as an expert witness.

LEGISLATOR RHOADS: Well, I can tell you if it had gone through the normal procurement process it would have come to the Legislature. They elected not to go through the normal procurement process and they elected to hire this particular expert as an expert witness specifically to avoid having to go for legislative review, correct?

MR. MOOG: No. It was hired as an expert witness in light of that potential

litigation. That's why the expert was hired. Because of a possible ratio litigation.

LEGISLATOR RHOADS: But the Legislature is the elected representatives of the folks that are out there that pay the bills in this place, the taxpayers.

MR. MOOG: Correct.

LEGISLATOR RHOADS: We didn't even know who this expert was until a week ago when you disclosed him, correct?

MR. MOOG: Correct.

LEGISLATOR RHOADS: We didn't have an opportunity to vet this individual, correct?

MR. MOOG: Correct.

LEGISLATOR RHOADS: We didn't have an opportunity to take a look and see what his qualifications were.

MR. MOOG: That is correct.

LEGISLATOR RHOADS: We didn't have an opportunity to be able to see if there were any potential conflicts?

MR. MOOG: That's correct.

LEGISLATOR RHOADS: We didn't have an opportunity to see his qualifications?

MR. MOOG: That is correct, but it was also an expert witness contract, and I understand that the County Attorney is allowed to have expert witness contracts.

LEGISLATOR RHOADS: It's an expert witness contract because you elected to proceed by hiring him as an expert witness instead of as a consultant which would have had to go through the normal bidding and procurement process.

MR. MOOG: Hired as an expert witness to try to provide information concerning potential litigation against the county in light of a ratio trial that may come about.

LEGISLATOR RHOADS: But still we have absolutely no idea why this individual or how this individual was chosen?

MR. MOOG: That you would have to ask the County Attorney.

LEGISLATOR RHOADS: The County

Attorney is not here. By the way, did your office, Mr. Moog, happen to, either you or your office recommend this individual?

MR. MOOG: The County Attorney asked for recommendations of potential people for ratio analysis, yes.

LEGISLATOR RHOADS: What was this individual's qualifications?

MR. MOOG: He was a nationally known expert in doing ratio reports for litigation. He's known throughout the country.

He also did the ratio analysis for other jurisdictions throughout the country.

LEGISLATOR RHOADS: By the way, I am not in any way attempting to disparage Mr. Glatterman's qualifications in any way. He may very well be eminently qualified to do to this. I have no idea one way or the other because it never came to us because of the way it was handled through the County Attorney's Office.

But it's of particular importance

to me since what we are being told is that the entire reason why our time frame is so backed up, that we can't get notices out to the people that actually in time for November 1st that have information that would actually be useful in helping to make decisions as to how they are going to react to their tentative assessment is because Mr. Glatterman got his expert report to us too late to be able to do that.

MR. MOOG: Got it to us in a quite timely fashion and he did it as quickly as possible. If you look at ratio reports done nationwide, it use usually takes twice as long.

CHAIRMAN NICOLELLO: This is the last question. We will come back to you.

LEGISLATOR RHOADS: I understand. We've controlled the timing of this from the very beginning.

We approved the contracts back in March with a determination from the County Executive that she was not going to manipulate the ratio. That was the basis

upon which we approved the contract for the re-valuation.

We went out, hired the individuals, the companies, they went out, they did their valuations. Then at some point in time we hired an expert to take a look at the numbers to see how the ratio would be impacted by the numbers.

The expert gets reporting wrong. Isn't that ultimately the fault of the administration, why we are so backed up on this time line? Especially since the administration is the one that based upon that expert report has made the determination that's created this problem in the first instance with respect to disclosure changing the ratios in violation of her own executive order and in breach of her agreement with the Legislature? Wouldn't it be the administration's fault that we are in this quandary at the moment?

MR. MOOG: I would say that we are trying our best to provide the transparency you are asking for as quickly

as possible, and that the 511 report being put out by requirement of law is what it is as we meet that obligation.

We are moving towards getting the tax impact put online as quickly as possible and notice to send out to taxpayers.

LEGISLATOR RHOADS: I know what you're trying to do but just not good enough.

CHAIRMAN NICOLELLO: Let's have other questions. Legislator DeRiggi-Whitton and Legislator Schaefer.

LEGISLATOR DERIGGI-WHITTON: This is more a statement than a question. But I was very much in support of us trying to fix the roll. I think it's a very good mission and goal to have. I'm happy that we hired the assessor and I voted to go along with the contracts to hire a company to get the roll correct.

But I have to say as much as the idea itself is a positive and good one, I'm already getting the feeling that we're doing something that we're really not supposed to

do as elected officials which is creating uncertainty for our constituents.

I'm a single mom. Been one for ten years. What do you do, well, if you know your taxes are going up a lot you may be spending less or something else. That's my life. I know there are a lot of people like me.

So I think that we're turning something positive which was to correct and be honest and transparent and turning it around to something the public is perceiving as much less than transparent.

I have thought all along that we are rushing this, especially with the major changes that have happened since March. I think we're depending on the state to do something.

The whole thing in my opinion, I'm going to say this, borderline reckless, we are dealing with people's lives, dealing with their accounts.

Again, I'm upset because I really wanted to have this be, of all of our goals

is that we fix the assessment. I hope you're enjoying your time in Nassau, but it is good to have a real assessor but on the other hand, I think you know the impact that this has on us.

And, yes, is it important to avoid these lawsuits, yes. But it's also important to avoid zombie homes and the stress of unknowing.

Whether it's buying new tires or going other places, I have people coming up to me already, what are you doing? First of all, we grieved our taxes, we paid for them to be grieved, maybe we benefitted. People are feeling like they did what they were supposed to do and might be getting hit quite severely.

I don't have the answers for them. I can't say, don't worry, your taxes are only going up X amount. What we're doing by sending out these letters is we're alerting them of a change, already aware of the change, and we have no answers. But you're putting us in a situation where we

can't answer them.

So, that's really my statement. That's all I have to say other than we have to slow down and we have to do this in the right order. The right order is to not create panic for our residents and yes lowering their value or their market value, great. But every one already knows there is something else coming. They read it in Newsday and other newspapers that their taxes could go up in a much greater amount than what was previously allowed.

So as an elected official that represents people and as a homeowner myself, I think we owe them to do this the right way and give them the correct, full amount of information once we have it and sure it's correct. Thank you.

MR. MOOG: I understand your concern and we are. That's why we are working towards having a transitional assessment to ease the change over five years.

CHAIRMAN NICOLELLO: Legislator

Schaefer.

LEGISLATOR SCHAEFER: I had something you could clarify for me. You said earlier that the full market values were just completed last week; is that right?

MR. MOOG: Just completed within the last couple of days because we had to get the alterations, new buildings, and try to get that as complete as possible.

LEGISLATOR SCHAEFER: But the report by the expert, what did he use if he didn't use full market values because that report was received mid September?

MR. MOOG: He used the full market values but he used the ones from a snapshot before we finished all the alterations. The alterations in the new buildings, even though there are a small number of properties, they do have value that we want to make sure we capture before the tax roll.

So when we do the finish up on the tax roll, it's mainly getting the

alterations in the new buildings complete on that and making sure those are done correctly.

LEGISLATOR SCHAEFER: So that was what was completed in the last few days, the full market value for those?

MR. MOOG: Yes.

LEGISLATOR SCHAEFER: And the report was based on obviously a group of --

MR. MOOG: Snapshot in late August.

LEGISLATOR SCHAEFER: How many was that?

MR. MOOG: The entire population of full market value, but it was lacking some of the alterations in new buildings. But we don't think it made a significant difference in the entire report.

LEGISLATOR SCHAEFER: A snapshot which would be what percentage of all of --

MR. MOOG: Of all 379,000 parcels using a sale sample of 12,000 sales, 8,000, I forget the actual number, verified sales used in the sales ratio study.

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LEGISLATOR SCHAEFER: Okay. Was that clarified in the report?

MR. MOOG: Yes.

LEGISLATOR SCHAEFER: He uses a snapshot and still some that were remaining that needed to be completed?

MR. MOOG: That wasn't exactly explicit report, that there were still some other alterations and new buildings being done.

LEGISLATOR SCHAEFER: That was the reality.

MR. MOOG: Because it was a preliminary report. The full report of that kind takes a couple of months and he was able to complete it, like six weeks, four weeks.

LEGISLATOR SCHAEFER: Thank you.

CHAIRMAN NICOLELLO: I just have a few follow-ups and then we can finish. I'm a resident and I get my 511 notice from the county, I want to know what my tax impacts are. I get it on November 5th. Can I call your office and you can tell me what

my tax impacts are?

MR. MOOG: I will not be able to tell you the tax impact until we finish the tax impact which I said will take seven weeks.

CHAIRMAN NICOLELLO: So you can't do it for even an individual, it takes seven weeks in total, correct?

MR. MOOG: Because you have to run a whole proto tax roll with all the impacts on the 400 taxing authorities and 50 plus school districts.

CHAIRMAN NICOLELLO: At our request, the contractor when he met with us in March, produced estimated taxes for properties in the Village of Williston Park and other places. It was comparison purposes.

So I'm really not sure if this seven weeks is accurate. In other words, it's not even going to go up on online for at least seven weeks, correct?

MR. MOOG: We are going to try to do our best. If it's before seven weeks, we

will have it up, but we are saying seven weeks to be safe, to make sure we do quality assurance on the proto tax roll that we are doing.

CHAIRMAN NICOLELLO: Is the administration planning to do any community meetings following the issuance of the 511 notice>

MR. MOOG: We opened the four satellite offices and we are open to explain how the full market values were calculated. I'm not sure of the schedule of the County Executive on that issue.

CHAIRMAN NICOLELLO: Maybe the County Executive, maybe yourself, but are you planning any meetings in the communities?

MR. MOOG: I wasn't planning any yet, no.

CHAIRMAN NICOLELLO: I think you should, to put it mildly. Here's the thing, with the satellite offices and all the other outreach, if people aren't getting their tax impact notices until late, then I think what

you've accomplished is that you've suppressed the number of people who are going to reach out.

They're not going to understand or as Legislator Rhoads indicated, they're thinking they're getting a decrease in taxes.

By delaying the tax impact notice, I think you're going to suppress the number of people that come out before that hits. But once those go out, I think you can expect a massive outreach from the residents of Nassau County.

The only other thing I want to touch on is fair market value, one of the reasons you said you couldn't even run a proto tax roll at this point, if you just got fair market values, what was the delay? Contractor didn't produce fair market values until now? Or were they available a month ago, two months ago?

MR. MOOG: They finished their preliminary work in the middle of September and then from that point on, we go out and

make sure all the alterations and new buildings are complete on the tax roll. We also wanted to vet the numbers and make sure they were correct.

CHAIRMAN NICOLELLO: So you received the fair market values from the contractors in the middle of September and then had to do leg work, go out in the field, is that my understanding?

MR. MOOG: Correct.

CHAIRMAN NICOLELLO: Who was doing that, Department of Assessment?

MR. MOOG: Yes.

CHAIRMAN NICOLELLO: So it's been held up two or three weeks while this has been going on?

MR. MOOG: Well, they had to take a look at the alterations in the new buildings.

CHAIRMAN NICOLELLO: That doesn't sound possible. There's fair market values county wide. Are they going out to thousands of buildings?

MR. MOOG: We also run

statistical analysis on the values to make sure the values were as correct as they could possibly could. It's final vetting of the numbers and we don't accept them on face value.

CHAIRMAN NICOLELLO: Here's the issue. From outside the Department of Assessment, you're throwing up all sorts of images and concepts and from outside the Department of Assessment it's difficult to gather it whether you are accurate, whether you are not, whether what you're telling is truthful or whether it's not.

Unfortunately you're not accountable and it's something that the Legislature and people of Nassau decided a few years ago in terms of a appointed assessor.

I certainly wished we had not done that, and certainly the assessor should be accountable to the people.

I think we would have different answers and I think we would have different notices going out at this point.

Anyway, Siela has a question and Legislator Rhoads. Legislator Bynoe.

LEGISLATOR BYNOE: Good evening. So I have to ask this question. And the reason I'm asking is because we are waiting until some time in January to determine the appetite of whoever is elected to these state positions to determine whether they will consider and support an initiative that would allow for some transitioning for those that are going to be receiving a very sharp increase.

We're also mindful of those that have been sitting at the top of their assessed values and have been shouldering the brunt of this current practice of grieving taxes.

So having both of those folks in mind, and fearful that we may not have any support at the state, I just I know that we spent some money to do this re-val, and I do know that you are trying to increase your staffing and if I guess we had that increased staffing we wouldn't have gone out

and spent this money.

I have to ask this question, why can't we just stop where we are right now and figure out a way forward without having this mystery of what will be the outcome, what will be the impacts?

This body hasn't even received any data to understand where we are, let alone the general public.

So I just need to understand why, if that has been considered, and, if not, why not?

MR. MOOG: The decision to go forward was made because the County Executive and I concur with this, is trying to stop the mass reductions being done at ARC and constant degrading of the tax roll and the inaccuracies that were existing in the prior tax rolls from an eight years of a frozen roll.

LEGISLATOR BYNOE: I agree with that. But I'm a person, I believe in implementation, and having an effective implementation, one that is not caught in

the muck and the mire of the unknown.

I think that the implementation of this -- I think we all want the same thing. I think we just want it to be in a very methodical way. We want it to be able to measure outcomes and clearly this process doesn't provide that for us. It doesn't provide it for the 19 people that are elected to represent the 400,000 households, homeowners.

And if we're not in a place where we're comfortable, you have to know the general public isn't.

So we all want to get to the same finish line but I think you're handicapping us. We don't know how to move forward. I'm concerned that this particular implementation is not clear enough for me. It's not clear enough for me and I'm concerned about it. I believe in transparency.

I'm fearful that that level of transparency is going to create a large mass hysteria across Nassau County because, at

that point, even in December, we will have the information we need from the state. We will not know whether there is any support for what we need here locally.

So I get the reason for wanting to make sure that people are prepared as my colleagues stated, people might need to go out and get second jobs, stop spending money, pull kids out of private school, and make some adjustments and make some hard decisions, but I don't think we made any hard decisions, the real hard decisions here with our taxpayers in mind. I don't think we did that.

If we did, we would have pumped the brakes much earlier on. I advocated for that much earlier on.

I don't know why we thought we could solve such a significant issue in a short amount of time. I wish we would have spent a little more time on it.

I would say, if it's not too late, to put a pin in it at the moment.

CHAIRMAN NICOLELLO: Legislator

Rhoads, you want to finish up?

LEGISLATOR RHOADS: I apologize. Just a couple more quick questions.

Would it be fair to say then based on when the final roll was actually issued and the fact that we certified the roll back on September 26th that the expert report that's being relied upon by the administration was actually prepared without the final roll to review?

MR. MOOG: It was prepared with the snapshot of market values that were made available to him.

LEGISLATOR RHOADS: It would be fair to say it's based upon estimates, it's not based on the final roll? It can't be because we just certified the final roll.

MR. MOOG: It was the values that were made available in late August, early September, so it was close to the values.

And that was on the 2021 numbers. The numbers that you just certified were the school roll numbers for the prior year. The '18-'19 year.

LEGISLATOR RHOADS: But the point is, that the expert was using numbers that weren't final, correct?

MR. MOOG: No, they were not complete final numbers, correct.

LEGISLATOR RHOADS: So he's giving his opinion with respect to a billion dollars worth of taxes based upon estimates?

MR. MOOG: Based upon the snapshot of market values that were given to him in late August, early September?

LEGISLATOR RHOADS: Again, estimates not final, right?

MR. MOOG: And at that time we believed over 98 percent were final.

LEGISLATOR RHOADS: But, wait. If 98 percent were final, then why are we having such problems producing notices? I don't want to backtrack.

One last question. The seven week number that we keep throwing around, who came up with that number?

MR. MOOG: That number came up when I consulted with

Both the person in charge of taking care of the apportionment to the taxing jurisdictions and our computer database person to do the actual computer-generation and the programming.

LEGISLATOR RHOADS: But ultimately you are the assessor, it's your department that's producing them, you are in charge of the time line, right?

MR. MOOG: Within the limitations of them getting the work done.

LEGISLATOR RHOADS: But it's a question of devoting staff to make sure the mission is accomplished, right?

MR. MOOG: The staff that's available to do this, have a limited number of expertise to do this work.

LEGISLATOR RHOADS: But the point that I want to make, as committed as the County Executive is to moving forward with this process under the conditions that she has set, I am equally committed to making sure that there is the appropriate level of disclosure in a timely fashion which is what

this bill accomplishes.

There is an old quote, by I think it's attributed to Hannibal originally that is assumed by our military "find a way or make one." That is going to be my instruction along with my vote to the Department of Assessment. Find a way or make one to get the appropriate level of disclosure that's put in this bill into those notices that go out on November 1st.

If we don't do that, it will be a gross injustice to the taxpayers of this county. Thanks, Mr. Moog.

LEGISLATOR KOPEL: Thank you. I'm going to be very brief.

I think one thing that we have abundantly established over here is that the administration is not ready to implement this in a timely fashion such as to make sure this works and alleviate taxpayer's concerns.

I think it's abundantly clear that both sides of the aisle are uncomfortable with the administration's

plans here.

You are trying to get too much done too quickly. You are trying to do a comprehensive re-valuation of all of the homes in Nassau County which is a monumental task all by itself which will almost certainly provoke or pull out a lot of complaints and disagreements.

You take that and you add on top of it the change in the level of assessment which is being done in violation of a pretty expressed promise that was made to this body. You put it altogether and you're probably going to get some chaos there.

My suggestion that I'm going to make is that, why not do one thing this year and let's -- at this point and then do something else and take your time, and let's get the valuations right and let's do the level of assessment in another year when we can all talk about so that we are all comfortable with it.

We here are not comfortable with it, and that's on both sides. If the

administration wants to bull ahead and do something notwithstanding the accumulated wisdom of this body here, that's not a right thing to do and probably not a smart thing to do.

MR. MOOG: I will take your concerns back to the County Executive from all the comments that were mentioned here.

LEGISLATOR BYNOE: Thank you, Presiding Officer. To Legislator Kopel's point, I'm in agreement that there is uncertainty and there's some concern.

I would be concerned if we moved forward with the re-val and implementing the re-val and not having the levels of assessment addressed simultaneously because, as I made clear earlier in the year, it does not take into consideration the impacts to those who have not grieved.

I'm in agreement that the two should go hand and hand and every one's interests should be taken into consideration as we move forward.

I don't agree with that point. I

just want to be clear about that. Thank you.

CHAIRMAN NICOLELLO: I think we're done, we request that someone from IT be present.

I think you referred to that data person, so on the 15th we request that person be present. We have some questions about the seven week period it's going to take to produce these hypothetical potential tax impacts.

MR. MOOG: Okay.

CHAIRMAN NICOLELLO: Anyway, thank you. Any other discussion?

(No verbal response.)

Is there any public comment?

(No verbal response.)

Hearing none, all those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

Motion to adjourn?

LEGISLATOR RHOADS: So moved.

LEGISLATOR BYNOE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Rhoads, seconded by Legislator Bynoe. All in favor of adjourning signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

We are adjourned.

(Whereupon, the Rules Committee adjourned at 6:30 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of October, 2018.

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FRANK GRAY

NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO,
Presiding Officer

PUBLIC SAFETY COMMITTEE

DENISE FORD, Chairwoman

1550 Franklin Avenue
Mineola, New York

Wednesday, October 3, 2018
1:25 P.M

A P P E A R A N C E S:

DENISE FORD,
Chairwoman

STEVE RHOADS,
Vice Chairman

VINCENT MUSCARELLA

JOHN R. FERRETTI

DELIA DERIGGI-WHITTON,
Ranking

SIELA BYNOE

DEBRA MULE

MICHAEL PULITZER
Clerk of the Legislature

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Public Safety Committee/10-3-18

CHAIRWOMAN FORD: At this time I will call the Public Safety Committee to order and ask the clerk to call the roll.

CLERK PULITZER: Thank you. Public Safety Committee roll call. Legislator Mule?

LEGISLATOR MULE: Here.

CLERK PULITZER: Legislator Bynoe?

LEGISLATOR BYNOE: Here.

CLERK PULITZER: Ranking Member Delia DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: Here.

CLERK PULITZER: Legislator John Ferretti?

LEGISLATOR FERRETTI: Here.

CLERK PULITZER: Legislator Vincent Muscarella?

LEGISLATOR MUSCARELLA: Here.

CLERK PULITZER: Vice Chair Legislator Rhoads?

LEGISLATOR RHOADS: Here.

CLERK PULITZER: Chairwoman Denise Ford?

Public Safety Committee/10-3-18

CHAIRWOMAN FORD: Here.

CLERK PULITZER: We have a quorum, ma'am.

CHAIRWOMAN FORD: Thank you very much, sir. There is only one item on the agenda today which is Clerk Item 516-18, an ordinance supplemental to the annual appropriation ordinance in connection with the correctional center.

May I have a motion?

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR RHOADS: Second.

CHAIRWOMAN FORD: Moved by Legislator Muscarella, seconded by Legislator Rhoads. The item is before us. Who is here? Good afternoon.

MS. HALL: Narda Hall, Correctional Center. Item 516-18 is a supplemental appropriation request for $463,136 to be received from the federal drug enforcement agency deposited with the county treasurer. The amount and timing for receipt of the funds is dependent on the amount of seizures as well as completion of

pending investigations and convictions. The fund is used towards canine expenses.

CHAIRWOMAN FORD: You say the money, the $400,000, once you have seizures or whatever, you will be able to receive this funding and spend it on canine expenses?

MS. HALL: Yes. This is the dog money for the canine currently we have at JFK Airport.

CHAIRWOMAN FORD: How many canine dogs are we supplying?

MS. HALL: We currently have seven.

CHAIRWOMAN FORD: Plus the handlers, right?

MS. HALL: Yes.

CHAIRWOMAN FORD: Any debate or discussion? Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Chairwoman. Hi Narda, how are you?

MS. HALL: Good. Thank you.

LEGISLATOR BYNOE: So that is going to cover the cost of the seven dogs

and the handlers?

MS. HALL: Seven dogs and the handlers. We use the funding for food, veterinary services. Also, equipment purchases, the kennels for the dogs, we are recently made purchases of three canine vehicles for the canines and any other expenses that occur for the canines.

LEGISLATOR BYNOE: Does that offset the total cost or is this just partial?

MS. HALL: This is partial. The funding is received over a period of time so we receive in increments anywhere from $500 to $1,000 a month. We receive it on a monthly basis.

Because of the timing in which we receive it, we usually wait until we have a substantial amount and we come to the Leg, otherwise we will be here every single month.

LEGISLATOR BYNOE: Thank you, Narda.

CHAIRWOMAN FORD: Are there any

questions from the legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of passing this item signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously. Since there is no other business in front of this committee, may I have a motion to adjourn?

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR RHOADS: Second.

CHAIRWOMAN FORD: Moved by Legislator Muscarella, seconded by Legislator Rhoads. All in favor?

(Aye.)

This committee is now adjourned. Have a good afternoon.

(Whereupon, the Public Safety Committee adjourned at 1:28 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of October, 2018.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO,
Presiding Officer

FINANCE COMMITTEE

HOWARD KOPEL, Chairman

1550 Franklin Avenue
Mineola, New York

Wednesday, October 3, 2018
3:10 P.M

A P P E A R A N C E S:

HOWARD KOPEL,
Chairman

VINCENT MUSCARELLA,
Vice Chairman

TOM MCKEVITT

ROSEMARIE WALKER

ELLEN BIRNBAUM,
Ranking

ARNOLD DRUCKER

DEBRA MULE

MICHAEL PULITZER,
Clerk of the Legislature

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Finance Committee/10-3-18

CHAIRMAN KOPEL: Will the Finance Committee please convene. I will call the roll. Legislator Mule?

LEGISLATOR MULE: Here.

CHAIRMAN KOPEL: Legislator Drucker?

LEGISLATOR DRUCKER: Here.

CHAIRMAN KOPEL: Ranking Member Birnbaum?

LEGISLATOR BIRNBAUM: Here.

CHAIRMAN KOPEL: Legislator Walker?

LEGISLATOR WALKER: Here.

CHAIRMAN KOPEL: Legislator McKevitt?

LEGISLATOR MCKEVITT: Here.

CHAIRMAN KOPEL: Legislator Muscarella?

LEGISLATOR MUSCARELLA: Here.

CHAIRMAN KOPEL: I'm here. We have a quorum.

We have a number of items on for this afternoon. What I'm going to do is I'm going to call the first four items together.

Finance Committee/10-3-18

These items pertain to the budget, the outcome of the budget for the 2019 fiscal year.

Now since we've not held our budget hearings yet, and those hearings are going to be held before the Full Legislature, what I propose is that we just pass this through committee and defer our judgement until the entire Legislature has had the opportunity to tee it up, in other words, as Legislator Muscarella says.

Number 512 of '18, 513, 514 and 515. Motion?

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR DRUCKER: Second.

CHAIRMAN KOPEL: Motion by Mr. Muscarella, seconded by Mr. Drucker. All those in favor of teeing this up?

(Aye.)

Any opposed?

(No verbal response.)

Carries unanimously.

Those items are passed unanimously.

Finance Committee/10-3-18

Number 516 is an ordinance supplemental to the annual appropriations in connection with the Correctional Center.

LEGISLATOR WALKER: So moved.

LEGISLATOR BIRNBAUM: Second.

CHAIRMAN KOPEL: Motion by Legislator Walker and seconded by Legislator Birnbaum.

MS. HALL: Narda Hall, Correctional Center. Item 516-19 is a supplemental appropriation request for $463,136 to be received from the Federal Drug Enforcement Agency deposited with the County Treasurer.

The amount and timing for receipt for the funds is dependent on the amount of seizure as well as completion of pending investigations and convictions.

The funding is used towards canine expenses and its handlers.

CHAIRMAN KOPEL: So there's no budgetary impact, it's fully funded?

MS. HALL: No.

CHAIRMAN KOPEL: Any questions?

Finance Committee/10-3-18

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

That item passes unanimously.

517 of '18 is a resolution to authorize the transfer of appropriations. Another one of those.

LEGISLATOR MCKEVITT: So moved.

LEGISLATOR MULE: Second.

CHAIRMAN KOPEL: Motion by Mr. McKevitt, seconded by Legislator Mule. Please.

MR. HAHN: Timothy Hahn, Medical Examiner's Office. This is a request for transfer of funds with the Paul Coveto Grant for the Medical Examiner's Office in the amount of $8,200 to establish an equipment line for the purchase of a water purification system for drugs of abuse

analyzer.

CHAIRMAN KOPEL: That's just a transfer within the current budget?

MR. HAHN: Correct.

CHAIRMAN KOPEL: Any other questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor?

(Aye.)

Any opposed?

(No verbal response.)

Thank you. That item is unanimous. Thank you, sir.

Number 519 is supplemental to the Health Department.

LEGISLATOR DRUCKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN KOPEL: That motion is made by Legislator Drucker and seconded by Legislator Muscarella.

MS. LAURAIN: Good afternoon. MaryEllen Laurain, Department of Health.

Finance Committee/10-3-18

Item 519-18 is a supplemental appropriation in the amount of $177,604. This is for our Drinking Water Enhancement Program. It's 100 percent funded through New York State Department of Health. We collect water samples, we review over 250,000 water samples submitted to us by the water districts and our engineering department reviews the plans.

CHAIRMAN KOPEL: You check it for?

MS. LAURAIN: It could be microbiologicals, heavy metals, pesticides, there is a whole list.

CHAIRMAN KOPEL: If you find any what happens?

MS. LAURAIN: If there is an elevation, we have to be immediately notified. Depending upon what it is it's either resampled or a do not consume or do not use order issued. That doesn't happen very often.

CHAIRMAN KOPEL: It does happen?

MS. LAURAIN: It has happened but

not very often thankfully.

CHAIRMAN KOPEL: Any questions? Legislator Birnbaum.

LEGISLATOR BIRNBAUM: How often are the water samples collected?

MS. LAURAIN: Weekly.

CHAIRMAN KOPEL: Any other questions?

LEGISLATOR WALKER: I just ask that for all of these, that the information from the previous committees be included, entered here in the record.

CHAIRMAN KOPEL: Without any objection.

(Whereupon, please refer to the minutes of the Health and Social Services Committee dated 10-3-18 pertaining to Clerk Item 519-18; pages 5-7.)

CHAIRMAN KOPEL: Any other questions? Legislator Drucker.

LEGISLATOR DRUCKER: Newsday reported today that the one forth dioxin has been found in water supplies from Montauk to Western Nassau.

So I suspect that your samples are going to be filled with those types of findings.

MS. LAURAIN: Yes. We are sampling and the New York State Department of Health and the DEC and EPA are also investigating that.

LEGISLATOR DRUCKER: Right. We are still waiting for the state and our federal government to come out with regulations?

MS. LAURAIN: Correct.

CHAIRMAN KOPEL: Anything else?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

That item is unanimous once again. Thank you.

Number 520. I guess that's you

as well. Any others after that?

MS. LAURAIN: No.

CHAIRMAN KOPEL: It is another transfer of appropriations.

LEGISLATOR WALKER: So moved.

LEGISLATOR MULE: Second.

CHAIRMAN KOPEL: That motion is made by Ms. Walker and seconded by Ms. Mule.

MS. LAURAIN: MaryEllen Laurain, Department of Health.

This is a transfer for $4,034. This is a New York State Department of Health Grant funded program and it's to maximize our grant reimbursement.

CHAIRMAN KOPEL: Any questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

That's unanimous once again.

Thank you.

521 is supplemental to the annual appropriations with the Department of Human Services.

LEGISLATOR MCKEVITT: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN KOPEL: Motion by Mr. McKevitt, seconded by Ms. Walker.

MR. HALL: Brian Hall, Human Services. This is a grant from the New York State Office of Mental Health, $199,000. It's to be used by -- it's for our jail diversion funds to be used in our mental health courts.

CHAIRMAN KOPEL: Any questions? Yes, Ms. Mule.

LEGISLATOR MULE: What specifically will it be used for, current inmates to keep people out of jail?

MR. HALL: It's more to keep people out of jail, people who are facing trial, they put them through this jail diversion fund to avoid jail and go for rehab counseling and whatever else instead.

Finance Committee/10-3-18

LEGISLATOR MULE: Does this fully fund those efforts?

MR. HALL: Well, we already have a program going. This is additional money they are giving us to I guess the expand the program a little bit.

LEGISLATOR MULE: Thank you.

CHAIRMAN KOPEL: Any other questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor?

(Aye.)

Any opposed?

(No verbal response.)

Thank you.

522 authorizes the transfer of appropriations or something. Why don't you tell us.

MR. PERSICH: Andy Persich, Office of Management and Budget. This item transfers money from the Department of Public Works into --

Finance Committee/10-3-18

CHAIRMAN KOPEL: Sorry. We didn't have a motion.

LEGISLATOR WALKER: So moved.

LEGISLATOR DRUCKER: Second.

CHAIRMAN KOPEL: Motion by Ms. Walker, Mr. Drucker seconds it. Go ahead, Andy.

MR. PERSICH: This money is just transferring money from one line item in the budget to another line item for DPW to top off the salt barns in case we have a bad winter.

CHAIRMAN KOPEL: Any questions? Ms. Birnbaum.

LEGISLATOR BIRNBAUM: Is the salt typically mixed with sand?

MR. PERSICH: I really don't know the answer to that. That's more of a technical answer. I want to say yes but I don't want to give you the wrong answer. I do believe it is but it's salt in the wound right now is what it is.

CHAIRMAN KOPEL: Any other questions?

Finance Committee/10-3-18

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor?

(Aye.)

Any opposed?

(No verbal response.)

Thank you. That item is unanimous. Thank you.

I'm going to skip 524 for the moment. 523 is supplemental for the Department of Social Services.

LEGISLATOR DRUCKER: So moved.

LEGISLATOR McKEVITT: Second.

CHAIRMAN KOPEL: Motion by Mr. Drucker, seconded by Mr. McKevitt.

MR. BRODERICK: Good afternoon. Paul Broderick, Deputy Commissioner, Department of Social Services.

The item before you is a supplemental appropriation for $391,462 from the Office of Temporary and Disability Assistance.

This is a good news story. The

department was awarded these bonus funds for the timely and accurate processing of SNAP applications for our county residents.

Monies will be used for technology enhancements in the department. Do you have any questions?

CHAIRMAN KOPEL: Do we have any further questions on this item?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor say aye.

(Aye.)

Those opposed?

(No verbal response.)

The item passes unanimously. Thank you.

I will skip 524 for the moment. 525 is another transfer of appropriations for OMB.

LEGISLATOR WALKER: So moved.

LEGISLATOR BIRNBAUM: Second.

CHAIRMAN KOPEL: That is moved by Legislator Walker and seconded by Legislator

Finance Committee/10-3-18

Birnbaum.

MR. MCMANUS: Bob McManus, District Attorney's Office. This item transfers $250,000 in funding from the salary line to the general expense line in our 2018 approved budget.

Like all agencies, we work with OMB to budget conservatively and very often towards the end of the year we have to move money around to utilize approved funding.

CHAIRMAN KOPEL: Any questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor?

(Aye.)

Any opposed?

(No verbal response.)

Thank you. It's unanimous.

527 is another transfer of appropriations.

LEGISLATOR WALKER: So moved.

LEGISLATOR BIRNBAUM: Second.

CHAIRMAN KOPEL: That is moved by

Legislator Walker, seconded by Legislator Birnbaum.

MR. BRODERICK: Good afternoon. Paul Broderick, Deputy Commissioner, Department of Social Services. The item before you is a request for a board transfer in the amount of $1,930,000.

Basically we are maintaining our budget, just shifting funds around to leverage the resources we have available to us. Do you have any questions?

CHAIRMAN KOPEL: Any questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor?

(Aye.)

Any opposed?

(No verbal response.)

Thank you. That's unanimous.

I'm going to call the three remaining items together and then I will make a motion for executive session.

524 is an authorization to settle

the claim of Brian Knox against the county. 537 involves the claim -- application of New York Association of Homes and Services to the Aging against the Commissioner of Health. And 539 is an authorization to settle an action entitled Nicolette Iacone by her co-guardians against the county.

LEGISLATOR MCKEVITT: So moved.

LEGISLATOR MULE: Second.

CHAIRMAN KOPEL: Motion by Mr. McKevitt, seconded by Ms. Mule. Motion for executive session.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR DRUCKER: Second.

CHAIRMAN KOPEL: Motion by Mr. Muscarella, seconded by Mr. Drucker.

All in favor of going into executive session.

(Aye.)

Any opposed?

(No verbal response.)

Thank you. We are in executive essential. Any members of the Rules Committee?

Finance Committee/10-3-18

(Whereupon, the Finance Committee recessed into Executive Session at 3:23 p.m. and reconvened at 4:39 p.m.)

CHAIRMAN KOPEL: We are back from executive session and we are going to vote on these three items.

First, as to 524-18, all those in favor of this settlement please say aye.

(Aye.)

Any opposition?

(No verbal response.)

That is unanimous.

As to 537 of '18, all those in favor of this settlement please say aye.

(Aye.)

Any opposition?

(No verbal response.)

That is unanimous.

As to 539, all those in favor?

(Aye.)

Any opposition?

(No verbal response.)

That is unanimous.

Motion to adjourn?

Finance Committee/10-3-18

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR BIRNBAUM: Second.

CHAIRMAN KOPEL: Motion to adjourn is made by Mr. Muscarella, seconded by Ms. Birnbaum. All those favor of adjourning?

(Aye.)

Any opposed?

(No verbal response.)

We are adjourned. We are back at Rules.

(Whereupon, the Finance Committee adjourned at 4:40 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of October, 2018.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO,
Presiding Officer

HEALTH AND SOCIAL SERVICES COMMITTEE

ROSE MARIE WALKER,
Chairwoman

1550 Franklin Avenue
Mineola, New York

Wednesday, October 3, 2018
1:17 P.M

A P P E A R A N C E S:

ROSE MARIE WALKER,
Chairwoman

JAMES KENNEDY,
Vice Chairman

LAURA SCHAEFER

C. WILLIAM GAYLOR, III

DELIA DeRIGGI-WHITTON,
Ranking

ARNOLD DRUCKER

JOSHUA LAFAZAN

MICHAEL PULITZER,
Clerk of the Legislature

LIST OF SPEAKERS

MARYELLEN LAURAIN.....5
BRIAN HALL.....8
KATIE HORST.....9

Health Committee/10-3-18

CHAIRWOMAN WALKER: Will everyone please stand and join in with Legislator Gaylor.

(The Pledge of Allegiance was recited.)

CHAIRWOMAN WALKER: At this time I'll call the Health and Social Services Committee to order. I will ask the clerk to please take the roll.

CLERK PULITZER: Health and Social Services roll call. Legislator Joshua Lafazan?

LEGISLATOR LAFAZAN: Here.

CLERK PULITZER: Legislator Arnold Drucker?

LEGISLATOR DRUCKER: Here.

CLERK PULITZER: Ranking Member Delia DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: Here.

CLERK PULITZER: Legislator C. William Gaylor III?

LEGISLATOR GAYLOR: Here.

CLERK PULITZER: Legislator Laura Schaefer?

Health Committee/10-3-18

LEGISLATOR SCHAEFER: Here.

CLERK PULITZER: Vice Chairman James Kennedy?

LEGISLATOR KENNEDY: Here.

CLERK PULITZER: Chairwoman Rosemarie Walker?

CHAIRWOMAN WALKER: Here.

CLERK PULITZER: We have a quorum, ma'am.

CHAIRWOMAN WALKER: Thank you. There are three items on the agenda today; the first is Clerk Item 519-18, an ordinance supplemental to the annual appropriation ordinance in connection with the Health Department.

Motion, please.

LEGISLATOR GAYLOR: So moved.

LEGISLATOR SCHAEFER: Second.

CHAIRWOMAN WALKER: Motion by Legislator Gaylor, seconded by Legislator Schaefer. MaryEllen Laurain.

MS. LAURAIN: Good afternoon. MaryEllen Laurain, Department of Health. Item 519-18 is a supplemental appropriation

in the amount of $177,604. It's for our Drinking Water Enhancement Program. This is 100 percent funded through the New York State Department of Health. Our program collects drinking water samples and also reviews approximately 250,000 samples submitted to us from the water districts. We review the engineering plans for the water systems and we review emergency responses.

CHAIRWOMAN WALKER: I would first like to thank you, MaryEllen and all who work on this particular area because I think there are several water districts in my legislative district that must have to test that water on a continuous basis. I am in constant contact with the water districts as I know you are. So I just want to thank you for that.

Any other legislators? Legislator Drucker.

LEGISLATOR DRUCKER: Do you test every single water district? What is the system in terms of the evaluation?

Health Committee/10-3-18

MS. LAURAIN: We test every water single water district in Nassau County. There's 46 of them.

LEGISLATOR DRUCKER: So every single water district last the opportunity to give you the samples and then --

MS. LAURAIN: Every single district is required to submit to us.

LEGISLATOR DRUCKER: Are there any that aren't required?

MS. LAURAIN: No.

LEGISLATOR DRUCKER: Thank you very much.

CHAIRWOMAN WALKER: Any questions from any other legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Seeing none, all those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

It will move on to Finance.

Health Committee/10-3-18

Clerk Item 521-18, an ordinance supplemental to the annual appropriation ordinance in connection with the Department of Human Services.

Can I have a motion?

LEGISLATOR KENNEDY: So moved.

LEGISLATOR LAFAZAN: Second.

CHAIRWOMAN WALKER: Moved by Legislator Kennedy, seconded by Legislator Lafazan.

MR. HALL: Brian Hall, Department of Human Services. This is $199,000 grant from the New York State Office of Mental Health. It's 100 percent reimbursable. It is for our jail diversion funds for our courts.

CHAIRWOMAN WALKER: Thank you. And this program is doing very?

MR. HALL: Yes, this is actually in addition to the program we already that exists. It's a pilot program that adds a couple of more items to the diversion court.

CHAIRWOMAN WALKER: Great. Any questions from the legislators?

Health Committee/10-3-18

(No verbal response.)

Any public comment?

(No verbal response.)

All those in favor of 521 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

This will also move on to Finance. Thank you.

Lastly, Clerk Item 523-18, an ordinance supplemental to the annual appropriation ordinance in connection with the Department of Social Services.

Can I have a motion?

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR DRUCKER: Second.

CHAIRWOMAN WALKER: Moved by Legislator Schaefer, seconded by Legislator Drucker.

MS. HORST: Hi. Katie Horst from the administration.

Health Committee/10-3-18

This is $391,462 from the New York State Office of Temporary Disability Assistance. This money is for to the SNAP high performance bonus award, best payment accuracy and most improved payment accuracy during the federal fiscal year 2015.

CHAIRWOMAN WALKER: Any questions from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

All those in favor of 523 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

This too will move on to Finance. There is no other business before the Health and Social Services Committee. May I have a motion to adjourn?

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR DERIGGI-WHITTON:

Health Committee/10-3-18

Second.

CHAIRWOMAN WALKER: Moved by Legislator Schaefer, seconded by Legislator DeRiggi-Whitton.

All those in favor of adjourning signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

We are adjourned and the next committee will be Public Safety.

(Whereupon, the Health and Social Services Committee adjourned at 1:22 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of October, 2018.

_____

FRANK GRAY

E-118-18
Additional Information

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: File

FROM: Vincent Falkowski, Deputy Commissioner for Environmental Programs

DATE: October 23, 2018

SUBJECT: Preliminary Design Services Ocean Outfall – Effluent Diversion Project, Bid Contract S3B116-03CR

The preliminary design services request for proposals was advertised on May 22, 2018, for which there were two proposals received on June 29, 2018. Despite outreach, there is a limited pool of qualified consultants able to bid due to the experience and broad technical expertise required to execute the work. There are significant numbers of subconsultants in each proposal where the subconsultants chose to partner with a larger firm rather than submit their own proposal. Additionally, the Program Management Joint Venture firms and their subcontractors were precluded from submitting proposals. Further, any firm executing the preliminary design is precluded from working on the larger design-build phase of this project. In reaching out to other firms, it was the latter point that was raised most commonly.

Vincent Falkowski
Deputy Commissioner for Environmental Programs

CC: Jane Houdek, Attorney for Public Works
Loretta V. Dionisio, Assistant to Deputy Commissioner of Public Works for Administration

2018 OCT 26 P 5:19
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NASSAU COUNTY
CLERK OF THE LEGISLATURE

Additional Information B-4-18

Nassau DPW B.I.D.S - Summary of Bid Opening

T62175-01G - General Contracting
Variable Message Signs - Phase I PIN 0760.40

3/27/2018

Bid Opening: 3 /27/2018

Engineer: Jeff Lindgren **Phone:** (516) 571-6998

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Welsbach Electric of Long Island	300 Newtown Road Plainview, NY 11803	Travelers Casualty and Surety C	10% Amt Bid	$2,350,000.00	$0.00
Eldor Traffic Signal Contracting	30 Corporate Drive Holtsville, NY 11742	Federal Insurance Company	10% Amt Bid	$2,429,226.90	$0.00
Commander Electric, Inc.	P.O. Box 526 500 Johnson Avenue Bohemia, NY 11716	Liberty Mutual Insurance Comp	10% Amt Bid	$2,597,269.75	$0.00
Hinck Electrical Contractor, Inc.	75 Orville Drive,Ste 1 Bohemia, NY 11716	Fidelity and Deposit Company o	10% Amt Bid	$3,147,466.60	$0.00
Johnson Electrical Construction Corp.	263 Caleb's Path Hauppauge, NY 11788	Ohio Casualty Insurance Co.	10% Amt Bid	$4,058,972.85	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The li does not reflect the Department's determination of the lowest responsible bidder.

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2018 OCT 25 P 1:24

Additional Information B-10-18

Public Works
facing Program

Project	Road	Town	Leg. District# Maj./Min.	Limits	Lane Miles
Resurfacing Phase 58 Metro	Cedar Drive	Great Neck	10 Minority	Bayview Ave to Middle Neck Rd	1.20
	Grace Avenue	Great Neck	10 Minority	Middle Neck Rd to Gilchrist Rd	1.28
	Hicks Lane	Great Neck	10 Minority	Middle Neck Rd to Station Road	2.27
	Central Drive	Baxter Estates	11 Minority	Main Street to Shore Road	0.88
	Middle Neck Rd	Sands Point	11 Minority	Harbor Rd to Luchenbach Lane	2.50
	Middle Neck Rd	Sands Point	11 Minority	Luchenbach Ln to Light House Rd	3.50
	Middle Neck Rd	Sands Point	11 Minority	Northern Blvd 25A to Port Washington Blvd	1.17
	Sagamore Hill Rd	Cove Neck	16 Minority	Cove Neck Rd to entrance Sagamore Hill Nat'l Park	1.00
	Cove Neck Road	Cove Neck	16 Minority	Cove Road to Sagamore Hill Rd	2.00
	Washington Ave	Plainview	16 Minority	Manetto Hill Road to LIE	3.65
	Bates Rd(Horace Harding Blvd)	Lake Success	10 Minority	Cornell Drive to Links Drive	1.00
				Phase 58 total:	20.45

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2018 OCT 25 P 1:24

Additional Information B-10-18

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	Cove Neck Road	Cove Neck	16 Minority	Cove Road to Sagamore Hill Rd	2.00
	Washington Ave	Plainview	16 Minority	Manetto Hill Road to LIE	3.65
	Bates Rd(Horace Harding Blvd)	Lake Success	10 Minority	Cornell Drive to Links Drive	1.00
				Phase 58 total:	20.45

Additional Information B-10-18

Nassau DPW B.I.D.S - Summary of Bid Opening

H61587-58G - General Contracting
Resurfacing of Various County Roads-Phase 58

5/22/2018

Bid Opening: 5/22/2018

Engineer: Garry Desyr **Phone:** (516) 571-6817

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Metro Paving LLC	500 Patton Avenue West Babylon, NY 11704-1417	Liberty Mutual Insurance Co.	10% Amt Bid	$2,519,120.00	$0.00
Posillico Civil, Inc.	1750 New Highway Farmingdale, NY 11735	Liberty Mutual Insurance Co.	10% Amt Bid	$2,539,980.00	$0.00
Pratt Brothers, Inc.	45 South Fourth Street Bay Shore, NY 11706-1210	United States Fire Insurance Co.	10% Amt Bid	$3,537,080.00	$0.00
A.L.A.C. Contracting Corp.	421 Broadway W. Babylon, NY 11704	Fidelity and Deposit Co. of Mar	10% Amt Bid	$4,321,321.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

Additional Information

B 16-18

Resurfacing Requirements H61587-02Q (Pratt) - PROPOSED List of Roads Requiring Emergency Temporary Asphalt Repairs as part of Amendment No. 1 ($1,425,000 Estimated Cost)

STREET	VILLAGE / HAMLET	LIMITS
Stewart Avenue	Westbury	Salisbury Park Drive to Carman Avenue
Old Country Road	Carle Place / East Garden City / Westbury	Zeckendorf Boulevard to Merrick Avenue / Post Avenue
Beech Street	East Atlantic Beach	Mohawk Avenue to Nevada Avenue (Long Beach City line)
Atlantic Avenue	Lynbrook	Sunrise Highway to Merrick Road
Dutch Broadway	Elmont	N. Fletcher Avenue to Corona Avenue
Franklin Avenue (aka Franklin Square Road	Franklin Square	Corona Avenue to Hempstead Turnpike (SR 24)
Fulton Avenue (aka SR 24)	Hempstead	N. Franklin Street to Hendrickson Avenue
Lakeview Avenue	Rockville Centre	Long Beach Road to Seaman Avenue
LIE North Service Road	North Hills	from intersection of Shelter Rock Road to approx. 800 feet west
LIE South Service Road (South Marginal Road)	Jericho / Syosset	SR 106 / 107 (Broadway) to South Oyster Bay Road
Long Beach Road	Oceanside	North side of Barnum Bridge to Mott Street
Meadow Lane	Lawrence	Causeway to Broadway
Merrick Road	Lynbrook / Valley Stream	Hook Creek Boulevard (NYC line) to Rockaway Avenue / Parkway
Mineola Boulevard	Mineola	1st Street to Jericho Turnpike (SR 25)
Old Country Road	Westbury / New Cassel / Hicksville	Merrick Avenue / Post Avenue to Charlotte Avenue
Old Country Road	Garden City / Mineola	Franklin Avenue to Glen Cove Road
Rockaway Avenue	Valley Stream	Sunrise Highway to Merrick Road
Searingtown Road	North Hills	Under LIE Overpass
Shelter Rock Road	Herricks / Manhasset Hills / North Hills	Herricks Road to Wimbledon Drive (Imperial Gardens)
Willis Avenue	Williston Park / Albertson	Hillside Avenue (SR 25B) TO I.U.Willets Road
Woodbury Road	Woodbury	Jericho Turnpike (SR 25) to Suffolk County line

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NASSAU COUNTY
CLERK OF THE LEGISLATURE
2018 OCT 25 P 1:24

Resurfacing Requirements Contract H61587-02Q (PRATT) - List of Roads to be Resurfaced as part of Amendment No. 1	
Road Location / Description	**Estimated Cost**
Zeckendorf Blvd. (Corporate Dr. to Old Country Rd.), East Garden City - Road Resurfacing	$300,000.00
Round Hill Rd. (Roslyn Rd. to Locust Lane), Village of East Hills - Road Resurfacing	$275,000.00
TOTAL ESTIMATED COST	$575,000.00

Nassau County
Office of Purchasing

A-48-18

Staff Summary A-48-2018

Subject: FAMIS Maintenance/Support (RQIT18000135)	Date: August 1, 2018
Department: Office of Purchasing	Vendor Name: Cogsdale Corporation
Department Head Name: Melissa Gallucci	Contract Number: A-48-2018
Department Head Signature: Melissa Gallucci	Contract Manager Name: Kimberly Stanton, Buyer

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	08/24/18 RT	County Atty.
	Deputy C.E.	9/10/18	County Exec.

Narrative

Purpose: To authorize and award a purchase order for FAMIS Maintenance/Support contract renewal for the Nassau County Department of Information Technology.

Discussion: This request is for sole source purchase; Cogsdale Corporation owns the software. This is the annual renewal of the FAMIS Maintenance/Support extended maintenance and support contract from 07/01/2018 to 06/30/2019 covering technical support services from Monday through Friday, excluding Federal and documented company holidays, 8:30 A.M. to 5:30 P.M. ET.

Impact on Funding: A purchase order in the amount of One Hundred Seven Thousand Eight Hundred Sixty-Eight Dollars and Seventy-Four Cents ($107, 868.74) from General Funds.

Recommendation: Office of Purchasing recommends awarding a purchase order to Cogsdale Corporation as the sole source for this purchase.

APPROVED: 8/21/18
INSURANCE SECTION (DATE)
MEAL, PERSONAL INJURY AND
PROPERTY DAMAGE

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2018 SEP 25 P 2:50

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 NASSAU COUNTY INFORMATION TECHNOLOGY AND COGSDALE CORPORATION.

WHEREAS, the Director is representing to the Rules Committee that the firm, COGSDALE CORPORATION. is a sole source provider 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 COGSDALE CORPORATION.

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: Cogsdale Corporation

Dated: 08/15/2018

Signed:

Print Name: Peter Fanous

Title: EVP, Cogsdale Corporation

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name PETER FANOS
   Date of birth, 09/18/1978 (41 YEARS)
   Home address 2235 SHEPPARD AVE E
   City/state/zip TORONTO ONT. M2J 5B5
   Business address 3 LOWER MALPEQUE RD
   City/state/zip CHARLOTTETOWN, ON C1E 1R4
   Telephone 1-902-533-7690
   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) EXECUTIVE VICE PRESIDENT - APRIL 13th, 2018

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, PETER FANOUS, 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 July 2018

Notary Public

COGSDALE CORPORATION

Name of submitting business

PETER FANOUS

Print name

Signature

EXECUTIVE VICE PRESIDENT

Title

27.07.18

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: July 27, 2018

1) Proposer's Legal Name: Cogsdale Corporation.

2) Address of Place of Business: 3 Lower Malpeque Road, Charlottetown, PE, C1E, 1R4

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

3) Mailing Address (if different): N/A

Phone: 613-826-5511

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 98-0363498

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 X No ___ If Yes, provide details. Owned and controlled by N. Harris Computer Systems.

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

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

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

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

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

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

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

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

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

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

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

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

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

17) Conflict of Interest:

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

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

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

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

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

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

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

i) Date of formation; 1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Harris Computer Systems, 1 Antares Drive, Ottawa, Ontario, K2E 8C4

iii) Name, address and position of all officers and directors of the company; PETER FRANDSEN, VP, 3 LOWER MALPEQUE RD, CHARLOTTETOWN PE

iv) State of incorporation (if applicable); NOT APPLICABLE

v) The number of employees in the firm; 94

vi) Annual revenue of firm; 16,000,000

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business. 21 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 MIAMI DADE COUNTY

Contact Person CONNIE WHITE

Address 111 NW 1ST ST, SUITE 2000

City/State MIAMI, FLORIDA

Telephone 305-375-3738

Fax #

E-Mail Address CONNIE.WHITE@MIAMIDADE.GOV

Company CITY OF FORT LAUDERDALE

Contact Person KEVIN KEIMEL

Address 100 N. ANDREWS AVE

City/State FORT LAUDERDALE, FL

Telephone 954-828-5878

Fax #

E-Mail Address KKEIMEL@FORTLAUDERDALE.GOV

Company CITY OF PHILADELPHIA

Contact Person DAVID MAURO

Address 1401 JOHN F. KENNEDY BLVD. RM 183

City/State PHILADELPHIA, PA

Telephone 215-686-5914

Fax #

E-Mail Address DAVID.MAURO@PHILA.GOV

CERTIFICATION

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I, PETER FANOUS, 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 July 2018

Notary Public

Name of submitting business: COSSDALE CORPORATION

By: PETER FANOUS
Print name

Signature

EXECUTIVE VICE PRESIDENT
Title

27/07/18
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Cogsdale Corporation

Address: 3 Lower Malpeque Road, Charlottetown, PE, C1E 1R4

City, State and Zip Code: Charlottetown, PE C1E 1R4

2. Entity's Vendor Identification Number: 98-0363498

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp CORPORATION Other (specify)

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

PETER FANOUS

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

HARRIS COMPUTER SYSTEMS, 1 ANTARES DRIVE STE 400, OTTAWA, ON, K2E 8C4

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

None.

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

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

None

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

None.

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

The Organization is not registered as a lobbyist.

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: July 27, 18

Signed: _____

Print Name: PETER FANOS

Title: EXECUTIVE VICE 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.

A-48-2018

ACORD CERTIFICATE OF LIABILITY INSURANCE

REVISED | DATE (MM/DD/YY) 08/20/2018

PRODUCER Serial # 186726
WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY
100 KING STREET WEST, SUITE 4700
TORONTO, ON M5X 1E4 CANADA

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.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: FEDERAL INSURANCE COMPANY	
INSURER B: CHUBB INSURANCE COMPANY	
INSURER C: TRAVELERS PROPERTY CASUALTY CO.	
INSURER D:	
INSURER E:	

INSURED
CONSTELLATION SOFTWARE INC. AND
COGSDALE CORPORATION AND N. HARRIS
COMPUTER CORPORATION
3 LOWER MALPEQUE ROAD
CHARLOTTETOWN, PE C1E 1R4

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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] NON-OWNED AUTO LIABILITY [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	99504839	09/27/2017	09/27/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG TENANTS LEGAL LIABILITY	$ 1,000,000 $ $ 25,000 $ 1,000,000 $ 10,000,000 $ 1,000,000 1,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ] ALL AUTOS OWNED AND/OR [ ] LEASED TO THE NAMED INSURED	73600397	09/27/2017	09/27/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	78183369	09/27/2017	09/27/2018	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000 $ $ $
C		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	HJ-UB-9J7866-81	09/27/2017	09/27/2018	[X] WC STATU-TORY LIMITS [ ] OTH-ER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A		OTHER PROFESSIONAL LIABILITY AND TECHNOLOGY E&O	36049367	09/27/2017	09/27/2018	$5,000,000 PER CLAIM & IN THE AGGREGATE	

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

WITH REGARDS TO THE COMMERCIAL GENERAL LIABILITY POLICY, IT IS HEREBY UNDERSTOOD AND AGREED THAT NASSAU COUNTY IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

NASSAU COUNTY OFFICE OF PURCHASING
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

RQ

© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 08/14/2018

PRODUCER
Serial # 186726
WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY
100 KING STREET WEST, SUITE 4700
TORONTO, ON M5X 1E4 CANADA

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.

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INSURER B: CHUBB INSURANCE COMPANY	
INSURER C: TRAVELERS PROPERTY CASUALTY CO.	
INSURER D:	
INSURER E:	

INSURED
CONSTELLATION SOFTWARE INC. AND
COGSDALE CORPORATION AND N. HARRIS
COMPUTER CORPORATION
3 LOWER MALPEQUE ROAD
CHARLOTTETOWN, PE C1E 1R4

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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] NON-OWNED AUTO LIABILITY [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	99504839	09/27/2017	09/27/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG TENANTS LEGAL LIABILITY	$ 1,000,000 $ $ 25,000 $ 1,000,000 $ 10,000,000 $ 1,000,000 1,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ] ALL AUTOS OWNED AND/OR [ ] LEASED TO THE NAMED INSURED	73600397	09/27/2017	09/27/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO [ ]				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	78183369	09/27/2017	09/27/2018	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000
C		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	HJ-UB-9J7866-81	09/27/2017	09/27/2018	[X] WC STATU-TORY LIMITS [ ] OTH-ER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A		OTHER PROFESSIONAL LIABILITY AND TECHNOLOGY E&O	36049367	09/27/2017	09/27/2018	$5,000,000 PER CLAIM & IN THE AGGREGATE	

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

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

NASSAU COUNTY OFFICE OF PURCHASING
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

RQ

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PO IT 18000200

Quote ✓
Sole ✓

REQUISITION

RQIT18000135 29/JUN/2018

VENDOR:
COGSDALE CORPORATION
14 MACALEER DRIVE
CHARLOTTETOWN PE C1E2A-1
TEL:(902)892-3101
FAX:( ) -

REQUISITIONER:
IT DEPARTMENT OF INFORMATION TECH
240 OLD COUNTRY ROAD
6TH FLOOR
MINEOLA NY 11501
S.BARNETT/MARY MAHONEY(1-3159)
TEL:(516)571-2233
FAX:(516)571-3918

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL	
	001 920-45	1.00	EA	107,868.7400	107,868.74	
	COMPUTER SOFTWARE MAINTENANCE/SUPPORT					

QUOTE: MN0002853

ANNUAL RENEWAL OF FAMIS EXTENDED MAINTENANCE AND SUPPORT SERVICES
CONTRACT FROM 7/1/2018 - 6/30/2019
TECHNICAL SUPPORT SERVICES FROM MONDAY THROUGH FRIDAY, EXCLUDING
FEDERAL AND DOCUMENTED COMPANY HOLIDAYS, 8:30 A.M. TO 5:30 P.M. EST

BILL TO: I.T. ACCOUNTS PAYABLE
240 OLD COUNTRY ROAD 6TH FL
MINEOLA, NY 11501
EMAIL TO: SBARNETT@NASSAUCOUNTYNY.GOV

ESTIMATED TOTAL: 107,868.74

REQ DOC INQUIRY 2140

COGSDALE; QUOTE: MN0002853

A) ANNUAL MAINTENANCE & SUPPORT RENEWAL FOR THE FAMIS FINANCIAL SYSTEM
7/1/2018 - 6/30/2019.
B) $107,868.74
C) NO
D) NO. COGSDALE IS THE SOLE-SOURCE PROVIDER OF THIS PRODUCT.
E) THE CURRENT MAINTENANCE WILL EXPIRE 6/30/2018
F) N/A
G) N/A
REFER TO POIT17000375/RQIT17000113
CONTACT MARY MAHONEY: MMAHONEY1@NASSAUCOUNTYNY.GOV/(516)571-3159
SOLE SOURCE LETTER ATTACHED IN APEX ALONG WITH THE QUOTE.

A-52-18

Nassau County
Office of Purchasing

Staff Summary A-52-2018

Subject: Fire Marshal Command Unit (S/B # 07053-08078-111)	Date: August 17, 2018
Department: Office of Purchasing	Vendor Name: L. I. Proliner, Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-52-2018
Department Head Signature: Melissa Gallucci	Contract Manager Name: Anette Sullivan, Buyer

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	09/19/2018	County Atty.
8-25-18	Deputy C.E.		County Exec.

Narrative

Purpose: To authorize and award a purchase order for a command unit vehicle for the Nassau County Fire Marshal.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where five (5) vendors viewed the bid. Minority Affairs was given a copy of the bid. One (1) vendor submitted a bid.

Impact on Funding: Estimated cost of this contract is Two Hundred Seventy-Four Thousand Six Hundred Dollars ($274,600.) from grant funds.

Recommendation: Office of Purchasing recommends an award be given to L. I. Proliner, Inc., as the lowest responsible bidder meeting specifications.

APPROVED: 9/11/18
INSURANCE SECTION (DATE)
REAL ESTATE

2018 SEP 25 P 2:51
CLERK OF THE LEGISLATURE
NASSAU COUNTY
RECEIVED

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-52-2018**

FROM: MELISSA GALLUCCI -COMMISSIONER OF SHARED SERVICES

DATE: AUGUST 20, 2018

SUBJECT: RESOLUTION–NASSAU COUNTY FIRE MARSHAL

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF TWO HUNDRED SEVENTY -FOUR THOUSAND SIX HUNDRED DOLLARS ($274,600.00) ON BEHALF OF THE NASSAU COUNTY FIRE MARSHAL TO L.I. PROLINER, INC WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE A COMMAND UNIT FOR NASSAU COUNTY FIRE MARSHAL.

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.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

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 FIRE MARSHAL AND L.I PROLINER, INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids 07053-08078-111 for a Command Unit for The Nassau County Fire Marshal as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, L.I. Proliner, 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 L.I. Proliner, 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?

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: L.I. PROLINER, INC.

Dated: 8/10/17

Signed:

Print Name: BILLY GEORGIOU

Title: PRESIDENT

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

BIDDER SIGN HERE L.I. PROLINER, INC (BIDDER) (TITLE)

COUNTY OF NASSAU

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

1. Name of the Entity: L.I. Proliner Inc.

   Address: 18 Peconic Ave

   City, State and Zip Code: Medford NY 11763

2. Entity's Vendor Identification Number: 11 333 0825

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

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

Vasilios Hadzigeorgiou 3 Hulse Ct Patchogue NY 11772

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

Vasilios Hadzigeorgiou 3 Hulse Ct Patchogue NY 11772

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

None

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

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

None

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

None

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

None.

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

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

Dated: 8-7-18

Signed:
Print Name: Vasilios Hadzigeorgiou

Title: President

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

any determination regarding the calendaring or scope of any legislature oversight hearing;

the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, 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: 8-7-18

Signed: [signature]

Print Name: Vasilios Hadzigeorgiou

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 earing;
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.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07053-08078-111

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 Vasilios Hadzigeorgiou
   Date of birth 7 /23 /1977
   Home address 3 Hulse Ct
   City/state/zip Patchogue NY 11763
   Business address 18 Peconic Ave
   City/state/zip Medford NY 11763
   Telephone 631 447 9558
   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 7 /23 /1996 Treasurer 7 /23 /1996
   Chairman of Board ___/___/___ Shareholder 7 /23 /1996
   Chief Exec. Officer ___/___/___ Secretary 7 /23 /1996
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   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, Billy Georgiou, 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 3 day of Aug 2018

Notary Public

JOSEPH A. CARACCI
Notary Public, State of New York
No. 01CA6103679
Qualified in Suffolk County
Commission Expires Jan. 5, 20

L.I. Prodiner Inc
Name of submitting business

Billy Georgiou
Print name

Signature

President
Title

8/3/17
Date

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

L.I. Proliner, Inc.
18 Peconic Avenue, Medford NY 11763
(631) 447-9558 Fax (631) 447-9548
Rescue Vehicle & Equipment Sales & Service

August 14th, 2018

Vasilios Hadzigeorgiou English name is Billy Georgiou and that is how the bank/notary knows him by. Vasilios/Billy signed as Billy. Please note the signature is consistent throughout.

Signed 8-17-18

Date

CAROL SANITA
Notary Public - State of New York
NO. 01SA6337265
Qualified in Suffolk County
My Commission Expires Feb 22, 2020

Notary Carol Sanita

Date 8/17/18

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07053-08078-111

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: August 7 2018

1) Proposer's Legal Name: L.I. Proliner Inc

2) Address of Place of Business: 18 Peconic Ave Medford NY 11763

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

3) Mailing Address (if different): Same as above

Phone: 631-447-9558

Does the business (own) or rent its facilities? Own

4) Dun and Bradstreet number: NO.

5) Federal I.D. Number: 113330825

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. _____

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

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. I will contact the County should a potential conflict arise and 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. 1996 years in business.

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

i) Date of formation; 1996 22 years in business

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Vasilios Hadzigeorgiou President 3 Hulse Patchogue NY 11763

iii) Name, address and position of all officers and directors of the company; Vasilios Hadzigeorgiou President 3 Hulse Ct Patchogue NY 11763

iv) State of incorporation (if applicable); New York state

v) The number of employees in the firm; 13

vi) Annual revenue of firm; — 5.7 million

vii) Summary of relevant accomplishments We currently hold a 5 year Blanket order with Nassau County for Ambulances. We do business with all of Suffolk and Nassau County as well a Yonkers and Westchester

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

B. Indicate number of years in business. 22 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 Yonkers Police Department

Contact Person Dennis M. Borrelli

Address 1106 Yonkers Ave

City/State Yonkers NY 10704

Telephone 914-377-7346

Fax # 914-377-7392

E-Mail Address Toybuff911@aol.com

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07053-08078-111

Company Selden Fire District

Contact Person John Bartnick

Address PO Box 870

City/State Selden NY 11784

Telephone 631-732-5570

Fax # 631-732-0524

E-Mail Address none

Company Westchester County Police Department

Contact Person Police

Address One Saw Mill River Park

City/State Hawthorne NY 10532

Telephone 914 864 7700

Fax # N/A none

E-Mail Address none

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

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07053-08078-111

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, Billy Georgiou, 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 3 day of Aug 20 17

Notary Public

JOSEPH A. CARACCI
Notary Public, State of New York
No. 01CA6103679
Qualified in Suffolk County
Commission Expires Jan. 5, 20

Name of submitting business: LI Proliner inc

By: Billy Georgiou
Print name

Signature

Pres
Title

8/3/17
Date

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

New York State Department of Taxation and Finance

Certificate of Authority

Identification number

11-3330825

(Use this number on all returns and correspondence)

VALIDATED

12/21/2009

Dept of Tax and Finance

L.I. PROLINER, INC.
18 PECONIC AVE
MEDFORD NY 11763-3200

is 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.

40501111080098

1DC3 - 3560635 P0000286-01

DTF-17-A-R (11/08)

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 10/31/18

FACILITY IDENTIFICATION NO. 7083101

Validation Date and Number: 09/27/16 15135

This person is REGISTERED AS A DEALER

pursuant to the provisions of the Vehicle and Traffic Law.

LI PROLINER INC
18 PECONIC AV UNIT 1
MEDFORD NY 11763

This document does not certify that this business complies with zoning and other local laws

MV-61P (11/95)

POST IN A CONSPICUOUS PLACE

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 10/31/18

FACILITY IDENTIFICATION NO. 7083101 ISP

Validation Date and Number: 09/27/16 15133

This person is LICENSED AS A
PUBLIC INSPECTION STATION
pursuant to the provisions of the Vehicle and Traffic Law.
1A-1B

LI PROLINER INC
18 PECONIC AV UNIT 1
MEDFORD NY 11763

This document does not certify that this business complies with zoning and other local laws

MV-61P (11/95)

POST IN A CONSPICUOUS PLACE

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 10/31/18

FACILITY IDENTIFICATION NO. 7083101 RS

Validation Date and Number: 09/27/16 15132

This person is REGISTERED AS A
REPAIR SHOP
pursuant to the provisions of the Vehicle and Traffic Law.

LI PROLINER INC
18 PECONIC AV UNIT 1
MEDFORD NY 11763

This document does not certify that this business

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 10/31/18

FACILITY IDENTIFICATION NO. 7083101 TRS

Validation Date and Number: 09/27/16 15134

This person is REGISTERED AS A TRANSPORTER

pursuant to the provisions of the Vehicle and Traffic Law.

LI PROLINER INC
18 PECONIC AV UNIT 1
MEDFORD NY 11763

This document does not certify that this business complies with zoning and other local laws

MV-81P (11/95)

POST IN A CONSPICUOUS PLACE

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 10/31/18

FACILITY IDENTIFICATION NO. 7083101 ISP

Validation Date and Number: 09/27/16 15133

This person is LICENSED AS A PUBLIC INSPECTION STATION

pursuant to the provisions of the Vehicle and Traffic Law.
1A-1B

LI PROLINER INC
18 PECONIC AV UNIT 1
MEDFORD NY 11763

This document does not certify that this business complies with zoning and other local laws

MV-81P (11/95)

POST IN A CONSPICUOUS PLACE

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
07053-08078-111

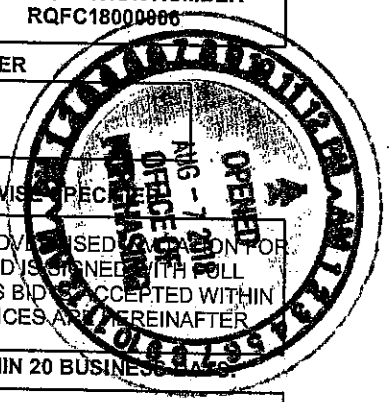
Dated:07/26/18

BID OPENING DATE
08/07/18
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
Anette Sullivan	516 571 6103	RQFC18000086

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE Command Unit For Fire Marshal's Office



- 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 SPECIFICATION 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.

NC
Fire Commission
1194 Prospect Ave.
Westbury NY 11590

GUARANTEED DELIVERY DATE
240 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
113330825

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER L.I. Proliner Inc.
ADDRESS 18 Peconic Ave
CITY Medford STATE NY ZIP CODE 11763 TELEPHONE 6314479558

SIGNATURE OF AUTHORIZED INDIVIDUAL

Vasilios Hadzigeorgiou 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 IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

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

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

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

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

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

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

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

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

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

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

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

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

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

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

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

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

(d) To pay for ail 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.

DISCLOSURE STATEMENT

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

Bidders Name: L.I. Proliner Inc

Address: 18 Peconic Ave Medford NY 11763

Telephone No: 631 447 9558 Fax No: 631 447 9548

1. State Whether: A Corporation NYS cororation

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

HE 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.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07053-08078-111

QUALIFICATION STATEMENT

BIDDER'S NAME: L.I. Proliner Inc.

ADDRESS: 18 Peconic Ave Medford NY 11763

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
Vasilios Hadzigeorgiou 3 Hulse Ct. Patchogue NY 11772
VICE PRESIDENT
same
SECRETARY
Same
TREASURER
same

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
IF SO WHEN? 2012

. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 22

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? Emergency vehicle sales and Service, Parts and Collision repairs

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
Billy Georgiou	CEO	26	Bid Review and project manager	President

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
Review of technical specifications

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

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

Billy Georgiou, Bid review and project 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: Selden Fire District

ADDRESS: PO Box 870

Selden NY 11784

TELEPHONE: 631-732-5570 CONTACT PERSON John Barthick

CONTRACT DATE: current

2. REFERENCE'S NAME: Yonkers Police Department

ADDRESS: 1106 Yonkers Ave

Yonkers NY 10704

TELEPHONE: 914-377-7346 CONTACT PERSON Dennis M. Borrelli

CONTRACT DATE: current

3. REFERENCE'S NAME: Westchester County Police Department

ADDRESS: One Saw Mill River Park

Hawthorne NY 10532

TELEPHONE: 914 864 7700 CONTACT PERSON Westchester Police

CONTRACT DATE: current

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.

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the

foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

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

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

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

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or references. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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.

COUNTY OF NASSAU

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

1. Name of the Entity: L.I. Proliner Inc.

   Address: 18 Peconic Ave

   City, State and Zip Code: Medford NY 11763

2. Entity's Vendor Identification Number: 11 333 0825

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

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

Vasilios Hadzigeorgiou 3 Hulse Ct Patchogue NY 11772

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

Vasilios Hadzigeorgiou 3 Hulse Ct Patchogue NY 11772

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

None

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

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

None

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

None

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

None.

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

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

Dated: 8-7-18

Signed: [signature]
Print Name: Vasilios Hadzigeorgiou

Title: President

The term <u>lobbying</u> 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;

'ny determination regarding the calendaring or scope of any legislature oversight hearing;

.ne issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, 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: 8-7-18

Signed: [signature]

Print Name: Vasilios Hadzigeorgiou

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 earing;
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.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07053-08078-111

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: August 7 2018

1) Proposer's Legal Name: L.I. Proliner Inc

2) Address of Place of Business: 18 Peconic Ave Medford NY 11763

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

3) Mailing Address (if different): Same as above

Phone : 631-447-9558

Does the business (own) or rent its facilities? Own

4) Dun and Bradstreet number: NO.

5) Federal I.D. Number: 113330825

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. _____

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

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. I will contact the County should a potential conflict arise and 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. 1996 years in business.

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

i) Date of formation; 1996 22 years in business

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Vasilios Hadzigeorgiou President 3 Hulse Patchogue NY 11763

iii) Name, address and position of all officers and directors of the company; Vasilios Hadzigeorgiou President 3 Hulse Ct Patchogue NY 11763

iv) State of incorporation (if applicable); New York state

v) The number of employees in the firm; 13

vi) Annual revenue of firm; —

vii) Summary of relevant accomplishments We currently hold a 5 year Blanket order with Nassau County for Ambulances. We do business with all of Suffolk and Nassau County as well a Yonkers and Westchester

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

B. Indicate number of years in business. 22 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 Yonkers Police Department

Contact Person Dennis M. Borrelli

Address 1106 Yonkers Ave

City/State Yonkers NY 10704

Telephone 914-377-7346

Fax # 914-377-7392

E-Mail Address Toybuff911@aol.com

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
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Company Selden Fire District
Contact Person John Bartnick
Address PO Box 870
City/State Selden NY 11784
Telephone 631-732-5570
Fax # 631-732-0524
E-Mail Address none

Company Westchester County Police Department
Contact Person Police
Address One Saw Mill River Park
City/State Hawthorne NY 10532
Telephone 914 864 7700
Fax # N/A none
E-Mail Address none

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

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07053-08078-111

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, Billy Georgiou, 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 3 day of Aug 20 18

Notary Public

JOSEPH A. CARACCI
Notary Public, State of New York
No. 01CA6103679
Qualified in Suffolk County
Commission Expires Jan. 5, 20

Name of submitting business: LI Proliner inc

By: Billy Georgiou
Print name

Signature

Pres
Title

8/3/17
Date

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

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07053-08078-111

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 Vasilios Hadzigeorgiou
   Date of birth 7 /23 /1977
   Home address 3 Hulse Ct
   City/state/zip Patchogue NY 11763
   Business address 18 Peconic Ave
   City/state/zip Medford NY 11763
   Telephone 631 447 9558
   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 7 /23 /1996 Treasurer 7 /23 /1996
   Chairman of Board ___/___/___ Shareholder 7 /23 /1996
   Chief Exec. Officer ___/___/___ Secretary 7 /23 /1996
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   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, Billy Georgiou, 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 3 day of Aug 2018

Notary Public

JOSEPH A. CARACCI
Notary Public, State of New York
No. 01CA6103679
Qualified in Suffolk County
Commission Expires Jan. 5, 2

L.I. Prodiner Inc
Name of submitting business

Billy Georgiou
Print name

Signature

President
Title

8 / 3 / 17
Date

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

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07053-08078-111

SCOPE: It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: **a Command Center.**

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.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

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 240 **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.

Vasilios Hadzigeorgiou	8-7-18
CLAIMANT NAME	DATE
BY (SIGNATURE)	President
	TITLE

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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.

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.

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.

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.

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.

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: See attached warranty forms

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.

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

STATE PRICE PROTECTION PERIOD: 90 **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. 250 days.

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

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

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:

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

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07053-08078-111

[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 3RD day of AUGUST, 20 18 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: L.I. Proliner Inc

Address: 18

Street: Peconic Ave

City, Town, etc: Medford NY 11763

Telephone: 631 447 9558 Title: President

If applicable, responsible Corporate Officer

Name Vasilios Hadzigeorgiou Title President

Signature: [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.

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.

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

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

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

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

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

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

EVALUATION:
The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award.

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

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.

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

Specifications

Item 1 Purchase of one Ford F550 Command Unit Or Equivalent
2018 Ford F550 Or Newer Regular Cab DRW 4x4 193" wheelbase
As per specifications attached

Pricing as per specifications attached, must respond to all questions yes or no.

1 command center @ $274,600.00 each = $274,600.00 **Total**
Two Hundred Seventy Four Thousand Six Hundred Dollars

** Any questions in regard to the specifications please contact Warren Ramskill @516 573-9912.

Mobile Command Unit

for the

Nassau County Fire Marshal

Communications Division

11/20/17

MINIMUM CAB AND CHASSIS REQUIREMENTS

2018 or newer Ford F550

2018 Ford F-550 4 X 4 Super Duty Two Door Chassis

F5H	F-550 REGULAR CAB DRW 4 X 4
	193" WB 108" CA
660A	XL Trim Package Includes:
	HD Vinyl 40/20/40 Bucket Seats
	40 gallon fuel tank aft of rear axle
	Grille Black Painted
	Solar Tinted Windows
	Air Conditioning Manual, Single Zone
	Tow Hooks Front (2)
525	Cruise Control (Steering Wheel Mounted)
90L	Power Equipment Group windows and door locks
99T	Engine: 6.7L 4V OHV Power Stroke, V8 Turbo Diesel B20
44W	Transmission: TorqShift 6-Speed, Automatic, Includes SelectShift.
X8L	Limited Slip w/4.88 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus, Upgrade Package
	Includes upgraded frame, rear-axle and springs and low deflection/high capacity. Increases max RGAWR to 14, 706.
THB	Tires: 225/70Rx19.5G BSW Traction **(Select when using 4x4)**
	Includes 4 traction tires on the rear and 2 all-season tires on the front.
64Z	19.5 Argent Painted Steel Wheels
512	Spare Tire, Wheel
945	Stainless Steel Wheel Covers Front and Rear
63B	Clean Idle Decal
213	Add when a (4x4) Electronic-Shift-On-The-Fly, (ESOF) Includes manual-locking hubs and auto rotary control on instrument panel.
41H	Engine Block Heater
62R	Transmission Power Take-Off Provision (Includes transmission mounted live drive and stationary mode PTO)
98R	Operator Commanded Regeneration (OCR)
67B	Dual Extra Heavy Duty Alternators (Total 377-Amps)
585	Radio: AM/FM Stereo/Single CD/MP3 Player

	Includes (4) speakers regular Cab
39S	Satellite Radio w-6-months service Requires (91M)
54K	Manual Telescopic Trailer Tow Mirrors
91M	SYNC System Voice Activated Communications and Entertainment 911 assist (1) USB Port requires
86S	Low Deflection Spacer Package
425	50 States Emission
942	Day Time Running Lights
17F	Chrome front bumper
47A	Ambulance Prep Package
166	Carpet Delete (LPO) Replaced with black floor mat. (REQUIRES valid FIN code.)
S	Medium Earth Gray
Z1	Oxford White
	(4) Spare key FOBS and (4) Spare keys
	Chassis Batteries (2)
	Super duty radiator
	OEM transmission cooler

Y✓ N__

ELECTRONIC FLUID LEVEL DATA DISPLAY

As required by NFPA 1901, section 12-2.3.3, chassis component fluid level data shall be displayed on the dash mounted LCD display screen in the cab. There shall be a separate screen with the appropriate information displayed. Information shall include, at a minimum:

- Engine: make, model, serial number, recommended grade of oil, recommended filters with part numbers, recommended maintenance schedule.
- Transmission: make, model, serial number, vocation codes, recommended grade of oil, recommended filters with part numbers, recommended maintenance schedule.
- Rear Axle: make, model, serial number, recommended weight and type of oil, recommended maintenance schedule.

Y✓ N__

"OCCUPANT MUST BE SEATED & BELTED" WARNING PLATE

A safety warning label shall be installed in a conspicuous location on the cab dash visible to driver and all passengers that conforms to NFPA 1901, section 14-1.3.5. It shall have a universal pictorial warning and verbal warning as follows: "WARNING - Occupants must be seated and belted when apparatus is in motion". It shall be a sub-surface screen printed polycarbonate label with chrome bezel.

Y✓ N__

WARNING PLATE - "SEATING OCCUPANCY"

A safety warning label shall be installed in the cab dash visible to driver and all passengers that conforms to NFPA 1901, section 14.1.2. It shall be a seating occupancy label installed visible to the driver, indicating number of personnel the vehicle is designed to carry.

Y✓ N__

CAB LEDS

Minimum 6.5" x 3.3" LED ground lights shall be installed under each of the cab doors. Each light shall produce not less than 675 lumens. They shall mounted on angled stainless steel bracket with a light beam angle of approximately 120 degrees x 50 degrees for improved cab perimeter light projection beneath each cab door.

They shall be activated by park brake activation and when a cab door or the side door is opened.

Y✓ N__

CAB RUNNING BOARDS

A pair of bright aluminum tread plate running boards shall be bolted under the left and right cab doors. The front of the running boards shall be flared to provide an integral mud flap or deflector. The leading edge shall be machine formed or rolled to eliminate any sharp edges. All welds shall be continuous TIG type.

Y✓ N__

RECESSED TOW EYES

A pair of heavy duty black tow eyes shall be recessed into the rear body panel. The tow eyes shall have a minimum 7/8" shank that attaches directly into the end of the frame extension. The frame extension shall have a minimum 1/4" steel plate with reinforcement gussets welded on the end that permits the pulling force applied to the tow eyes to be applied directly to the frame, not the body.

Y✓ N__

BODY & FRAME REQUIREMENTS

BODY MOUNTING TO CHASSIS

The body shall be mounted to the chassis utilizing Grade-8 U-bolts. The body shall be isolated from the chassis frame rails using not less than 1/2" thick x 3" wide high density neoprene rubber the full length of the body sub-frame I-beam.

Y✓ N__

BODY CONSTRUCTION

The following specifications are meant to be minimum requirements established for the manufacture and delivery of a vehicle supporting emergency incidents, as outlined herein. Exceptions to these minimum standards shall be permitted, but shall be evaluated based on the bidders understanding and interpretation of the mission and compliance with maximum height and length requirements. The body shall be especially fabricated for emergency service usage.

To facilitate an accurate inspection environment after completion of the vehicle, the manufacturer shall, upon the request of the purchaser, schedule specified inspections during regular working hours Monday through Friday. Said inspections shall be at the discretion of the purchaser. The manufacturer shall make the following factory personnel available during the inspection process: sales administrator responsible for the contract; engineering representative familiar with the contract; production foreman or equivalent assignment responsible for the manufacturing process of the contracted apparatus and a representative of the upper management team authorized to make decisions for the contractor. To further facilitate an accurate inspection process, the manufacturer shall provide, prior to authorization to begin construction, an itemized and detailed work order for manufacturing of the specified apparatus. The work order shall become a part of the final contract between the purchaser and the manufacturer or manufacturer's representative and shall be used for any interim and final inspections. All agreed upon and authorized changes to the apparatus prior to or during the manufacturing process shall be represented by an immediate release of a revised work order that shall be forwarded to the purchaser.

Y✓ N__

WARRANTY

The body construction shall be warranted, in writing from the manufacturer, for a period of not less than ten (10) years against structural failure. A copy of the manufacturer standard warranty shall be included with the bid proposal outlining specifics of warranty and shall take precedent over any and all other warranties, implied or otherwise.

Y✓ N__

MINIMUM CONSTRUCTION REQUIREMENTS

The apparatus body shall be modular in design and constructed completely of aluminum. It shall be of a welded, all interlocking extrusion structural design engineered specifically for use as an emergency vehicle operating under all types of environmental extremes.

All frame and structural members shall be MIG (metal arc inert gas shielded) welded together to form a "roll cage". No rivets, screws, adhesive or other mechanical fasteners shall be used for the attachment of any structural or frame member used to form this structural "roll cage".

Y✓ N__

MINIMUM BODY SIDEWALL CONSTRUCTION

Body Corner Post:

The corners of the body shall be constructed of hollow extruded 6063-T6 aluminum shape. The cavity of the extrusion shall be no larger than necessary to provide a solid connecting point for the vertical structural wall members. The design must allow for a minimum of six (6) inches of continuous weld where each vertical structural member abuts the corner extrusion. This extrusion shall have a minimum wall thickness of .125" (1/8)". The corner extrusion shall have at least one (1) internal wall gusset of at least .188" high and 6" X 6" used to adjoin the front and rear walls to each sidewall structure. This critical structural requirement is to reduce the possibility of the extrusion bending, twisting or suffering other deformation when impacted or otherwise stressed.

To ensure full weld penetration the interior vertical corner extrusions shall have a 45 degree "weld bevel" This "welded bevel" can be part of the extrusion design or manually ground off the extrusion prior to assembly. In either case, the extrusion's wall thickness shall be a minimum of .125" at the corner's bevel point.

Sidewall Structural Requirements:

The sidewall assembly shall be reinforced with square extruded 6063-T6 aluminum structural tubes on approximately twelve (12) inch centers. These structural members shall be 2" x 2" extruded box tubing with a wall thickness of not less than .125". To minimize the possibility of the extrusion bending, twisting or suffering other deformation when stressed the extrusion shall be designed so that the floor and wall shall incorporate a thickness of .125" high 6" x 6" gusset at a minimum of four locations curbside and roadside. These structurals shall be MIG welded together to form the body's "roll cage".

Sidewall Outer Panels:

The front, sides and rear external walls shall consist of 5052-H32 aluminum panel not less than .188" (3/16") thick for enhanced corrosion resistance. Where the panels connect with the corner extrusions or the roof rail extrusion they shall be interlocked by a minimum of ½" overlap incorporated into the extrusion design. The panel shall be attached to the vertical and horizontal wall structural's with VHB (Very High Bond) adhesive along with a series of engineered stitch welds to provide rigidity in the wall assembly. All seams shall be continuously welded and or interlocked utilizing a mid-body rub rail with a minimum of ½" overlap on the upper and lower body panel. In no case shall screws, rivets or other mechanical fasteners be used to attach the plate to these structural members.

Y ✓ N

ROOF CONSTRUCTION REQUIREMENTS

Roof Perimeter:

The perimeter of the roof shall be fabricated of 6063-T6 extruded aluminum tubing. The cavity of this hollow extrusion shall be no larger than necessary to provide a solid connecting point for the horizontal structural members. Its design must allow for continuous weld on each side of the horizontal structural member where it abuts the extrusion. The extrusion shall have a wall thickness of not less than .125". A drip rail shall be included as an integral feature of this extrusion design. A drip rail that is screwed, taped, riveted or otherwise mechanically fastened to the roof extrusion is not acceptable.

Roof Lateral Bow (Cross members):

The lateral roof bows shall be 2" x 3" square aluminum extruded tubing with a minimum wall thickness of .125". To minimize the possibility of the extrusion bending, twisting or suffering other deformation when stressed, the extrusion shall be designed so that each of its four (4) walls incorporates an integral wall gusset of not less than .125" high and .125" wide running the entire length of the extrusion. The gusset is to provide additional strength as well as to serve as a mounting point for internal equipment or structures. These structurals shall be MIG welded together to form the body's "roll cage".

The structural members shall be located so that the roof panel is supported on an average of not less than 16" centers. The roof bows shall interconnect with the roof rails and be continuously welded on each side of all contact points.

Roof Exterior Surface:

The roof shall be not less than .125" bright aluminum diamond plate panels. The roof panels shall be fully seam welded where they contact the roof rail perimeter extrusions. The panels shall be attached to the lateral roof bows with VHB (Very High Bond) adhesive to allow flexibility in the roof assembly. In no case shall screws, rivets or other mechanical fasteners be used to attach the skin to the lateral roof bows.

Roof Corner Caps:

The corner caps shall be designed to interlock with the roof perimeter and vertical corner extrusions and roof panel. The corner caps shall be aluminum. The final finish shall be smooth and without deformation or roughness. To further enhance the structural integrity of the modular body all contact points between the corner assembly and the roof perimeter shall be fully welded.

The corner caps shall further feature a recess for integral installation of the LED corner clearance lights in a manner where they do not protrude outside the surface area.

Y✓ N__

FLOOR CONSTRUCTION

The floor shall be at the lowest level permitted by clearances. The floor structure shall consist primarily of 2" x 3" x .25" thick 6063-T6 extruded aluminum structural box tubing. The finished assembly shall be securely welded to the wall structures and exterior compartments. All critical points shall be reinforced a minimum of four locations on each side with .125" x 6" x 6" gussets. The floor structural members shall be placed on centers not to exceed 16".

The lateral and longitudinal floor structural members shall be 4" high x 2.75 wide 6063-T6 extruded aluminum structural I-beam. These structurals shall be MIG welded together to form the body's "roll cage" and provide maximum support to the chassis frame rails.

Y✓ N__

BODY MOUNTING TO CHASSIS

The body shall be mounted to the chassis utilizing Grade-8 U-bolts. The body shall be isolated from the chassis frame rails using not less than 1/2" thick x 3" wide high density neoprene rubber the full length of the body sub-frame I-beam.

Y✓ N__

BODY DIMENSIONS

The body shall meet the following minimum dimensional requirements:

1. Overall length: 180"
2. Overall width: 98"
3. Overall height *(measured from ground to top of AC)*: 131" + or - 2" for chassis suspension deviations.
4. Interior headroom *(measured from floor to ceiling)*: 76"
5. Interior length *(measured from wall-to-wall)*: 173"
6. Interior width *(measured from wall-to-wall)*: 92"

Y✓ N__

EXTERIOR BODY COMPARTMENTS

All listed dimensions are interior Left (Street) Side:

a. S-1 - Forward of rear wheels: 31"wide x 14" high x 20"deep with single drop-down hinged door
b. S-2 - Forward of rear wheels: 31"wide x 14" high x 20"deep with single drop-down hinged door

c. S-3 - Over the rear wheels: exterior rack equipment access 60"h x 21"w
d. S-4 - Aft of rear wheels: 38"wide x 14" high x 20"deep with single drop-down hinged door

Right (Curb) Side:

a. C-1 - Forward of rear wheels: Generator compartment minimum 38.5" wide x 26" high x 26" deep with double vertically hinged doors.
b. C -2 - Curbside entrance door 76"h x 26"w
c. C-3 - Aft of rear wheels: 38"wide x 14" high x 20"deep with single drop-down hinged door

Y✓N__

OVERALL APPARATUS HEIGHT WARNING PLATE

A minimum 6" wide x 3" high red plate with white letters shall be prominently displayed on the center of the cab dash that displays the overall unloaded height at the highest point on the apparatus. It shall read "WARNING - *(clearance height at time of delivery)* CLEARANCE".

Y✓N__

BRIGHT ALUMNUM TREADPLATE ROOF

The entire roof shall have a minimum .125" bright aluminum treadplate welded to the perimeter. All seams shall be continuously welded.

Y✓N__

SIDE PERSONNEL ENTRANCE DOOR

The side body shall have an insulated minimum 26" wide and maximum available height. It shall be a swing-out type located on the **curbside** (right) of the apparatus body panel for entering and exiting the compartment.

- The outer surface of the door shall be formed of minimum .188" (3/16") 5052-H32 aluminum. The door panel shall be a lap type that completely encapsulates the door opening. The top, bottom and leading edges shall have a slight angled break that turns toward the body surface partially hiding the compression gasket.
- The inner door panel shall be constructed of .125" (1/8") 5052-H32 aluminum forming a box pan that is welded to the door surface panel.
- The door shall be attached to the body with heavy duty .25" diameter pin Type 304 stainless steel continuous hinge with 2" knuckle.
- A hollow bulb-type perimeter gasket shall be attached to the leading edge of the door. The design shall provide for an air tight seal of the door preventing penetration of water and dust.
- It shall be provided with a top and bottom double-catch rotary type latch certified to meet FMVSS206. An exterior and interior stainless steel paddle handle with key lock shall be provided.
- A stainless steel door check shall be provided at the top of the door with 8" swing arm and spring weight set to hold the door open on inclines.
- A polished aluminum drip molding shall be placed over the full width of door opening.

- The inside door header shall incorporate a head bumper pad.

Y✓ N__

DOOR WINDOW

A tinted and tempered minimum 30" high x 18" wide sliding window with screen shall be installed in the personnel entrance door. It shall be set in a clear anodized extruded aluminum frame.

Y✓ N__

INTERIOR DOOR GRAB HANDLE

Located on the inner door panel shall be a curved grab handle to assist in closing the door and as a handrail for entering and exiting the vehicle.

- Construction: stainless steel
- Grab surfaces: friction knurled for secure grasp
- Top length: not less than 16" long
- Angled length: not less than 16" long
- Attachment: not less than six (6) 1/4" stainless steel fasteners

Y✓ N__

BODY WINDOW

A minimum 18" high x 36" sliding window with screen shall be installed in the curbside upper body. It shall be set in a silver powder-coated extruded aluminum frame with 3" radius. The glass shall be 1/4" safety with a solar gray tint.

Y✓ N__

EXTERIOR COMPARTMENT CONSTRUCTION

All exterior compartments shall be constructed of minimum .125" 5052-H32 aluminum plate. All seams shall be continuously welded forming a strong, weather-resistant interior storage area. The compartment shall be welded to the door opening frame and the floor shall be supported in a manner that shall support the intended loads. The floor of the compartment shall be even with the top edge of the door opening creating a sweep-out design to facilitate easy removal of stored equipment and cleaning. Louvered vents shall be installed on the side walls to facilitate air escape for closing the doors and ventilation within the compartment. Minimum 3/8" drain holes shall be provided in the left and right rear corners of the floor. Neoprene rubber bulb gaskets shall be fully encase the door opening providing a sure door seal.

Y ✓ N__

GENERATOR COMPARTMENT CONSTRUCTION

The floor shall be reinforced with inlet and outlet air returns meeting specifications of the generator manufacturer for proper cooling.

- The bottom of compartment shall be fully enclosed and shall have openings for cooling and exhaust as recommended by generator manufacturer
- The generator shall be mounted on 3" x 1.25" x 1/4" "C" channel welded to the body superstructure.
- The sidewalls and ceiling shall be lined with lead-lined acoustical foam insulation with heat reflective exterior barrier to prevent penetration of heat into the interior work zone and to deaden noise and acoustical vibration.

Y ✓ N__

HINGED COMPARTMENT DOOR CONSTRUCTION

All specified hinged compartment doors shall box-pan type constructed of aluminum shapes.

- .The doors shall be a minimum 2.5 thick, including the exterior panel. The door structure shall be aluminum extruded shapes with a thickness of not less than .150".
- The outer door panel shall be a minimum .190" thick providing an overlap design.
- The design shall incorporate a closed-cell neoprene gasket top, bottom and leading edge of the overlap panel creating a seal between the door and the side of the body.
- A second 360 degree, full perimeter bulb gasket shall be installed in the corner of the inner doorframe. The doorframe shall be welded into the side of the body cut-out.
- The hinges shall be full-length continuous type polished stainless steel with heavy duty .250 pin. They shall have offset slots that permit vertical and horizontal adjustment. They shall be bolted to the door assembly.
- Latches shall be automotive rotary type with minimum .50 latch pins. The pins shall be set in oversize holes in the doorframe that allows 360 degrees of adjustment. A cage nut shall be provided on each latch pin that keeps the nut captured should it be threaded completely off the latch pin. The stainless steel paddle handle shall be provided to open the doors. The handle shall have a neoprene gasket that is formed to the handle shape isolating it from the surface of the door. The paddle release mechanism shall also be adjustable using a threaded rod between the paddle handle mechanism and the rotary latch. Double doors shall be provided on the interior secondary door with a paddle release handle.
- A minimum .125" aluminum inner door panel shall be recessed into grooves around the inner doorframe. It shall be attached using stainless steel screws permitting service access to the latch mechanisms.
- A bright aluminum drip molding shall be installed over each door extending past the door opening. It shall not be attached with any fasteners requiring drillings holes in body.

Y ✓ N__

POWER DOOR LOCKS ON MODULAR BODY

All specified hinged compartment and entrance doors shall have power door locks.

Y✓ N__

REAR WHEEL OPENING FENDERETTES

Removable mirror finish stainless steel fenderettes shall be attached to the rear wheel opening filler panels. They shall be minimum 12-gauge 304 stainless with a radius flare. Polished aluminum or other types of materials are not acceptable.

Y✓ N__

LOWER BODY RUBRAILS

Removable rub rails shall be installed on the bottom of the body, fore and aft of the rear wheels. They shall be constructed, at a minimum, of extruded aircraft alloy aluminum equal to 6063-T5. They shall be a C-Channel shape measuring approximately 2-1/2" high x 1-1/2" deep. The recess shall permit emergency flashing lights, marker lights, reflectors and, as applicable, reflective tape to be installed and protected from damage. Each end of the rails shall be angled. The rails shall be attached to the body stainless steel fasteners with nylon isolation washers between the rails and the body.

The rails shall have a powder-coat finish, applied prior to drilling any mounting holes. The color shall be silver.

Y✓ N__

ANTENNA MOUNTING RAIL

A Z-channel or rail shall be attached to the roof along the outer perimeter on the roadside and curbside for mounting up to ten antennas on the curbside and ten antennas on the street side for a total of twenty antenna mount provisions.

- Each of the four Z-rail shall be a minimum of 2.75" high x 86" long and provide a 2" mounting surface for future antenna installation.
- The Z-rail shall be constructed of a minimum .125" 5052-H32 aluminum.
- It shall be attached to the roof surface by welding only, no fasteners shall be used in order to eliminate penetration for the roof material and provide an excellent ground plane.
- A waterproof enclosure with a removable lid shall be provided on the street side center of the roof to insure no water penetration into the interior of the vehicle. This tunnel shall provide a minimum 9" x 3" opening into the interior wire-way for ease of coaxial installation. The tunnel shall be constructed of a minimum .125" aluminum.
- Tunnel shall be located over the computer cabinet.
- Drip tray shall be installed below the tunnel

Y✓ N__

FUEL FILLER HOUSING

A cast aluminum fuel filler housing shall be installed on the left rear wheel housing panel. It shall have a hinged door or lid with a bead blast finish. The filler housing flange shall be polished aluminum.

Y✓ N__

DEF FILLER HOUSING

A DEF filler shall be installed within the fuel filler housing on the left rear wheel housing panel.

Y✓ N__

FUEL & DEF FILL IDENTIFICATION PLATES

Next to the fuel fill shall be a sub-surface screen printed polycarbonate label with chrome bezel that reads "ULTRA-LOW SULFUR DIESEL FUEL ONLY".

Y✓ N__

INTERIOR WALLS & CEILING FINISH

The body interior walls, ceiling and floor shall meet the following minimum requirements:

- The interior walls shall be insulated using a minimum 1" Styrofoam plank insulation leaving a minimum 1/2" air insulator effect between the insulation and the interior wall surface. The planks shall be attached to the exterior wall with adhesive.
- The interior ceiling and floor shall be insulated using a minimum 2" Styrofoam plank insulation leaving a minimum 1" air insulator effect between the insulation and the interior ceiling and floor surfaces. The planks shall be attached to the exterior wall with adhesive.
- The ceiling shall be covered with minimum 1/2" thick AC plywood. The side walls shall be covered with minimum 3/8" plywood.
- The interior surfaces of the wall and ceiling shall then be covered with light gray kemlite to reduce ambient noise associated with the confined work environment.
- Hubbell or equal surface mount metal wire raceways with detachable covers shall be installed around the perimeter of the interior body at the ceiling line. The raceway shall provide access to cables and wiring harnesses for future installation of additional communications equipment.

Y✓ N__

INTERIOR CABINET CONSTRUCTION

Cabinets shall be constructed of 100 percent aluminum sheet and extrusions and must be specifically designed for installation in moving vehicles.

- All fasteners shall be zinc plated, stainless steel, or aluminum. Rivets of any type are not to be used. Hinges shall be continuous extruded all aluminum. Applicable shelf brackets are zinc-plated steel.
- All sheet components shall be coated with baked on polyester powder coat. This application shall only be done after forming and fabrication.

The doorframes shall be fabricated from minimum .090" wall extrusions with square cut and coped ends to conceal cut aluminum edges. Miter/folded joints are not to be used.
All frame components shall be owner replaceable. All fasteners must be self-locking.
Doors shall be formed to a 1" thickness from a single sheet of aluminum. Doors with cut frames around perimeter are not permitted. Material shall be minimum .063" thick at overhead and wall cabinets, and minimum .080" thick at base and closet cabinets. Doors shall be square and flat to 1/16 tolerance.

- ☐ Overhead doors shall receive a mechanical folding hold open mechanism to automatically hold door to an approximate 85-degree opening.
- ☐ All doors shall have full length pivoting handles with self-latching, independently sprung latch mechanism. Doors must be unlatched by pulling only, no separate tabs, latches or handles are permitted. The handle extrusions to receive 204-R1 Class 2 Architectural clear anodized finish.
- ☐ Door hinges shall be secured to frame with self-locking nut and bolt hardware and are owner re-alignable and replaceable without drilling or fabrication work.
- ☐ Where shelves are specified, they shall be constructed of minimum .090" mill aluminum. All sides shall be hemmed over to prevent sharp edges from being exposed. Shelves must include adjustable mounting bracket and securing screw. Shelf slots shall be punched in side. Shelves must be able to be placed across from each other on both sides of a panel in the same mounting slots via self-mating brackets.
- ☐ All cabinets to receive mounting angle brackets at perimeter. All panels are finished on all exposed surfaces, inside and outside, after fabrication.

Y✓ N__

There shall be a one (1) cabinet closet measuring a minimum of 22" wide x 60 3/4" high x 28" deep installed on the front curbside wall. It shall have one hinged access door, and shall have 3 adjustable shelves and a hanging rod for clothing.
Cabinet color shall be TX-Gray 7038.

Y✓ N__

There shall be a one (1) cabinet measuring a minimum of 77" wide x 16" high x 14" deep installed in the upper street side workstations. It shall have two(2) equal size hinged doors.
Cabinet doors shall have dry erase surface.
Cabinet color shall be TX-Gray 7038.

Y✓ N__

A galley cabinet shall be installed at floor level measuring a minimum of 23.75" wide x 25" high x 28" deep. A counter top shall be installed on top of the cabinet constructed of minimum 1-1/4" solid-surface, nonporous homogenous blend of polyester and acrylic alloy and fillers. The exposed edges shall have a rounded "bull-nose" finish. It shall have a granite stone-like pattern and be color coordinated to the interior color scheme. All exposed surfaces shall be sanded and polished. It shall have an opening for a refrigerator. An opening for a refrigerator shall be provided beneath the counter top.
Cabinet color shall be TX-Gray 7038.

Y✓ N__

FILING CABINET

Two (2) Iceberg Aspira black under desk two-drawer file cabinets shall be installed. They shall be constructed of scratch and dent resistant Resinite polyethylene and utilize full extension ball bearing slides. Steel cabinets are not acceptable.

Y✓ N__

COMMUNICATIONS CONSOLE

The two-man communications console shall be not less than 77" (1956mm) long.

- The desktop surface shall be not less than 24" (610mm) deep.
- The desk shall be constructed of minimum 1-1/4" (31.75mm) thick solid-surface, nonporous homogenous blend of polyester and acrylic alloy and fillers.
- It shall be attached to a tubular aluminum sub-frame supported by the walls.
- The surface shall be easily cleaned using conventional cleaning agents.
- The exposed edges shall have a rounded "bull-nose" finish.
- It shall have a granite stone-like pattern and be color coordinated to the interior color scheme.
- All exposed surfaces shall be sanded and polished.
- Below the desk shall be a wiring trough for future routing of cables and harnesses and service.
- A vertical wire-way shall be provided behind the desk area wall extending from the lower wire-way to the upper wire-way that permits simple routing of future requirements for cables and wiring harnesses.

Y✓ N__

A minimum 70 3/4" high x 24" wide x 24" deep electronics rack cabinet shall be installed on the street side wall. Electronic equipment mounting rails shall be installed inside the cabinet set back 3" from the door opening.
Equipment mounting opening shall be 60 1/2" H (38 RU) and 19 1/8" wide.
Rack vent panel located at the bottom of the rack enclosure for cool air supply. Rack fans (3) located at the top of the rack enclosure for hot air exhaust.
Cabinet color shall be TX-Gray 7038.

Y✓ N__

POWER DISTRIBUTION VERTICAL CABINET

Located curbside front shall be a vertical aluminum cabinet formed of minimum .100" aluminum.

- The face of the cabinet shall be removable for service access and wire routing.
- It shall accommodate the circuit breaker and power distribution panel, interior light switches, CO monitor, generator remote start panel and other controls, gauges and switches as required.
- The exterior surface shall be finished with dark gray Zolatone.

Y✓ N__

CONFERENCE TABLE

A minimum 60" (1524mm) long x 30" (762mm) wide conference table shall be installed.

- It shall be constructed of minimum 1-1/4" (31.75mm) solid-surface, nonporous homogenous blend of polyester and acrylic alloy and fillers.
- It shall be attached to a tubular aluminum sub-frame and table support leg.
- A trough shall be provided under the table surface for routing of communications and power cables, if specified.
- The surface shall be easily cleaned using conventional cleaning agents.
- The exposed edges shall have a rounded "bull-nose" finish.
- It shall have a granite stone-like pattern and be color coordinated to the interior color scheme. All exposed surfaces shall be sanded and polished.
- Platform base shall be coated with a gray zolatone finish.

Y✓ N__

SWIVEL LOW-BACK TASK CHAIRS

Two (2) swivel type low-back task chairs with arm rests shall be provided. They shall have, at a minimum:

- Adjustable tilt controls
- 1-touch seat-height adjustment
- Adjustable armrests; and five (5) Casters
- A "bungee" type strap with securing points shall be provided for each chair to secure the chairs against the desk while the vehicle is in motion.

Y✓ N__

BENCH SEAT

A bench seat shall be installed on the street side conference room.

- The seat base shall measure 72" long x 20" deep x 16" high.
- The cushion shall be not less than 71" long by 3" thick. It shall be covered with black ballistic type upholstery over high-density foam rubber.
- The seat cushions shall be hinged using continuous piano style hinge to access storage beneath.
- The seat bases shall be constructed of 5052-H32 aluminum sheet with a powder-coated exterior surface matching all other cabinets.
- Minimum .090" 6063-T5 aluminum structural extrusions with clear anodized finish.
- The backrest cushion shall be installed 8" above the bench and measure not less than 65" long x 20" high x 3" thick. It shall be covered with black ballistic type upholstery over high-density foam rubber.

Y✓ N__

BENCH SEAT

A bench seat shall be installed on the curbside conference room.

- The seat base shall measure 90" long x 20" deep x 16" high.
- The cushion shall be not less than 89" long by 3" thick. It shall be covered with black ballistic type upholstery over high-density foam rubber.
- The seat cushions shall be hinged using continuous piano style hinge to access storage beneath.
- The seat bases shall be constructed of 5052-H32 aluminum sheet with a powder-coated exterior surface matching all other cabinets.
- Minimum .090" 6063-T5 aluminum structural extrusions with clear anodized finish.
- Three (3) piece back rest shall consist of (2) back rest cushion shall be installed 8" above the bench and measure not less than 19" long x 20" high x 3" thick. It shall be covered with black ballistic type upholstery over high-density foam rubber.
- (1) back rest cushion shall be installed 8" above the bench and measure not less than 37" long x 8" high x 3" thick. It shall be covered with black ballistic type upholstery over high-density foam rubber.

Y✓N__

DRY-ERASE MARKER BOARD

A minimum 36" wide x 20" high white surface marker board shall be installed street side conference room wall. It shall have an anodized aluminum, satin finish frame with a full-length rail across the bottom to accommodate markers and eraser.

Y✓N__

FLOORING

The floor shall be designed to provide a solid walking surface that can support, without deflection, the weight of the recommended and/or expected personnel load. Personnel weight shall be calculated based on the current federal definition of an average percentile adult male.

- The floor superstructure, beneath the body that is exposed to water spray, shall be completely covered with minimum .050" aluminum sheets and attached with rivets. All seams shall be caulked with non-shrinking and pliable sealant.
- The sub-floor shall be insulated with minimum 2" Styrofoam planking between all floor superstructure cross members.
- All voids exposed to the interior of the body shall be filled with insulation.
- The sub-floor above the insulation (interior exposure) shall be covered with minimum .050" aluminum sheets to act as a secondary barrier.
- Tongue-and-grooved exterior type minimum 3/4" plywood shall be applied on top of the moisture barrier.
- The plywood shall be attached to the floor superstructure with self-tapping countersunk screws. All seams shall be filled and sanded prior to installation of the floor covering.
- The floor covering shall be equal in quality and performance of Lonseal Loncoin II. The material shall conform with ASTM F 1303-95 and surpass the coefficient of friction (COF) as established in ASTM C 1028-89.
- It shall have an embossed coin design anti-slip surface.
- The floor installation shall be seamless full length of the interior body.

- All edges shall be sealed with non-hardening, flexible type sealant to prevent water penetration between the floor and walls.
- Other required standards shall be:
    - ASTM E648-97 Class 1 flame spread per NFPA 253
    - ASTEM E662/NFPA 258 Smoke density
    - ASTM D 3884 Abrasion resistance
    - ASTM F970-87 Static load limit
    - ASTM F 137 Flexibility

Y✓ N__

MINIMUM INTERIOR CONSTRUCTION STATEMENT

All requirements specified for the interior design and construction are considered minimum quality levels required for the intended long-term missions of the apparatus. Cabinets and work counters and desks constructed of plywood or other wood byproducts and laminated surfaces shall not be considered as alternatives. Floor materials of less quality than that specified shall not be considered. All specified materials and construction methodologies specified herein are open-market commodities and construction practices and are expected to be adhered to in the final finish of this apparatus. Bids that propose alternative methods must be accommodated by detailed descriptions of the materials and construction methods employed/proposed with documentation attesting to durability.

Y✓ N__

STONE GUARDS, FRONT & REAR CORNER POST

The lower front and rear body corner posts shall be protected with bright aluminum tread plate shaped to fit the rounded corners. The front guards shall line up visually with the bright tread plate on the cab steps (when applicable). The tread plate shall additionally extend, at the same height, inward on the body to cover the lower body skirt. They shall be attached using roundhead drive-rivets. All edges shall be sealed with silver, non-hardening sealant to prevent corrosive agent build-up between the plates and the body.

Y✓ N__

REAR DIAMOND PLATE KICK PANEL

Located on rear body panel shall be an overlay of bright aluminum tread plate extending upward from the bottom of the body a minimum of 24". The perimeter shall be sealed.

Y✓ N__

REAR STEP BUMPER

Bolted to the rear frame supports shall be step bumper constructed to channel steel designed to support a minimum of 600 lbs. of combined weight.

- It shall be covered with minimum .125" bright aluminum tread plate.
- The surface of the tread plate shall be punched providing multi-directional, aggressive gripping surface forming a platform a minimum of 11" deep and minimum 90" wide.
- The gripping surfaces shall be circular in design, a minimum of 1" diameter and on centers not to exceed 4".

Y✓ N__

SIDE ENTRANCE STEP

Manually deployed entrance steps shall be installed under the side entrance door.

- The step shall be a minimum of 24" wide x 8" deep with a maximum 7" drop.
- It shall have an anti-slip surface.
- The step assembly, at a minimum, shall be constructed of formed steel with a powdercoated finish for corrosion resistance.
- Black/Yellow reflective safety tape shall be applied to the exposed sides and front of the step assembly.
- It shall stow as tight against the underside of the body as possible.

WHEEL CHOCKS

ZICO model AC-2 wheel chocks complying with NFPA 1901 and SAE-J-348 shall be provided.

Two (2) ZICO model QCH-2 horizontal holder with mounting hardware shall be provided for securing the wheel chocks. They shall be mounted aft of the driver's side rear wheels.

Y✓ N__

LICENSE PLATE FRAME

Located on the rear body panel shall be a Cast Products #C30004 surface-mount lighted license plate frame. It shall have a polished aluminum finish around the outer flange and bead blasted inner finish.

Y✓ N__

REAR MUD FLAPS

A pair of heavy duty black rubber mud flaps shall be bolted to the rear wheel housing behind the rear wheels.

Y ✓ N

COMPARTMENT MATTING

Turtle-Tile brand black open grate matting material shall be installed in the bottoms of each open compartment floor. The mat surface shall include edge strips on the front.

Y ✓ N

PAINT & GRAPHICS REQUIREMENTS

BODY PAINT

The final finishing of this apparatus shall meet or exceed automotive standards, as follows:

- Minimum paint thickness shall be 2.6 mils, as measured by a Labotron film thickness gauge.
- Paint surface smoothness shall meet a minimum standard of 85 (on a scale of 100) as measured by Positector Model 3000 smoothness gauge, which measures the smoothness of the coat and other irregularities in the surface.
  Paint coat Distinctness-of-Image (DOI) shall meet a minimum standard of 75 (on a scale of 100) as measured by an ATI Systems, Inc. DOI meter, which measures the ability of the paint application to reflect images as a mirror does.
  All primers and paint shall be 100% lead free.

  The apparatus shall be fully sanded on all exterior surfaces with 180 grit to assure removal of all imperfections in metal surface. All surfaces shall be de-greased before and after sanding.

- ☐ All surfaces shall be primed with self-etching zinc-chromate based primer. No liquid etching solutions may be used in order to prevent residual solution from leeching under paint edges and causing flaking.
- ☐ The unit shall be completely sanded following first primer coat with no less than 320 grit so that the top coat of paint can be applied to a smooth surface. All surfaces shall receive a second filler coat of primer.
- ☐ The entire apparatus shall then be painted with SIKKENS acrylic urethane with a clear urethane top coat.
- ☐ The apparatus body shall be painted separately while unmounted to insure full coverage.

- ☐ Body paint color to match the cab color.

Y ✓ N

TOUCH-UP PAINT

One (1) quart of touch-up paint shall be provided for each color applied to the apparatus.

Y✓ N__

UNDERCARRIAGE COATING

After the apparatus has been painted, the entire undercarriage of the chassis frame, cab and body shall be spray coated with a heavy black paint. Coating shall not be applied to exhaust or drive-line components or frame-mounted apparatus components, except brackets or permanently attached equipment.

Y✓ N__

CHEVRON REAR BODY STRIPING

The rear body panel shall be fully covered with 6" Red and Yellow chevron stripe in an inverted "V" pattern.

Y✓ N__

LETTERING AND GRAPHICS ALLOWANCE UP TO $4000.00

An allowance of $4000.00 shall be included into the price to cover any lettering or graphics determined at the pre-construction meeting.

Y✓ N__

12VDC ELECTRICAL SYSTEMS

GENERAL REQUIREMENTS:

The following specifications are intended to provide minimum guidelines for the apparatus 12volt electrical power systems. The system shall utilize current industry state-of-the-art multiplexing technology. Any deviations from these minimums must be clearly noted and defined under the "Exceptions" requirements of this bid proposal. Since the specified system utilizes open-market components and are available to all apparatus manufacturers, exceptions to the general design requirements are not acceptable. Any exceptions shall be explained by the applicable paragraph. Bids taking total exception to these minimum requirements shall be subject to rejection.

MINIMUM NFPA 1901 WIRING REQUIREMENTS:

The complete 12-volt wiring system and electrical appliances shall be to modern automotive and NFPA 1901 minimum standards throughout the installation. The system shall comply with all appropriate SAE J1939 and/or J1708 recommended practices. The manufacturer shall supply an installation and components that provides for easy diagnostics and serviceability of the system.

- All required DC power conducting wiring shall be of stranded copper wire of adequate gauge for the function served so as to ensure voltage drop of less than one volt at the appliance under full amperage load. Any wiring routed through the engine compartment, within 18

inches proximity of any exhaust components or other high heat components shall be not less than GXL. As specified, any required strobe lights shall be wired using shielded cable, as recommended by the light manufacturer.

- Any required signal conductors shall be shielded twisted pairs rated by the system manufacturer to carry the multiplex command signals from the switch panel to the control modules.
- The wiring shall be routed in protective nylon HTZL Type 6 300 degree F. Rated loom in all areas. All wiring shall be specially harnessed with wire ties and, where not routed through grommets, shall be clipped to body members with vinyl coated harness clips.
- Where wire passes through sheet metal, rubber grommets shall be used to protect both wiring and wire looms.
- Primary wiring harnesses shall be bench assembled and connections machine welded. Where crimp connections are necessary, the connections shall be made using AMPS or equal connectors with heat-shrink insulators.

Y✓ N__

MULTIPLEXED ELECTRICAL MANAGEMENT SYSTEM:

General Overview Requirements: The apparatus shall be equipped with a fully multiplexed electrical system, no exception. The system shall be compatible with the chassis supplied multiplexed electrical system and fully interfaced using the same diagnostics.
It shall be a peer-to-peer network consisting of all solid state nodes. Each node shall have the ability to control its own inputs and outputs. All inputs and outputs shall be configured into a scalable electrical harness utilizing Deutsche connectors. The nodes must be weatherproof and not require special mounting requirements away from wet environments.

The system, at a minimum, shall be capable of performing the following functions: load management sequencing, switch loads, receive digital and analog signals, perform and report diagnostics, continuously report vehicle status and the system shall be expandable.

"Real Time" data must be capable of being reported and displayed through dedicated operator interface modules.

The multiplex system shall be easily re-programmable and re-configurable by either the factory or a factory authorized service center.

The system shall have the following minimum features:

- Total load management
- Load shedding capabilities (*shall begin load shedding when voltage drops below selected level after a 2-minute period per output.)*
- Load sequencing capabilities
- "On-board" diagnostics readout
- Error reporting

- Full color graphics data display
- Continuous system monitoring and reporting
- Emergency warning light flasher
- Door ajar warning system
- Real time clock

Message Capabilities: The multiplex system shall have the capability to display diagnostics messages such as short or open circuits. The system shall display load shedding levels and also display when a compartment door is not secure or other equipment is not properly stowed, such as light tower.

Real-time Diagnostics: The system shall provide instant message feedback based on an output failure (i.e.: burned out bulb or electrical short). The error message shall remain displayed until such time as the "acknowledge" button is depressed. The output shall turn off whenever there is a short circuit or over current condition and shall not reactivate until the system power is reset.

PC Diagnostics: The system shall incorporate a feature that enables a service representative to troubleshoot, repair and replace nodes in the system, should they for any reason fail. It shall be run via a PC interface and shall monitor all system information. All messages going across the communications bus must be seen on the screen, including analog information. Each node must be capable of being queried for its own voltage drop and capable of obtaining the status of all inputs and outputs from the diagnostics interface.

PC Programming: The system must be programmable at the factory in a language that can be downloaded to a remote service representative's PC or down loader tool with all OEM data, as programmed for this specific apparatus and allow field reprogramming changes as provided by the apparatus manufacturer.

System Troubleshooting Guide: A troubleshooting guide must be provided with each delivered apparatus, placed within the Owner's Manual. The guide shall outline, in simplistic language, how to perform system diagnostics and troubleshooting and how to reset default circuits.

Y✓ N__

EMI/RFI PROTECTION:

The electrical system proposed shall include means to control undesired electromagnetic and radio frequency emissions. State of the art electrical system design and components shall be used to insure radiated and conducted EMI (electromagnetic interference) and RFI (radio frequency interference) emissions are suppressed at their source.

The apparatus proposed shall have the ability to operate in the electromagnetic environment typically found in fire ground operations. The contractor shall be able to demonstrate the EMI and RFI testing has been done and meets SAE J551 requirements.

EMI/RFI susceptibility shall be controlled by applying immune circuit designs, shielding, twisted pair wiring and filtering. The electrical system shall be designed to full compatibility with lowlevel control signals and high-powered two-way radio communications systems. Harness and cable routing shall be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

Y✓ N__

CONSOLE CONTROLS & FUNCTIONS:

A combination switch and color visual display panel controlling electrical appliances and equipment installed on the chassis and body shall be centrally located in the cab within easy access to the driver. It shall measure not more than 10.25" wide by 7.75" high and be capable of installing in any area of the cab that is convenient to the driver and/or officer positions.

A full color display shall be visible in direct sunlight, but shall not be overpowering during night operations. Once the headlights are activated, the screen shall automatically dim to 50% of its intensity so as not to interfere with night driving operations.

Additionally, the display screen shall have, as a minimum, the following displays:

- System diagnostic controls and alpha/numeric readouts for displaying system defaults or failures
- Compartment Open warning graphics - overhead color depiction of apparatus cab and body that graphically displays which doors are not secured.
- For safety purposes, the following minimum scenario shall be provided: When the apparatus is in the neutral (or parked) mode, the overhead view graphic display of the apparatus shall depict which door(s) are open.
- Once the apparatus is placed into the drive mode a scrolling message shall appear across the top of the Vista display screen and the overhead view graphic display of the door(s) that are open shall flash.

- A beeping sound shall also be activated as a secondary warning to the driver of unsecured door(s).

The control panel shall have four switches on each side of the LCD display screen that performs the following minimum functions:

- LEFT SIDE SWITCHES & LCD DISPLAY:
- LEFT SCENE LIGHTS *(activates all left 12VDC scene lights)*
- RIGHT SCENE LIGHTS *(activates all right 12VDC scene lights)*
- REAR SCENE LIGHTS *(activates all rear 12VDC scene lights)*

- RIGHT SIDE SWITCHES & LCD DISPLAY:
- VISTA ACK (overrides Vista alarms)
- SPARE
- SPARE
- BACKUP CAMERA *(activates automatically in reverse mode or with manual override)*

- Switch functions shall be provided adjacent to each switch on the display screen. When activated, the nomenclature display button shall change colors to instantly identify that the circuit has been activated.

- Lower panel switches below the color LCD monitor display as follows:
- E-MASTER *(activates all pre-set emergency response warning lights)*
- BLOCKING OVERRIDE *(deactivates all blocking lights in Zone A or reactivates lights that have shut down in the blocking mode for emergency discretionary purposes)*
- HOME *(returns the currently displayed screen back to the "Home" screen location)*
- SYSTEM INFO *(displays system diagnostic menus)*
- SERVICE INFO (*displays chassis make, model and serial number; engine and transmission serial numbers; oil capacities; service interval recommendations; other information required for routine maintenance; body builders serial number, dealer and/or service contact info; and other pertinent information that may be deemed necessary.*
- SPARE
- HORN/SIREN *(overrides chassis horn button switch to activate designated warning device)*

Y√ N__

MINIMUM OPERATIONAL SCENARIO TO BE CONTROLLED BY THE MULTIPLEX SYSTEM:

- Warning Light Activation: When the Emergency Response switch is depressed, the system shall determine what needs to happen next by what the engine and transmission is doing. Once the transmission is engaged, the Clear-the-Right-of-Way mode is engaged and all emergency lights are activated.

- Compartment Lights Activation: The compartment lights shall be activated anytime the door is open and when the apparatus is in the neutral or parked position.
- Ground Lights Activation: Ground lights shall be activated by respective upper body scene light switches or whenever the apparatus is placed in the reverse mode of operation to further light the backup zone or when the respective left or right turn signal is activated.

Y✓ N__

ON-BOARD ELECTRICAL SYSTEM DIAGNOSTICS:

Advanced on-board diagnostic messages shall be provided to support rapid trouble shooting of the electrical power and signal system. The diagnostic messages shall be displayed on the VISTA control screen located adjacent to the driver position. The on-board message center shall include the following minimum diagnostic information:
Multiple diagnostics on display with text description. Circuit alerts shall scroll across the top of the screen in a text message.

Simplified warning indicators (from operator's perspective).
Automatic display of further information in order of problem severity.
In addition to a visual message center, the system shall activate status indicators and audible alarms designed to provide warning of problems within any circuit or signal command module. The system shall include, at a minimum, the following attributes and improvements over analog type systems:

- On-board self-diagnostic messages and status indicators.
- Visual confirmation of communication of each Vehicle Power Module and Display Module.
- Automatic self-test on startup with provision for manual diagnostic checks.
- Minimize use of control relays.
- Provide control for NFPA 1901 mandated safety interlocks and indicators.
- Utilize system integration to eliminate redundant wiring and components
- Improve control system reliability by reducing relay and connector contacts.
- Advanced electrical system load management and sequencing system.
- Imbedded service interval information
- Customized software
- Field re-programmable to accommodate changes to the vehicle operating parameters
- Fully documented hardware.

Y✓ N__

SERVICE AND MAINTENANCE DIAGNOSTICS:

- Advanced vehicle service and maintenance shall be assisted with an integral software program.
- The software shall provide troubleshooting tools to service technicians via the VISTA control screen.

- The service and maintenance program shall include the following minimum features:
- Easy to understand diagnostic procedures.
- System simulation and pinging of nodes for status verification.

Y✓ N__

BATTERY SYSTEM:

- The battery system shall be activated anytime the battery switch is in the "ON" position to alert the operator of the status of the battery switch.
- The battery enclosure and system shall be located conveniently to provide for easy service and replacement.
- The original equipment chassis manufacturer shall install a battery cutoff switch that disconnects all battery power to the apparatus, except electronic memory circuits. If the chassis manufacturer does not provide a factory installed battery cutoff switch, the apparatus body manufacturer shall install an extra-heavy-duty on/off battery solenoid switch, rated at a minimum 600 amps continuous, 900 amps momentary rating. The solenoid shall be activated by a paddle type switch installed in cab, accessible from the driver's door.
- The switch shall serve as a master disconnect for the battery system, disconnecting the batteries from the chassis and apparatus appliances. Electronic memory circuits relating to the electronically controlled engine and transmission and other memory sensitive components shall have 12VDC power supplied through a separate bypass circuit that is not disconnected by the battery switch.
- A single green LED light located in the center of the Vista LCD display shall indicate the status of the batteries.
- See Chassis specifications for battery requirements.

Y✓ N__

ENGINE AUTOMATIC HIGH IDLE DEVICE:

- The engine shall be equipped with an electronically controlled device that automatically increases the engine RPM level on demand.
- The system's primary activation shall be by the automatic mode, programmed through the multiplex electrical load management system to activate whenever the system detects voltage output of less than 12.7 volts for more than 30 seconds (or as established by the apparatus manufacturer).
- It shall be capable of manual deactivation or engagement of the transmission or by depressing the foot brake.
- The system shall not activate unless transmission is in the park position.

Y✓ N__

VISTA CONTROL PANEL MOUNTING BRACKET

The VISTA control panel shall be mounted to a Pan-O-Vise heavy duty bracket that permits the screen to be positioned at the discretion of the user.

Y✓ N__

EXTERIOR TEMPERATURE READ-OUT

The exterior ambient temperature shall be displayed on the cab LCD display screen with a continuous real-time update. The sensor shall not be placed in an area where engine or other heat producing equipment shall affect the readout.

Y✓ N__

12VDC VOLTAGE OUTPUT TESTING & DOCUMENTATION

The apparatus low voltage system shall be tested and certified by the manufacturer prior to final delivery. A copy of the testing and successful completion shall be included in the Owner's Manual.

- Reserve Capacity Test:
  The unit shall be run until all engine and engine compartment temperatures are stabilized and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be shutoff after ten (10) minutes and the battery system shall then be capable of restarting the engine.
- Alternator Performance Test At Idle:
  Minimum continuous electrical load shall be activated while the apparatus is at idle speed. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure and corrective actions shall be employed.
- Alternator Performance Test At Full Load:
  The total continuous electrical load shall be activated with the engine running up to the manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system shall be permitted during the test. If however, an alarm sounded by excessive battery discharge, as detected by the system, or a voltage of less than 11.7 volts DC for a 12 volt nominal system for more than 120 seconds, it shall be considered a test failure and corrective actions employed.
- Low Voltage Alarm Test:
  The engine shall be shut off and the total continuous electrical load shall be activated and continue to be applied until the excessive battery discharge alarm is activated. The battery voltage measured at the battery terminals with the load still applied must be above 11.7 volts or the test shall be considered a failure and corrective actions employed.

- Documentation:

At the time of final delivery, an Amp Draw Report complying with NFPA 1901, Section 13-15 shall be completed and inserted into the Owner's Manual. It shall provide the following information:

- Documentation of the electrical system performance test.
- Written load analysis with the following information:
- Nameplate rating of the alternator
- The alternator rating under the conditions specified in NFPA 1901, section 13.3.2.
- The minimum continuous load of each component that is specified per NFPA 1901, section 13.3.2.
- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load

Y ✓ N__

DO NOT MOVE TRUCK MESSAGE DISPLAY

To prevent accidents or damage caused by unsecured appendages on the cab and body, the following messages shall be displayed on the cab mounted display screen that are displayed whenever the transmission is shifted out of the neutral position and one or more of the following is detected:

- Street side cab doors are not secured
- Street side body doors are not secured
- Curb side cab doors are not secured
- Curb side body doors are not secured

The above text messages are required in addition to the minimum flashing light and audible warnings required by NFPA 1901. Due to the number of flashing warning lights and audible alarms typically supplied within the confines of the cab, the text messages are considered critical to the safe operation of the apparatus. Thus, no exceptions shall be permitted to this requirement.

Y ✓ N__

GRAPHICS DISPLAY

In addition to the text message and flashing lights to warn of non-secured or stowed equipment, an overhead graphic color display shall be visible on the Vista monitor. Whenever a compartment door is not secured, yellow flashing indicators shall depict which doors are not secured including cab, left side, right side.

Y ✓ N__

CAB CONSOLE

A Havis-Shields model #C-3010 console with model #C-AP-1395-L accessory packet with lid shall be installed between the front cab seats that shall accommodate a radio control head, siren control head, 12VDC system console panel, maps, note books and etc.

- The design shall not interfere with chassis manufacturer's dash mounted gauges, switches or other options. The console surface shall measure 9" wide x 30" long.
- A book/map storage compartment shall be provided at the back of the console with a minimum 13" long x 8" wide opening. The opening shall have a hinged lid with latch to conform to NFPA 1901, preventing stored books and objects from becoming projectiles should the vehicle become involved in an accident.
- The 12VDC system control panel shall be mounted in the forward section of the console.
- Mounted on the console shall be a flex shaft map light and two (2) recessed 12-VDC power point receptacles with rubber covers.
- Two cup holders
- Arm rest on both sides of console
- There shall be one (1) Havis-Shields siren bracket for mounting of Whelen CenCom CCSRN36 Sapphire series siren in console.

Y✓ N__

DOT CLEARANCE & LED MARKER LIGHTS

The apparatus body shall be equipped with upper side, front and rear LED marker lights. The side and rear of the body shall be provided with reflectors. All lights and reflectors shall conform to D.O.T. and FMVSS minimums for such vehicles of this type. All marker lights shall be incorporated into the headlight circuit of the cab/chassis.

Y✓ N__

LED TAIL LIGHT ASSEMBLY

Two (2) Whelen LED tail surface mounted light assemblies shall be installed on the lower left and right rear body panels. The cluster shall consist of Whelen:

1. C6BTT LED red stop/tail light left and right
2. C6CSC white LED backup light left and right
3. C6T LED amber turn signal left and right
4. All light shall have chrome bezels

Y✓ N__

UPPER SIDE BODY 12VDC SCENE LIGHTS

Two (2) each Whelen M9LZC surface mount LED Opti-Scene lights shall be installed on the roadside (left) and curbside (right) upper sides of the body, one fore and one aft (total of 4). Each light shall be equipped with a Whelen M9FC chrome flange. The scene lights shall have combination 8 to 32 degree internal optic lens. Each left and right pair shall be activated by individual respective switches on the cab control console.

Y✓N__

UPPER REAR BODY 12VDC SCENE LIGHTS

Two (2) each Whelen M9LZC surface mount LED Opti-Scene lights shall be installed on the upper rear body, one (1) roadside (left) and curbside (right) (total of 2). Each light shall be equipped with a Whelen M9FC chrome flange. The scene lights shall have combination 8 to 32 degree internal optic lens. They shall be activated by individual switch on the cab control console.

Y✓N__

REVERSE ACTIVATED REAR SCENE LIGHTS

The rear scene lights shall be automatically activated whenever the apparatus is in the reverse mode.

Y✓N__

REVERSE ACTIVATED SIDE SCENE LIGHTS

The side scene lights shall be automatically activated whenever the apparatus is in the reverse mode.

Y✓N__

TURN SIGNAL ACTIVATED SIDE SCENE LIGHTS

The side scene lights shall be automatically activated whenever the respective turn signals are activated.

Y✓N__

LED GROUND LIGHTS

Minimum 6.5" x 3.3" LED ground lights shall be installed under the body. Each light shall produce not less than 675 lumens. They shall mounted on angled stainless steel bracket with a light beam angle of approximately 120 degrees x 50 degrees for improved perimeter light projection in the following locations:

- One (1) each forward of left & right rear wheels
- One (1) each aft of left & right rear wheels
- One (1) under rear step bumper

They shall be activated by park brake activation or when cab or side door is opened.

Y✓N__

AUXILARY COMPARTMENT LIGHTS

There shall be minimum 4" LED compartment lights installed in compartments ceiling of S-1, S-2, S-3, S4, C-1, and C-3. They shall have a stainless steel trim bezel and produce not less than 300 lumens each. The mounting of the lights shall provide upwards of 77 degrees of light beam into the compartment interior.

Y✓ N__

STEPWELL LIGHTING

A linear LED surface-mount light assembly shall be installed on each step riser.

- It shall be mounted on the side wall out of the primary traffic zone.
- The light shall be mounted inside a polished stainless steel housing.
- Amperage draw shall be not more than 0.15.
- It shall be automatically activated whenever the side entrance door is opened.

Y✓ N__

COMPARTMENT OPEN WARNING & AUTOMATIC LIGHT ACTIVATION

All compartment lights shall be automatically activated when the left or right lock handle is released and any other door not associated with the side compartment locking system is opened.

- The console switch shall be capable of over-riding the automatic system.
- In the event a door is not properly closed and/or secured, a scrolling text message shall be displayed on the bottom of the VISTA display screen as follows:
- Cab Doors Ajar
- Roadside Body Door Ajar
- Curbside Body Door Ajar
- If more than one location is not secured, all doors affected in the above list shall scroll across the bottom of the screen. As each respective door is secured, the text shall disappear from the scrolling alert.

Y✓ N__

COLD CATHODE LIGHT - 12VDC UNDER CABINET

Two (2) minimum 4" round 12VDC LED combination red/white light shall be installed under the street side work station cabinets. The light shall have a 100,000 hour lamp life and draw a maximum of 0.15 amps each. The lights shall be activated by a single double-pole switch located in proximity of the lighted area.

Y✓ N__

LED DOME LIGHTS

Eight (8) Whelen 80CREHCR Super-LED dome lights shall be installed strategically in the interior ceiling.

- They shall be recessed in a chromed bezel.
- The light output shall approximate natural mid-day light providing a more true flesh tone recognition.
- The light shall feature six (6) clear diodes with high/low intensity settings and three (3) red diodes.
- The light shall have a three-way switch on the control panel that provides high and low intensity settings for the clear diodes and separate switch for activation of the red diodes.

Y✓ N__

STREAMLIGHT LED HAND LIGHTS

In accordance with minimum NFPA 1901 requirements, there shall be (4) Stream light Vulcan C4 LED rechargeable hand lights, model 44451, installed (2)in the cab on back wall and (2) in the body to be determined at the pre-construction meeting.

- Light output shall be not less than 80,000 candela peak beam intensity and 145 lumens measured system output with low producing not less than 40,000 candela peak beam intensity and 70 lumens measured system output.
- Reflector shall produce a tight beam with optimum peripheral illumination to aid in navigation.
- They shall have ultra-bright blue taillight LEDs with eight (8) programmable switch functions.
- The chargers shall be 12VDC type and be individually wired to the apparatus through the fused circuit connected directly to the batteries.
- The charger circuit shall not be disrupted when the battery switch is in the "off" position.

Y✓ N__

UPPER ZONE A WARNING LIGHTS

(7) Seven Super-LED warning light shall be install across the upper body panel evenly. (4) Whelen C9LRC red Super-LED warning lights and (3) Whelen C9CS white Super-LED with clear lens and C9FC chromed bezel shall be installed.

Y✓ N__

LOWER ZONE A FRONT CAB WARNING LIGHTS

Two (2) Whelen C7LR red Super-LED warning lights with clear lens and C7FC chromed bezel shall be installed as follows:
(1) Street side grille
(1) Curbside grille

Y✓ N__

HEADLIGHT WIG-WAG FLASHERS

The headlights shall be provided with an alternating or pulsating flash mode referenced as a wig-wag mode. It sequence shall be automatically inoperable when the headlights are in the high beam mode. Since the lights exceed the minimum NFPA 1901 requirements, the lights shall be managed by the load manager within the multiplexing system and controlled through the "Blocking Right-of-Way" circuit.

Y✓ N__

LOWER ZONE B & D INTERSECTION WARNING LIGHTS

Two (2) Whelen C7LR red Super-LED warning lights with clear lens and C7FC chromed bezel shall be installed as follows:
(1) street side fender
(1) curbside fender

Y✓ N__

LOWER ZONE C REAR BODY WARNING LIGHTS

Two (2) Whelen C6LR red Super-LED warning lights with clear lens and C6FC chromed bezel shall be installed as follows:
(1) Street side lower rear wall panel
(1) Curbside lower rear wall panel

Y✓ N__

UPPER ZONE B & D SIDE BODY WARNING LIGHTS

Four (4) Whelen C9LRC red Super-LED warning lights with clear lens and C9FC chromed bezel shall be installed as follows:
(1) Forward curbside upper body.
(1) Rearward curbside upper body.
(1) Forward street side upper body.
(1) Rearward street side upper body.

Y✓ N__

UPPER ZONE C REAR BODY WARNING LIGHTS

Two (2) Whelen C9LRC Super-LED warning lights with clear lens and C9FC chromed bezel shall be installed as follows:
(1) Street side upper rear wall panel shall be Blue
(1) Curbside upper rear wall panel shall be Red

Y✓N__

LED BEACON

A Whelen model L32L4F LED beacon shall be mounted on push up pole located on the rear body.

- The LED beacon shall have a published average amp draw of 1.5 amps at 12.8 VDC (3.8 amp peak amp draw).
- It shall allow operation without degradation of intensity or flash rate between 10-16 VDC.
- The electronics shall be completely enclosed within the base, with no parts such as screws, fasteners or wires being exposed to where moisture could cause corrosion with an electrically inert material for moisture, vibration and dust resistance.
- The domes shall feature a smooth outer surface and made of polycarbonate material.
- The domes must mount to the base of the led beacon via screws.
- Lens to be clear
- LED to be green
- Switch to be located on the curb side power distribution panel.

Y✓N__

ELECTRONIC SIREN

CenCom Sapphire

A Whelen siren and light control system model # CCSRN36 shall be provided. The CCSRN36 has the ability to control the warning lights and siren from a single keypad. The CenCom Sapphire™ module shall incorporate current siren and light control technology install on an aluminum alloy black powder coated chassis and cover for maximum protection. The CenCom solid state outputs shall consist of one 40 Amp, two 20 Amp, four 10 Amp, and four .250 Amp. The output for the Contact Relay shall be one 10 Amp. All fuses are included with the system. The CCSRN36 shall have the ability to connect and operate a WeCan lightbar. Phoenix style connector shall be used to connect the WeCan lightbar to the CCSRN36. The CCSRN36 shall have the ability for four positive or ground activated inputs including a horn ring input. The CCSRN36 shall have the ability to operate a maximum of two 100 watt siren speakers. Adjustable PA and radio repeat volume potentiometers are located on the CenCom module. The CCSRN36 shall have a LED traffic advisor indicator and LED output indicators located on the front of the CenCom module.

The CCSRN36 shall include an eight push buttons, three position slide switch, and seven position rotary knob control head. The control head shall include a manual button and Air horn button with three traffic advisor switches. The control head shall include standard function labels for the push buttons. The control head housing and cover shall be made of a black polycarbonate. The front controller overlay shall consist of a velvet Lexan with a blue matte finish. The control head shall have adjustable backlighting. The CCSRN36 shall include a CAT-5 cable to connect the control head to the amplifier control module. PA microphone with plug in connector and 20' microphone cable are included with the CCSRN36. The CCSRN36 shall meet SAE, California XIII, and NFPA requirements. The CCSRN36 has a five year factory warranty. The control head shall be able to mount has a bail strap mount or a console mount. Mounting hardware and programming software are included with the CCSRN36.

Voltage: +12v
Size : CenCom Module: H=2.37", W=6.16", D=4.88"
Control Head: H=3.66", W=6.93", D=2.15"
Amp Draw: 80 Amps Maximum

Y ✓ N__

HORN/SIREN SWITCH

A switch shall be provided on the control console that permits the driver to select activation of either the chassis OEM horn or the siren from the steering wheel horn button.

Y ✓ N__

SIREN SPEAKER

One (1) Cast Products SAD3815-17FSD-1, 100-watt speaker shall be mounted through the street side (left) front bumper contour.

Y ✓ N__

ATOMIC DIGITAL CLOCK

A minimum 11.75" x 12" atomic clock shall be installed on the conference room rear wall.

- It shall have a minimum 4" digital time display for visibility anywhere within the compartment zones.
- The clock shall be capable of automatically setting itself to the US Atomic Clock.
- It shall daily search for the Atomic Clock signal and shall not require resetting to accurate time.
- It shall display time, seconds, date, outdoor temperature and indoor temperature.
- The temperature sensor shall be wireless from the sensor probe.
- The clock shall also be capable of automatically setting itself to daylight savings time.

Y ✓ N__

SECURE IDLE OVERRIDE SYSTEM

An ignition key override system shall be installed that shall allow for the removal of the ignition key, leaving the engine running. The system shall kill the engine if the brake is pressed or if the transmission selector is moved from the park position.

Y✓N__

CAB MOUNTED 12VDC TERMINAL STRIP & FUSE BLOCK

A 6-circuit terminal strip and fuse block shall be installed in the cab.

- It shall be powered from the chassis battery system using minimum 8-gauge wiring for subsequent connection of radios and other auxiliary equipment.
- The strip shall have a total of six (6) terminal points and fuse blocks that shall accept either ATC fast acting blade type fuses or plug-in style circuit breakers.
- Each circuit shall be capable of handling up to 30-amperes.
- The outlets and fuse blocks shall be mounted behind a clear insulating cover with the fuse blocks accessible from the face of the cover.

Y✓N__

BODY MOUNTED 12VDC TERMINAL STRIP & FUSE BLOCK

A four(4)-circuit terminal strip and fuse block shall be installed in the equipment rack.

- It shall be powered from the chassis battery system using minimum 8-gauge wiring for subsequent connection of radios and other auxiliary equipment.
- The strip shall have a total of six (6) terminal points and fuse blocks that shall accept either ATC fast acting blade type fuses or plug-in style circuit breakers.
- Each circuit shall be capable of handling up to 30-amperes.
- The outlets and fuse blocks shall be mounted behind a clear insulating cover with the fuse blocks accessible from the face of the cover.

Y✓N__

BODY 12VDC POWER POINT RECEPTACLES

Located in the street side work station shall be four (4) recessed power point receptacles for powering a cell phone charger and other 12VDC equipment. The main power circuit shall be protected by a 15 amp circuit breaker. An attached cover shall protect the opening of the receptacle when not in use. Two (2) left side workstation and Two (2) right side work station.

Y✓N__

USB CHARGING PORTS

Two (2) USB charging ports shall be installed in the cab console and left and right side of street side work stations for a total of six. It shall provide a 2.1 amp and 1.0 amp DC power port for charging a smartphone and/or tablet from the chassis 12VDC power supply. A built-in LED indicator shall indicate when the device is powered. The ports shall be reverse polarity protected.

Y✓N__

BACKUP ALARM

A backup alarm rated at not less than 102 DBA shall be installed under the rear of the apparatus body that meets minimums requirements of NFPA 1901. It shall be automatically activated whenever the transmission is in the reverse mode of operation.

Y✓ N__

SAFE FLEET BACKUP SAFETY SYSTEM

An RVS-115 backup safety system shall be installed with four (4) sensors mounted in the rear tailboard of the vehicle and an LCD display with speaker mounted in the cab. The system shall be activated when driver switches the transmission into reverse. The system shall alert the driver of potential obstacles. The audio pulse intensity shall increase and the audio frequency change as the vehicle backs closer to the obstacle. Location of the LCD display shall be determined at the preconstruction meeting.

Y✓ N__

REAR VISION COLOR CAMERA SYSTEM

A color camera shall be installed on the upper rear body.

- The camera shall provide high-resolution Color and be mounted in an anti-corrosion aluminum alloy housin
- Pixel resolution of the camera shall be not less than 510(H) x 492(V). It shall be IP68 rated for water and dus protection.
- The camera shall feature a photo sensor and (16) infrared LEDs for low-light/no-light conditions and shall have a minimum 110-degree viewing angle.
- The image shall be displayed on the LCD Vista color screen in the console.
- It shall be automatically displayed whenever the vehicle is in the reverse mode of operation or manually activated by a separate activation switch location on the Vista control panel.

Y✓ N__

TELESCOPING POLE FOR WEATHER GREEN COMMAND BEACON

A five (5) foot push-up type pole shall be bolted to the rear of the apparatus body. Positioning shall permit the command beacon to be positioned, in the fully extended position, as high above the body as position. At a minimum, the pole shall be constructed of 6063 aluminum, deep etched and clear anodized to a 204-R1 specification and shall comply with Military Specification 171 (Mil-A8625c-class1). The pole shall rotate 360 degrees left and right.

Y✓ N__

CARBON MONOXIDE MONITOR

A wall mounted carbon monoxide (CO) monitor shall be installed in the personnel compartment next to the entrance door to monitor and alert of accidental build-up of this deadly gas within the confines of the compartment without detection. The monitor shall be placed near the entrance door of the specified compartment.

Y✓ N__

CAT6/RJ45 DATA JACK

Two (2) CAT6/RJ45 phone jack shall be installed above the work surface at each workstation.

Y✓ N__

LCD MONITOR - 20"

Two (2) minimum 20" HD monitors shall be installed on the street side workstations. They shall feature not less than a 1600 x 900 resolution and 1000:1 contrast ratio.

Y✓ N__

INSTALL CUSTOMER SUPPLIED RADIO

The purchaser shall supply the final stage manufacturer with a customer supplied radio for subsequent installation in the completed apparatus. Brand and Model shall be determined at the pre-construction meeting.

- The radios shall be shipped to the manufacturer upon notification of start of production.
- The radios shall be shipped complete with radio manufacturers supplied mounting brackets and all wiring harnesses.
- The manufacturer shall connect the radio power interface to an isolated circuit direct from the chassis battery.
- Measures shall be taken to insure minimal RFI.
- Apparatus manufacturer shall not be responsible for tuning of the antenna or frequencies.

Y✓ N__

ANTENNA COAXIAL PRE-WIRING

Two (2) two-way radio coaxial cable shall be routed from cab chassis roof to the center cab console on the floor. The termination point at the radio site shall have a PL259 connector soldered to the coaxial. The termination point at the antenna site shall be supplied with 1-1/8" brass base for a Motorola antenna.

Twenty (20) two-way radio coaxial cables shall be routed from modular roof to the computer cabinet located interior street side wall. The termination point at the radio site shall have a PL259 connector soldered to the coaxial. The termination point at the antenna site shall be supplied with 1-1/8" brass base for a Motorola antenna.

Y✓ N__

VOICE INTERCOM

A Fire Research model ICA400 voice intercom shall be provided that permits two-way voice communication between the master and remote monitoring stations.

- The two-way intercom system shall include a master station with volume and Push-To-Talk (PTT) controls and a remote station that provides hands-free operation.
- The remote station shall always be in the transmit mode unless interrupted by a transmission from the master station.
- The master intercom station shall be installed on the center cab console. The remote station shall be installed on the street side workstation.

Y✓ N__

120/240VAC ELECTRICAL SYSTEM REQUIREMENTS

General Requirements: The complete wiring and electrical installation shall conform to the current National Electrical Code (NEMA) applicable to mobile applications, except where superseded by NFPA. #1901 Chapter 19 standards. All electrical equipment installed shall be suitable for intended use and type locations (wet, dry, or underbody and chassis).

The system shall be installed or supervised by a licensed electrical technician(s) to assure the required level of safety and protection to the fire apparatus operators.

The wiring, electrical fixtures and components shall be to the highest industry quality standards available on the open market. The equipment shall be the type as designed for mobile type installations subject to vibration, moisture, and severe continuous usage. For this reason, use of any solid conductor (non-stranded) wiring, such as Romex, shall not be accepted.

The following electrical components and wire shall be the minimum acceptable standard for this type of apparatus:

- Wiring: All AC electrical primary wiring rated at 20 amps and higher shall be fine stranded copper type THNN. THNN cable is much more flexible for mobile routing applications and is required in lieu of industry standard THHN, which is not as flexible. The wire shall be sized to load and circuit breaker rating.

  Electrical cables or conduit shall not be attached to chassis suspension components, water, fuel or brake lines, 12VDC wiring or harnesses and not be within 12 inches of any exhaust system component or 6 inches of fuel lines.

- Circuit Breaker Box: The circuit breaker box shall be equal in quality to Square D with a hinged cover or door. All circuit breakers shall be switch rated and sized to load demand.

- Receptacle and Inlet Devices: Any exterior outlets specified herein shall be mounted in cast aluminum or zinc die cast boxes with weather resistant snap open covers. An isolation gasket shall be used whenever any portion of the outlet or covers comes into contact with a body panel.

  Where subjected to wet locations, the receptacle outlet and inlet devices, including those on hardwired remote power distribution boxes, shall be of grounding type provided with a

wet location cover and installed in accordance with Section 210-7 Receptacles and Cord Connections of the NEC.

All receptacles located in wet locations shall be installed in a plane from vertical not less than 24 inches from the ground.

All receptacles located in a dry location shall be of the grounding type.

All receptacles shall be marked with the type of line voltage (120 volts or 240 volts) and the current rating in amps. If the receptacles are direct current, or other than single phase, they shall be so marked.

- Labeling: All circuit breakers, outlets, fixtures, or appliances shall be properly labeled identifying voltage and amperage rating. The labels shall display a minimum 14 pt. letters or numerals and be of a contrasting color to the apparatus background surface to which they are affixed. If imprinted labels are utilized, they shall have a clear Mylar type surface coating that prevents smearing or damage by weather or petro-chemicals.

- Load Balance: To provide proper loading and efficient generator operation, the 120 volt wiring shall be split to permit a balanced load condition.

- Grounding: Grounding shall be in accordance with Section 250-6 "Portable and Vehicle Mounted Generators" of the NEC. Ungrounded system shall not be used. Only stranded or braided conductors shall be used for grounding and bonding.

  An equipment grounding means shall be provided in accordance with Section 250-91 (Grounding Conductor Material) of the NEC.

  The grounded current carrying conductor (neutral) shall be insulated from the equipment grounding conductors and from the equipment enclosures and other grounded parts. The neutral conductor shall be colored white or gray in accordance with Section 200-6 (Means of Identifying Grounding Conductors) of NEC.

  In addition to the bonding required for the low voltage return current, each body and driving or crew compartment enclosure shall be bonded to the vehicle frame by a copper conductor. This conductor shall have a minimum amperage rating of 115 percent of the nameplate current rating of the power source specification label as defined in Section 31015 (amp capacities) of the NEC. A single conductor, properly sized to meet the low voltage and line voltage requirements shall be permitted to be used.

  All power source system mechanical and electrical components shall be sized to support the continuous duty nameplate rating of the power source.

  - Over-current Protection: The conductors used in the power supply assembly between the output terminals of the power source and the main over current protection device shall not exceed 144 inches in length, unless used on trailer applications.

For fixed power supplies, all conductors in the power supply assembly shall be type THNN, THW, or use stranded conductors enclosed in nonmetallic X-Flex, Liquid Tite or equal flexible conduit rated for a minimum of 194 degrees F.

For portable power supplies, conductors located between the power source and the line side of the main, over-current protection shall be Type SOW or Type SEO with suffix WA flexible cord rated for 600-volts at 194 degrees F.

- Wiring Methods: Fixed wiring system shall be limited to the following:
- Metallic or nonmetallic X-flex, Liquid Tite or equal flexible conduit rated at not less than 194 degrees F.
- Type SOW or Type SEO cord with a WA suffix, rated at 600-volts at not less than 194 degrees F.
- Electrical cord or conduit shall not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump plumbing, hydraulic lines, exhaust system components, or low voltage wiring. In addition, the wiring shall be run as follows:
- Separated by a minimum of twelve (12) inches, or properly shielded from exhaust piping.
- Separated from fuel lines by a minimum of six (6) inches.
- Electrical cord or conduit shall be supported within six (6) inches of any junction box and at a minimum of every 24-inches of continuous run. Supports shall be made of nonmetallic materials or corrosion protected metal. All supports shall be of a design that does not cut or abrade the conduit or cable and shall be mechanically fastened to the vehicle.

- Wet Locations: All wet location receptacle outlets and inlet devices, including those on hardwired remote power distribution boxes, shall be of the grounding type provided with a wet location cover and installed in accordance with Section 210-7 "Receptacles and Cord Connections" of the NEC.

All receptacles located in a wet location shall be not less than 24 inches from the ground. Receptacles on off-road vehicles shall be a minimum of 30 inches from the ground.

The face of any wet location receptacle shall be installed in a plane from vertical to not more than 45 degrees off vertical. No receptacle shall be installed in a face up position.

- Dry Locations: All receptacles located in a dry location shall be of the grounding type. Receptacles shall be not less than 12 inches above the interior floor height.

All receptacles shall be marked with the type of line voltage (120-volts or 240-volts) and the current rating in amps. If the receptacles are direct current, or other than single-phase, they shall be so marked.

- Listing: All receptacles and electrical inlet devices shall be listed to UL 498, Standard for Safety Attachment Plugs and Receptacles, or other appropriate performance standards. Receptacles used for direct current voltages shall be rated for the appropriate service. □

Operational Test to NFPA 1901, section 23.16: The following test shall be performed by the apparatus manufacturer prior to final delivery to test and certify that the power source and any devices that are attached to the line voltage electrical system are properly connected and in working order.

- The prime mover shall be started from a cold start operation and the line voltage electrical system loaded to 100 percent of apparatus load or nameplate rating of power source whichever being the lesser. The following information shall be recorded:

  The cranking time until the prime mover starts and runs, if applicable.
- The voltage, frequency, and amperes at continuous full rated load.
- The prime mover oil pressure, water temperature, transmission temperature, hydraulic temperature, and the battery charge rate, as applicable.
- The ambient temperature and altitude.

- The power source shall be operated at 100 percent of apparatus load or of its nameplate voltage rating (whichever is the lesser) for a minimum of two (2) hours in accordance with NFPA 1901 and U.L. (See U.L. testing requirements).

- When the line voltage power is derived from the vehicles low voltage system, the minimum continuous electrical load as defined in Chapter 9 shall be applied to the low voltage electrical system during the operational test. Any termination of line voltage power by the low voltage load management system shall be noted and the duration of the periods of line voltage power source shutdown shall be recorded.

- The results of the U.L. test listed in this section shall be supplied to the purchaser at the time of delivery *(portable generators are excluded)*.

- Wiring Schematics: An electrical wiring schematic diagram generated by a CAD program shall be provided with the completed apparatus. It shall be an as built schematic listing the agency name and the serial number of the body. An indicative schematic shall be enclosed with the bid response.

Y√ N__

DIESEL GENERATOR - 8.0KW

Manufacturer:	Power Tech
Model:	PT-8000
Voltage:	120/240
Amperage:	66/33
Alternator:	brushless with automatic voltage regulator
Engine:	Diesel, water-cooled Kubota
Engine type:	4-cycle, indirect-injection

Cylinder arrangement:	3 inline
Rated RPM	1800
Maximum horsepower, continuous	13.6
Governor:	Mechanical
Air Cleaner Type:	Dry
Filters:	spin-on oil and fuel
Exhaust:	stainless steel flex with exhaust silencer
Engine and alternator cooling:	fan guards with suction fan
Engine Shut-down modes:	Automatic low oil pressure, high water temperature
Battery charging alternator:	12-volt, 30 amp
Fuel prime pump:	Electric fuel lift
Recommended fuel:	#2 diesel, low sulfur
Mounting:	4-point with vibration isolators
Serviceability:	one-sided (air filter, fuel filter, lube oil filter, oil drain, oil check, and water drain)
Remote control panel:	One-touch remote start trigger; DC power supply voltage measurement; AC output voltage and current measurements; AC outlet frequency measurement; blink code fault reporting; oil pressure display; coolant temperature display; event recording; load profiling
Fuel consumption:	0.72 gal/hr. 0.60 gal/hr. 0.38 gal/hr. 0.25 gal/hr.
Weight:	420 lbs.
Dimensions:	Length: 36.4" Width: 24.9" Height: 19"

The exhaust shall terminate and exit on the street side of the vehicle. Y✓ N__

A remote panel shall be installed cab console. It shall feature a hour meter and start/stop switch. Y✓ N__

A remote panel shall be installed on the interior power distribution panel. It shall feature an hour meter, start/stop switch, analog coolant temperature and oil pressure gauge. Y✓ N____

Four (4) air bag type vibration isolators shall be installed between the generator assembly and the floor.

Y✓ N__

A heated fuel water separator shall be integrated between the fuel tank and the engine.

Y✓ N__

The muffler and any exposed exhaust piping that is exposed in front of the generator installation shall be provided with a thermal blanket.

Y✓ N__

UL CERTIFIED DIELECTRIC VOLTAGE WITHSTAND TEST

The generator and all related electrical systems shall be independently tested and certified in writing by Underwriters Laboratories (UL). The testing shall conform to NFPA 1901, Chapter 23.16.2 requirements.

The wiring and permanently connected devices and equipment shall be subjected to a dielectric voltage withstand test of 900 volts for 1 minute.

The dielectric tester shall have a 500 volt-amperes (VA) or larger transformer, with a sinusoidal output voltage that can be verified.

The testing shall be performed by the apparatus manufacturer during final quality control assurance test prior to final delivery.

The test shall be conducted as follows:

- Isolate the power source from the panel board and disconnect any solid state low voltage components.
- Connect one lead of the dielectric tester to all the hot and neutral busses tied together.
- Connect the other lead to the fire apparatus frame or body.
- Close any switches and circuit breakers in the circuits.
- Apply the dielectric voltage for 1 minute in accordance with the testing equipment manufacturer's instructions.

The electrical polarity of all permanently wired equipment, cord reels, and receptacles (as applicable) shall be tested to verify that wiring connections have been properly made.

Electrical light towers, floodlights, motors, fixed appliances, and portable generators (as applicable) shall be operated at their full rating or capacity for 30 minutes to ensure proper operation.

Testing procedures shall be conducted as outlined in NFPA 1901, Chapter 23.16.5.3. ***The results of each test shall be recorded, with the name of the end user on the certification certificate and provided with the delivery documentation.***

Y✓ N__

120/240VAC POWER DISTRIBUTION CENTER

The line voltage electrical system shall comply with applicable NFPA 1901 standards and with applicable sections of the National Electrical Code #70 standards. Line voltage carrying equipment downstream of the power source shall be "listed" (where applicable) in accordance with manufacturer's instructions.

A 120/240VAC power distribution center shall be installed on the power distribution cabinet. The power enclosure shall accommodate the following:

- Power Distribution Panel shall be mounted on swing out service access door
- 120VAC breaker switches with legends in three rows (24-total)
- 240VAC breaker switches with legends (2, plus Main)
- 100-amp transfer switch with legends from generator to shore power
- Digital ammeter/voltmeter with low and high voltage alarm
- Line voltage test selector switch
- Reverse polarity warning indicator light

A 100-amp main over current protection device shall be provided that is either incorporated in the power source or is connected to the power source by a power supply assembly.

☐ The size of the main over current protection device shall not exceed 125 percent of the nameplate amperage rating on the power source specification label or the rating of the next larger available size over current protection device where so recommended by the power source manufacturer.

Y✓ N__

GROUND CABLE AND CLAMP 15FT

(1) Spring rewind reel with 15 feet of 300 amp ground cable and a clamp shall be furnished along with a 24" grounding rod.

Y✓ N__

50-AMP SHORE-POWER INLET

A 50 amp, 240VAC inlet equal to Bryant 6374CR and connector equal to Bryant 6364CR shall be installed on the street side exterior body. It shall be connected directly into the main circuit breaker panel. The shore-power connection shall power all 240/120VAC circuits on the apparatus. A metallic tag reading SHOREPOWER shall be installed above the inlet.

Y✓ N__

DROP CORD TO SHOREPOWER

A minimum 50-ft long power cord rated at minimum 50-amps shall be supplied with the completed apparatus. It shall be a male twist-lock outlet on one end and a female receptacle on the opposite end.

Y✓ N__

AUTOMATIC POWER TRANSFER RELAY

There shall be an automatic power transfer relay incorporated in the 120/240VAC electrical system that automatically transfers power from the shore-power input to the power distribution panel that prevents back feed into the generator whenever the shore-power is plugged into an outside power source. The circuit shall be rated at 50 amps and power the circuits for the battery charger.

Y✓ N__

ISOLATED BODY BATTERY SYSTEM

A separate battery system shall be installed within the body that permits totally separate operations of all 12vdc system (except emergency and ICC lights) on the body.

The system shall include two (2) Optima brand Yellow-Top series batteries rated at 950 CCA each

- ☐ Installed in an exterior body within a noncorrosive battery box.
- ☐ The batteries shall be wired using 1/0 cable with heat shrink on all terminal points.
- ☐ A 80-amp battery charger/conditioner with a micro-processor-controlled system that constantly monitors the battery voltage and use to ensure a rapid, yet safe re-charge shall be connected to the generator and shore-power connections and shall provide power to all body mounted 12vdc components, except emergency and DOT lights.
- ☐ The batteries shall be provided an interconnect controller that is used to charge two batteries from a single or multiple power sources.
- ☐ The separator logic disconnects the two circuits when the voltage falls below battery resting voltage.
- ☐ The bi-stable solenoid remains open or closed without parasitic coil loss.
- ☐ The solenoid is rated for 300 Amps continuous and 2400 Amps momentary overload with 500 VAC minimum electrical isolation.
- ☐ The solenoid contact voltage drop is 0.15 Volts at 300 Amps resistive load with a rated life of 50,000 cycles at full load.

Y✓ N__

EXTERIOR DUPLEX OUTLET

Two (2) 20 amp (5-20), 120VAC duplex outlet mounted in a weatherproof exterior housing with spring-loaded covers and wired with 12/3 THNN wire shall be installed on the rear body.

- They hall be protected with a GFI circuit breaker.
- A sub-surface screen printed polycarbonate label with chrome bezel reading "120VAC-20A" shall be installed above each outlet.

Y✓ N__

INTERIOR DUPLEX OUTLET

Ten (10) 20 amp, 120VAC house type duplex outlet wired with 12/3 THNN wire shall be installed in the body determined by the interior layout.

- They shall be protected with a GFI circuit breaker.
- Cover plate shall be stainless steel.
- A sub-surface screen printed polycarbonate label with chrome bezel reading "120VAC-20A" shall be installed above each outlet.

Y ✓ N__

OUTLETS, 120VAC PLUG MOULDING STRIP

One (1) 120VAC, 15 amp, GFCI protected plug molding strip outlets with plugs spaced approximately 6" apart shall be installed as follows: Equipment Rack

- The plug molding strip shall have an anodized aluminum exterior finish.
- A sub-surface screen printed polycarbonate label reading "120VAC-15A" shall be installed on the outlet strip.

Y ✓ N__

POP-UP POWER & COMMUNICATIONS PORT

Located on rear conference room table shall be a power and communications port with the following functions:

- (2) 110V, 15-amp power ports
- (1) CAT 6 data port - routed to front communications console
- (1) VGA 15-pin connector routed to monitors
- It shall feature a one-touch pop-up reveal panel and flush mount in the tabletop surface.
- (1) dual port USB power port

Y ✓ N__

120VAC ROOF MOUNTED AIR CONDITIONER

One (1) Coleman Polar Mach model 9204 roof-mounted 120VAC RV type air conditioners rated at a minimum of 15,000 BTU each shall be provided for cooling/heating of the interior workspace.

a. The system shall be provided with a circuit that permits use from either the on-board generator or the shore-power outlet.
b. The unit shall be controlled by a wall mounted thermostat. The unit shall be equipped with a 100% condensate water removal system.

Y ✓ N__

120V WALL MOUNT HEATER

There shall be a 1500 watt, 120 volt heater flush mounted into the wall of the personnel compartment. It shall be thermostatically controlled.

Y ✓ N__

REFRIGERATOR/FREEZER

A Norcold model DE-0751BB combination 12VDC and 120VAC refrigerator/freezer shall be installed. It shall feature an easy access door on the front with an interior volume of 2.7 cu. ft. The unit shall act as refrigerator or freezer, based on the thermostatic setting. The compressor shall be hermetically sealed and self-lubricating. The system refrigerate shall be ozone safe. The unit shall automatically switch from DC to AC power, when AC power is available.

Y ✓ N__

MISCELLANEOUS EQUIPMENT & SERVICES REQUIREMENTS

ABC FIRE EXTINGUISHER

A Badger or equal 5 lb. ABC rated dry chemical fire extinguisher shall be provided complete with wall mounting bracket.

Y ✓ N__

DOT SAFETY KIT

Prior to departure from the manufacturing site, the completed apparatus shall have a DOT compliant safety kit placed in the cab within reach of driver containing the following equipment: one set of triangle markers; one (1) 12v flashlight; one (1) 2-1/2# BC fire extinguisher; and plastic carrying case.

Y ✓ N__

OWNER'S MANUAL

An Owner's Manual shall be provided in two formats: (1) a hardcopy inside a 3-ring binder and digital version on a CD ROM. They shall, at a minimum, contain the following data:

- Customer name, address and contact information
- Customer Service contact information
- All "as wired" schematics for both 12VDC and 120/240VAC systems.
- Alternator SAE Rating
- Electrical system amperage draw report
- CD-ROM of electrical system programming and schematics stored in a plastic sleeve.
- Battery quantity, size and cranking amp rating
- Apparatus manufacturer's name, model and production identification number
- Chassis manufacturer's name, model and serial number
- Engine make, model, horsepower rating
- Engine oil type and capacity
- Transmission make, model, fluid capacity
- GAWR of front and rear axles
- Front and rear tire size and total rated capacity in pounds
- Completed apparatus weight certificates (front axle, rear axle, total)

- Completed apparatus weight distribution (at time of delivery)
- Fuel type and tank capacity
- Urea tank capacity (if applicable)
- U.L. certification documents (as applicable)
- Operational and troubleshooting procedures.
- Paint brand and code(s)
- Key codes (cab, body, ancillary compartments)
- All data, operations manuals, warranty information and schematics, as supplied by installed component manufacturers.
- Body, frame and paint warranty documents.

The manufacturer's and applicable dealer's telephone numbers and contact person(s) names shall be supplied within the binder.

Y✓ N__

FUEL TANK FILLED AT DELIVERY

The fuel tank shall be filled upon final delivery to the Nassau County DPW.

Y✓ N__

FINAL DELIVERY

The completed apparatus shall be delivered, under its own power, to the location specified at the pre-construction conference.

Y✓ N__

PRE-CONSTRUCTION CONFERENCE

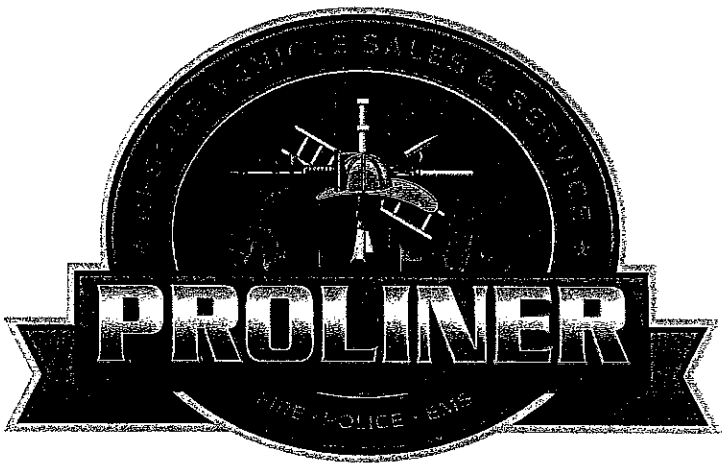
Immediately after notification of contract award, the successful bidder shall schedule a preconstruction conference between the appointed representatives of the purchaser and the contractor. The conference shall be held not later than 30 days after notification at the Nassau County Fire Communications Office. The contractor shall present a set of final engineering construction drawings and line item production shop order complying with the specifications outlined herein. Should the purchaser deem that the contractor has not properly interpreted the specifications or does not intend to manufacture the emergency vehicle as specified, appropriate corrective actions shall be agreed upon and the conference shall be rescheduled. Should the purchaser determine, at the second conference, that the contractor remains unable to meet the intent of the specification; the contract may be deemed null and void.

Y ✓ N_

FACTORY FINAL INSPECTION

A factory final inspection shall be conducted prior to release of the completed apparatus for delivery. The inspection shall verify compliance to the specifications and fit and finish. Expenses for travel for (3) persons shall be included in the contract price and include airfare; hotel accommodations; rental car (as applicable); and meals while at the factory. Upon correction of any discovered discrepancies, the vehicle shall be released for delivery under its own power to the appointed destination. A final acceptance inspection shall be conducted upon arrival to ensure all discovered discrepancies have been properly corrected.

Y ✓ N_



Mobile Command Unit

for the

Nassau County Fire Marshal

Communications Division

8/8/18
Bid Opening 11:00 AM

MINIMUM CAB AND CHASSIS REQUIREMENTS

2018 or newer Ford F550

2018 Ford F-550 4 X 4 Super Duty Two Door Chassis

F5H	F-550 REGULAR CAB DRW 4 X 4
	193" WB 108" CA
660A	XL Trim Package Includes:
	HD Vinyl 40/20/40 Bucket Seats
	40 gallon fuel tank aft of rear axle
	Grille Black Painted
	Solar Tinted Windows
	Air Conditioning Manual, Single Zone
	Tow Hooks Front (2)
525	Cruise Control (Steering Wheel Mounted)
90L	Power Equipment Group windows and door locks
99T	Engine: 6.7L 4V OHV Power Stroke, V8 Turbo Diesel B20
44W	Transmission: TorqShift 6-Speed, Automatic, Includes SelectShift.
X8L	Limited Slip w/4.88 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus, Upgrade Package
	Includes upgraded frame, rear-axle and springs and low deflection/high capacity. Increases max RGAWR to 14, 706.
THB	Tires: 225/70Rx19.5G BSW Traction **(Select when using 4x4)**
	Includes 4 traction tires on the rear and 2 all-season tires on the front.
64Z	19.5 Argent Painted Steel Wheels
512	Spare Tire, Wheel
945	Stainless Steel Wheel Covers Front and Rear
63B	Clean Idle Decal
213	Add when a (4x4) Electronic-Shift-On-The-Fly, (ESOF) Includes manual-locking hubs and auto rotary control on instrument panel.
41H	Engine Block Heater
62R	Transmission Power Take-Off Provision (Includes transmission mounted live drive and stationary mode PTO)
98R	Operator Commanded Regeneration (OCR)
67B	Dual Extra Heavy Duty Alternators (Total 377-Amps)
585	Radio: AM/FM Stereo/Single CD/MP3 Player
	Includes (4) speakers regular Cab
39S	Satellite Radio w-6-months service Requires (91M)
54K	Manual Telescopic Trailer Tow Mirrors
91M	SYNC System Voice Activated Communications and Entertainment 911 assist (1) USB Port requires
86S	Low Deflection Spacer Package
425	50 States Emission
942	Day Time Running Lights
17F	Chrome front bumper
47A	Ambulance Prep Package

166	Carpet Delete (LPO) Replaced with black floor mat. (REQUIRES valid FIN code.)
S	Medium Earth Gray
Z1	Oxford White
	(4) Spare key FOBS and (4) Spare keys
	Chassis Batteries (2)
	Super duty radiator
	OEM transmission cooler

ELECTRONIC FLUID LEVEL DATA DISPLAY

As required by NFPA 1901, section 12-2.3.3, chassis component fluid level data shall be displayed on the dash mounted LCD display screen in the cab. There shall be a separate screen with the appropriate information displayed. Information shall include, at a minimum:

- Engine: make, model, serial number, recommended grade of oil, recommended filters with part numbers, recommended maintenance schedule.
- Transmission: make, model, serial number, vocation codes, recommended grade of oil, recommended filters with part numbers, recommended maintenance schedule.
- Rear Axle: make, model, serial number, recommended weight and type of oil, recommended maintenance schedule.

"OCCUPANT MUST BE SEATED & BELTED" WARNING PLATE

A safety warning label shall be installed in a conspicuous location on the cab dash visible to driver and all passengers that conforms to NFPA 1901, section 14-1.3.5. It shall have a universal pictorial warning and verbal warning as follows: "WARNING - Occupants must be seated and belted when apparatus is in motion". It shall be a sub-surface screen printed polycarbonate label with chrome bezel.

WARNING PLATE - "SEATING OCCUPANCY"

A safety warning label shall be installed in the cab dash visible to driver and all passengers that conforms to NFPA 1901, section 14.1.2. It shall be a seating occupancy label installed visible to the driver, indicating number of personnel the vehicle is designed to carry.

CAB LED GROUND LIGHTS

Minimum 6.5" x 3.3" LED ground lights shall be installed under each of the cab doors. Each light shall produce not less than 675 lumens. They shall mounted on angled stainless steel bracket with a light beam angle of approximately 120 degrees x 50 degrees for improved cab perimeter light projection beneath each cab door.

They shall be activated by park brake activation.

CAB RUNNING BOARDS

A pair of bright aluminum tread plate running boards shall be bolted under the left and right cab doors. The front of the running boards shall be flared to provide an integral mud flap or deflector. The leading edge shall be machine formed or rolled to eliminate any sharp edges. All welds shall be continuous TIG type.

RECESSED TOW EYES

A pair of heavy duty black tow eyes shall be recessed into the rear body panel. The tow eyes shall have a minimum 7/8" shank that attaches directly into the end of the frame extension. The frame extension shall have a minimum 1/4" steel plate with reinforcement gussets welded on the end that permits the pulling force applied to the tow eyes to be applied directly to the frame, not the body.

BODY & FRAME REQUIREMENTS

BODY MOUNTING TO CHASSIS

The body shall be mounted to the chassis utilizing Grade-8 U-bolts. The body shall be isolated from the chassis frame rails using not less than 1/2" thick x 3" wide high density neoprene rubber the full length of the body sub-frame I-beam.

BODY CONSTRUCTION

The following specifications are meant to be minimum requirements established for the manufacture and delivery of a vehicle supporting emergency incidents, as outlined herein. Exceptions to these minimum standards shall be permitted, but shall be evaluated based on the bidders understanding and interpretation of the mission and compliance with maximum height and length requirements. The body shall be especially fabricated for emergency service usage.

To facilitate an accurate inspection environment after completion of the vehicle, the manufacturer shall, upon the request of the purchaser, schedule specified inspections during regular working hours Monday through Friday. Said inspections shall be at the discretion of the purchaser. The manufacturer shall make the following factory personnel available during the inspection process: sales administrator responsible for the contract; engineering representative familiar with the contract; production foreman or equivalent assignment responsible for the manufacturing process of the contracted apparatus and a representative of the upper management team authorized to make decisions for the contractor. To further facilitate an accurate inspection process, the manufacturer shall provide, prior to authorization to begin construction, an itemized and detailed work order for manufacturing of the specified apparatus. The work order shall become a part of the final contract between the purchaser and the manufacturer or manufacturer's representative and shall be used for any interim and final inspections. All agreed upon and authorized changes to the apparatus prior to or during the manufacturing process shall be represented by an immediate release of a revised work order that shall be forwarded to the purchaser.

WARRANTY

The body construction shall be warranted, in writing from the manufacturer, for a period of not less than ten (10) years against structural failure. A copy of the manufacturer standard warranty shall be included with the bid proposal outlining specifics of warranty and shall take precedent over any and all other warranties, implied or otherwise.

MINIMUM CONSTRUCTION REQUIREMENTS

The apparatus body shall be modular in design and constructed completely of aluminum. It shall be of a welded, all interlocking extrusion structural design engineered specifically for use as an emergency vehicle operating under all types of environmental extremes.

All frame and structural members shall be MIG (metal arc inert gas shielded) welded together to form a "roll cage". No rivets, screws, adhesive or other mechanical fasteners shall be used for the attachment of any structural or frame member used to form this structural "roll cage".

MINIMUM BODY SIDEWALL CONSTRUCTION

Body Corner Post:

The corners of the body shall be constructed of hollow extruded 6063-T6 aluminum shape. The cavity of the extrusion shall be no larger than necessary to provide a solid connecting point for the vertical structural wall members. The design must allow for a minimum of six (6) inches of continuous weld where each vertical structural member abuts the corner extrusion. This extrusion shall have a minimum wall thickness of .125" (1/8)". The corner extrusion shall have at least one (1) internal wall gusset of at least .188" high and 6" X 6" used to adjoin the front and rear walls to each sidewall structure. This critical structural requirement is to reduce the possibility of the extrusion bending, twisting or suffering other deformation when impacted or otherwise stressed.

To ensure full weld penetration the interior vertical corner extrusions shall have a 45 degree "weld bevel" This "welded bevel" can be part of the extrusion design or manually ground off the extrusion prior to assembly. In either case, the extrusion's wall thickness shall be a minimum of .125" at the corner's bevel point.

Sidewall Structural Requirements:

The sidewall assembly shall be reinforced with square extruded 6063-T6 aluminum structural tubes on approximately twelve (12) inch centers. These structural members shall be 2" x 2" extruded box tubing with a wall thickness of not less than .125". To minimize the possibility of the extrusion bending, twisting or suffering other deformation when stressed the extrusion shall be designed so that the floor and wall shall incorporate a thickness of .125" high 6" x 6" gusset at a minimum of four locations curbside and roadside. These structurals shall be MIG welded together to form the body's "roll cage".

Sidewall Outer Panels:

The front, sides and rear external walls shall consist of 5052-H32 aluminum panel not less than .188" (3/16") thick for enhanced corrosion resistance. Where the panels connect with the corner extrusions or the roof rail extrusion they shall be interlocked by a minimum of ½" overlap incorporated into the extrusion design. The panel shall be attached to the vertical and horizontal wall structural's with VHB (Very High Bond) adhesive along with a series of engineered stitch welds to provide rigidity in the wall assembly. All seams shall be continuously welded and or interlocked utilizing a mid-body rub rail with a minimum of ½" overlap on the upper and lower body panel. In no case shall screws, rivets or other mechanical fasteners be used to attach the plate to these structural members.

ROOF CONSTRUCTION REQUIREMENTS

Roof Perimeter:

The perimeter of the roof shall be fabricated of 6063-T6 extruded aluminum tubing. The cavity of this hollow extrusion shall be no larger than necessary to provide a solid connecting point for the horizontal structural members. Its design must allow for continuous weld on each side of the horizontal structural member where it abuts the extrusion. The extrusion shall have a wall thickness of not less than .125". A drip rail shall be included as an integral feature of this extrusion design. A drip rail that is screwed, taped, riveted or otherwise mechanically fastened to the roof extrusion is not acceptable.

Roof Lateral Bow (Cross members):

The lateral roof bows shall be 2" x 3" square aluminum extruded tubing with a minimum wall thickness of .125". To minimize the possibility of the extrusion bending, twisting or suffering other deformation when stressed, the extrusion shall be designed so that each of its four (4) walls incorporates an integral wall gusset of not less than .125" high and .125" wide running the entire length of the extrusion. The gusset is to provide additional strength as well as to serve as a mounting point for internal equipment or structures. These structurals shall be MIG welded together to form the body's "roll cage".

The structural members shall be located so that the roof panel is supported on an average of not less than 16" centers. The roof bows shall interconnect with the roof rails and be continuously welded on each side of all contact points.

Roof Exterior Surface:

The roof shall be not less than .125" bright aluminum diamond plate panels. The roof panels shall be fully seam welded where they contact the roof rail perimeter extrusions. The panels shall be attached to the lateral roof bows with VHB (Very High Bond) adhesive to allow flexibility in the roof assembly. In no case shall screws, rivets or other mechanical fasteners be used to attach the skin to the lateral roof bows.

Roof Corner Caps:

The corner caps shall be designed to interlock with the roof perimeter and vertical corner extrusions and roof panel. The corner caps shall be aluminum. The final finish shall be smooth and without deformation or

roughness. To further enhance the structural integrity of the modular body all contact points between the corner assembly and the roof perimeter shall be fully welded.

The corner caps shall further feature a recess for integral installation of the LED corner clearance lights in a manner where they do not protrude outside the surface area.

FLOOR CONSTRUCTION

The floor shall be at the lowest level permitted by clearances. The floor structure shall consist primarily of 2" x 3" x .25" thick 6063-T6 extruded aluminum structural box tubing. The finished assembly shall be securely welded to the wall structures and exterior compartments. All critical points shall be reinforced a minimum of four locations on each side with .125" x 6" x 6" gussets. The floor structural members shall be placed on centers not to exceed 16".

The lateral and longitudinal floor structural members shall be 4" high x 2.75 wide 6063-T6 extruded aluminum structural I-beam. These structurals shall be MIG welded together to form the body's "roll cage" and provide maximum support to the chassis frame rails.

BODY MOUNTING TO CHASSIS

The body shall be mounted to the chassis utilizing Grade-8 U-bolts. The body shall be isolated from the chassis frame rails using not less than 1/2" thick x 3" wide high density neoprene rubber the full length of the body sub-frame I-beam.

BODY DIMENSIONS

The body shall meet the following minimum dimensional requirements:

1. Overall length:	180"
2. Overall width:	98"
3. Overall height *(measured from ground to top of AC)*: suspension deviations.	131" + or - 2" for chassis
4. Interior headroom *(measured from floor to ceiling)*:	76"
5. Interior length *(measured from wall-to-wall)*:	173"
6. Interior width *(measured from wall-to-wall)*:	92"

EXTERIOR BODY COMPARTMENTS

All listed dimensions are interior
Left (Street) Side:

a. S-1 - Forward of rear wheels: 31"wide x 14" high x 20"deep with single drop-down hinged door
b. S-2 - Forward of rear wheels: 31"wide x 14" high x 20"deep with single drop-down hinged door
c. S-3 - Over the rear wheels: exterior rack equipment access 60"h x 21"w
d. S-4 - Aft of rear wheels: 38"wide x 14" high x 20"deep with single drop-down hinged door

Right (Curb) Side:

a. C-1 - Forward of rear wheels: Generator compartment minimum 38.5" wide x 26" high x 26" deep with double vertically hinged doors.
c. C-2 - Curbside entrance door 76"h x 26"w
d. C-3 - Aft of rear wheels: 38"wide x 14" high x 20"deep with single drop-down hinged door

OVERALL APPARATUS HEIGHT WARNING PLATE

A minimum 6" wide x 3" high red plate with white letters shall be prominently displayed on the center of the cab dash that displays the overall unloaded height at the highest point on the apparatus. It shall read "WARNING - *(clearance height at time of delivery)* CLEARANCE".

BRIGHT ALUMNUM TREADPLATE ROOF

The entire roof shall have a minimum .125" bright aluminum treadplate welded to the perimeter. All seams shall be continuously welded.

SIDE PERSONNEL ENTRANCE DOOR

The side body shall have an insulated minimum 26" wide and maximum available height. It shall be a swing-out type located on the **curbside** (right) of the apparatus body panel for entering and exiting the compartment.

- The outer surface of the door shall be formed of minimum .188" (3/16") 5052-H32 aluminum. The door panel shall be a lap type that completely encapsulates the door opening. The top, bottom and leading edges shall have a slight angled break that turns toward the body surface partially hiding the compression gasket.
- The inner door panel shall be constructed of .125" (1/8") 5052-H32 aluminum forming a box pan that is welded to the door surface panel.
- The door shall be attached to the body with heavy duty .25" diameter pin Type 304 stainless steel continuous hinge with 2" knuckle.
- A hollow bulb-type perimeter gasket shall be attached to the leading edge of the door. The design shall provide for an air tight seal of the door preventing penetration of water and dust.
- It shall be provided with a top and bottom double-catch rotary type latch certified to meet FMVSS206. An exterior and interior stainless steel paddle handle with key lock shall be provided.
- A stainless steel door check shall be provided at the top of the door with 8" swing arm and spring weight set to hold the door open on inclines.
- A polished aluminum drip molding shall be placed over the full width of door opening.
- The inside door header shall incorporate a head bumper pad.

DOOR WINDOW

A tinted and tempered minimum 30" high x 18" wide sliding window with screen shall be installed in the personnel entrance door. It shall be set in a clear anodized extruded aluminum frame.

INTERIOR DOOR GRAB HANDLE

Located on the inner door panel shall be a curved grab handle to assist in closing the door and as a handrail for entering and exiting the vehicle.

- Construction: stainless steel
- Grab surfaces: friction knurled for secure grasp
- Top length: not less than 16" long
- Angled length: not less than 16" long
- Attachment: not less than six (6) 1/4" stainless steel fasteners

BODY WINDOW

A minimum 18" high x 36" sliding window with screen shall be installed in the curbside upper body. It shall be set in a silver powder-coated extruded aluminum frame with 3" radius. The glass shall be 1/4" safety with a solar gray tint.

EXTERIOR COMPARTMENT CONSTRUCTION

All exterior compartments shall be constructed of minimum .125" 5052-H32 aluminum plate. All seams shall be continuously welded forming a strong, weather-resistant interior storage area. The compartment shall be welded to the door opening frame and the floor shall be supported in a manner that shall support the intended loads. The floor of the compartment shall be even with the top edge of the door opening creating a sweep-out design to facilitate easy removal of stored equipment and cleaning. Louvered vents shall be installed on the side walls to facilitate air escape for closing the doors and ventilation within the compartment. Minimum 3/8" drain holes shall be provided in the left and right rear corners of the floor. Neoprene rubber bulb-gaskets shall be fully encase the door opening providing a sure door seal.

GENERATOR COMPARTMENT CONSTRUCTION

The floor shall be reinforced with inlet and outlet air returns meeting specifications of the generator manufacturer for proper cooling.

- The bottom of compartment shall be fully enclosed and shall have openings for cooling and exhaust as recommended by generator manufacturer
- The generator shall be mounted on 3" x 1.25" x 1/4" "C" channel welded to the body superstructure.
- The sidewalls and ceiling shall be lined with lead-lined acoustical foam insulation with heat reflective exterior barrier to prevent penetration of heat into the interior work zone and to deaden noise and acoustical vibration.

HINGED COMPARTMENT DOOR CONSTRUCTION

All specified hinged compartment doors shall box-pan type constructed of aluminum shapes.

- The doors shall be a minimum 2.5 thick, including the exterior panel. The door structure shall be aluminum extruded shapes with a thickness of not less than .150".
- The outer door panel shall be a minimum .190" thick providing an overlap design.
- The design shall incorporate a closed-cell neoprene gasket top, bottom and leading edge of the overlap panel creating a seal between the door and the side of the body.
- A second 360 degree, full perimeter bulb gasket shall be installed in the corner of the inner doorframe. The doorframe shall be welded into the side of the body cut-out.
- The hinges shall be full-length continuous type polished stainless steel with heavy duty .250 pin. They shall have offset slots that permit vertical and horizontal adjustment. They shall be bolted to the door assembly.
- Latches shall be automotive rotary type with minimum .50 latch pins. The pins shall be set in oversize holes in the doorframe that allows 360 degrees of adjustment. A cage nut shall be provided on each latch pin that keeps the nut captured should it be threaded completely off the latch pin. The stainless steel paddle handle shall be provided to open the doors. The handle shall have a neoprene gasket that is formed to the handle shape isolating it from the surface of the door. The paddle release mechanism shall also be adjustable using a threaded rod between the paddle handle mechanism and the rotary latch. Double doors shall be provided on the interior secondary door with a paddle release handle.
- A minimum .125" aluminum inner door panel shall be recessed into grooves around the inner doorframe. It shall be attached using stainless steel screws permitting service access to the latch mechanisms.
- A bright aluminum drip molding shall be installed over each door extending past the door opening. It shall not be attached with any fasteners requiring drillings holes in body.

POWER DOOR LOCKS ON MODULAR BODY

All specified hinged compartment and entrance doors shall have power door locks.

REAR WHEEL OPENING FENDERETTES

Removable mirror finish stainless steel fenderettes shall be attached to the rear wheel opening filler panels. They shall be minimum 12-gauge 304 stainless with a radius flare. Polished aluminum or other types of materials are not acceptable.

LOWER BODY RUBRAILS

Removable rub rails shall be installed on the bottom of the body, fore and aft of the rear wheels. They shall be constructed, at a minimum, of extruded aircraft alloy aluminum equal to 6063-T5. They shall be a C-Channel shape measuring approximately 2-1/2" high x 1-1/2" deep. The recess shall permit emergency flashing lights, marker lights, reflectors and, as applicable, reflective tape to be installed and protected from damage. Each end of the rails shall be angled. The rails shall be attached to the body stainless steel fasteners with nylon isolation washers between the rails and the body.

The rails shall have a powder-coat finish, applied prior to drilling any mounting holes. The color shall be silver.

ANTENNA MOUNTING RAIL

A Z-channel or rail shall be attached to the roof along the outer perimeter on the roadside and curbside for mounting up to ten antennas on the curbside and ten antennas on the street side for a total of twenty antenna mount provisions.

- Each of the four Z-rail shall be a minimum of 2.75" high x 86" long and provide a 2" mounting surface for future antenna installation.
- The Z-rail shall be constructed of a minimum .125" 5052-H32 aluminum.
- It shall be attached to the roof surface by welding only, no fasteners shall be used in order to eliminate penetration for the roof material and provide an excellent ground plane.
- A waterproof enclosure with a removable lid shall be provided on the street side center of the roof to insure no water penetration into the interior of the vehicle. This tunnel shall provide a minimum 9" x 3" opening into the interior wire-way for ease of coaxial installation. The tunnel shall be constructed of a minimum .125" aluminum.
- Tunnel shall be located over the computer cabinet.
- Drip tray shall be installed below the tunnel

FUEL FILLER HOUSING

A cast aluminum fuel filler housing shall be installed on the left rear wheel housing panel. It shall have a hinged door or lid with a bead blast finish. The filler housing flange shall be polished aluminum.

DEF FILLER HOUSING

A DEF filler shall be installed within the fuel filler housing on the left rear wheel housing panel.

FUEL & DEF FILL IDENTIFICATION PLATES

Next to the fuel fill shall be a sub-surface screen printed polycarbonate label with chrome bezel that reads "ULTRA-LOW SULFUR DIESEL FUEL ONLY".

INTERIOR WALLS & CEILING FINISH

The body interior walls, ceiling and floor shall meet the following minimum requirements:

- The interior walls shall be insulated using a minimum 1" Styrofoam plank insulation leaving a minimum 1/2" air insulator effect between the insulation and the interior wall surface. The planks shall be attached to the exterior wall with adhesive.
- The interior ceiling and floor shall be insulated using a minimum 2" Styrofoam plank insulation leaving a minimum 1" air insulator effect between the insulation and the interior ceiling and floor surfaces. The planks shall be attached to the exterior wall with adhesive.
- The ceiling shall be covered with minimum 1/2" thick AC plywood. The side walls shall be covered with minimum 3/8" plywood.

- The interior surfaces of the wall and ceiling shall then be covered with light gray kemlite to reduce ambient noise associated with the confined work environment.
- Hubbell or equal surface mount metal wire raceways with detachable covers shall be installed around the perimeter of the interior body at the ceiling line. The raceway shall provide access to cables and wiring harnesses for future installation of additional communications equipment.

INTERIOR CABINET CONSTRUCTION

Cabinets shall be constructed of 100 percent aluminum sheet and extrusions and must be specifically designed for installation in moving vehicles.

- All fasteners shall be zinc plated, stainless steel, or aluminum. Rivets of any type are not to be used. Hinges shall be continuous extruded all aluminum. Applicable shelf brackets are zinc-plated steel.
- All sheet components shall be coated with baked on polyester powder coat. This application shall only be done after forming and fabrication.
- The doorframes shall be fabricated from minimum .090" wall extrusions with square cut and coped ends to conceal cut aluminum edges. Miter/folded joints are not to be used. All frame components shall be owner replaceable. All fasteners must be self-locking.
- Doors shall be formed to a 1" thickness from a single sheet of aluminum. Doors with cut frames around perimeter are not permitted. Material shall be minimum .063" thick at overhead and wall cabinets, and minimum .080" thick at base and closet cabinets. Doors shall be square and flat to 1/16 tolerance.
- Overhead doors shall receive a mechanical folding hold open mechanism to automatically hold door to an approximate 85-degree opening.
- All doors shall have full length pivoting handles with self-latching, independently sprung latch mechanism. Doors must be unlatched by pulling only, no separate tabs, latches or handles are permitted. The handle extrusions to receive 204-R1 Class 2 Architectural clear anodized finish.
- Door hinges shall be secured to frame with self-locking nut and bolt hardware and are owner re-alignable and replaceable without drilling or fabrication work.
- Where shelves are specified, they shall be constructed of minimum .090" mill aluminum. All sides shall be hemmed over to prevent sharp edges from being exposed. Shelves must include adjustable mounting bracket and securing screw. Shelf slots shall be punched in side. Shelves must be able to be placed across from each other on both sides of a panel in the same mounting slots via self-mating brackets.
- All cabinets to receive mounting angle brackets at perimeter. All panels are finished on all exposed surfaces, inside and outside, after fabrication.

There shall be a one (1) cabinet closet measuring a minimum of 22" wide x 60 3/4" high x 28" deep installed on the front curbside wall. It shall have one hinged access door, and shall have 3-adjustable shelves and a hanging rod for clothing.
Cabinet color shall be TX-Gray 7038.

There shall be a one (1) cabinet measuring a minimum of 77" wide x 16" high x 14" deep installed in the upper street side workstations. It shall have two(2) equal size hinged doors.
Cabinet doors shall have dry erase surface.
Cabinet color shall be TX-Gray 7038.

A galley cabinet shall be installed at floor level measuring a minimum of 23.75" wide x 25" high x 28" deep. A counter top shall be installed on top of the cabinet constructed of minimum 1-1/4" solid-surface, nonporous homogenous blend of polyester and acrylic alloy and fillers. The exposed edges shall have a rounded "bull-nose" finish. It shall have a granite stone-like pattern and be color coordinated to the interior color scheme. All exposed surfaces shall be sanded and polished.
It shall have an opening for a refrigerator. An opening for a refrigerator shall be provided beneath the counter top.
Cabinet color shall be TX-Gray 7038.

FILING CABINET

Two (2) Iceberg Aspira black under desk two-drawer file cabinets shall be installed. They shall be constructed of scratch and dent resistant Resinite polyethylene and utilize full extension ball bearing slides. Steel cabinets are not acceptable.

COMMUNICATIONS CONSOLE

The two-man communications console shall be not less than 77" (1956mm) long.

- The desktop surface shall be not less than 24" (610mm) deep.
- The desk shall be constructed of minimum 1-1/4" (31.75mm) thick solid-surface, nonporous homogenous blend of polyester and acrylic alloy and fillers.
- It shall be attached to a tubular aluminum sub-frame supported by the walls.
- The surface shall be easily cleaned using conventional cleaning agents.
- The exposed edges shall have a rounded "bull-nose" finish.
- It shall have a granite stone-like pattern and be color coordinated to the interior color scheme.
- All exposed surfaces shall be sanded and polished.
- Below the desk shall be a wiring trough for future routing of cables and harnesses and service.
- A vertical wire-way shall be provided behind the desk area wall extending from the lower wire-way to the upper wire-way that permits simple routing of future requirements for cables and wiring harnesses.

A minimum 70 3/4" high x 24" wide x 24" deep electronics rack cabinet shall be installed on the street side wall.
Electronic equipment mounting rails shall be installed inside the cabinet set back 3" from the door opening.
Equipment mounting opening shall be 60 1/2" H (38 RU) and 19 1/8" wide.
Rack vent panel located at the bottom of the rack enclosure for cool air supply.
Rack fans (3) located at the top of the rack enclosure for hot air exhaust.
Cabinet color shall be TX-Gray 7038.

POWER DISTRIBUTION VERTICAL CABINET

Located curbside front shall be a vertical aluminum cabinet formed of minimum .100" aluminum.

- The face of the cabinet shall be removable for service access and wire routing.
- It shall accommodate the circuit breaker and power distribution panel, interior light switches, CO monitor, generator remote start panel and other controls, gauges and switches as required.
- The exterior surface shall be finished with dark gray Zolatone.

CONFERENCE TABLE

A minimum 60" (1524mm) long x 30" (762mm) wide conference table shall be installed.

- It shall be constructed of minimum 1-1/4" (31.75mm) solid-surface, nonporous homogenous blend of polyester and acrylic alloy and fillers.
- It shall be attached to a tubular aluminum sub-frame and table support leg.
- A trough shall be provided under the table surface for routing of communications and power cables, if specified.
- The surface shall be easily cleaned using conventional cleaning agents.
- The exposed edges shall have a rounded "bull-nose" finish.
- It shall have a granite stone-like pattern and be color coordinated to the interior color scheme. All exposed surfaces shall be sanded and polished.
- Platform base shall be coated with a gray zolatone finish.

SWIVEL LOW-BACK TASK CHAIRS

Two (2) swivel type low-back task chairs with arm rests shall be provided. They shall have, at a minimum:

- Adjustable tilt controls
- 1-touch seat-height adjustment
- Adjustable armrests; and five (5) Casters
- A "bungee" type strap with securing points shall be provided for each chair to secure the chairs against the desk while the vehicle is in motion.

BENCH SEAT

A bench seat shall be installed on the street side conference room.

- The seat base shall measure 72" long x 20" deep x 16" high.
- The cushion shall be not less than 71" long by 3" thick. It shall be covered with black ballistic type upholstery over high-density foam rubber.
- The seat cushions shall be hinged using continuous piano style hinge to access storage beneath.
- The seat bases shall be constructed of 5052-H32 aluminum sheet with a powder-coated exterior surface matching all other cabinets.
- Minimum .090" 6063-T5 aluminum structural extrusions with clear anodized finish.
- The backrest cushion shall be installed 8" above the bench and measure not less than 65" long x 20" high x 3" thick. It shall be covered with black ballistic type upholstery over high-density foam rubber.

BENCH SEAT

A bench seat shall be installed on the curbside conference room.

- The seat base shall measure 90" long x 20" deep x 16" high.
- The cushion shall be not less than 89" long by 3" thick. It shall be covered with black ballistic type upholstery over high-density foam rubber.

- The seat cushions shall be hinged using continuous piano style hinge to access storage beneath.
- The seat bases shall be constructed of 5052-H32 aluminum sheet with a powder-coated exterior surface matching all other cabinets.
- Minimum .090" 6063-T5 aluminum structural extrusions with clear anodized finish.
- Three (3) piece back rest shall consist of (2) back rest cushion shall be installed 8" above the bench and measure not less than 19" long x 20" high x 3" thick. It shall be covered with black ballistic type upholstery over high-density foam rubber.
- (1) back rest cushion shall be installed 8" above the bench and measure not less than 37" long x 8" high x 3" thick. It shall be covered with black ballistic type upholstery over high-density foam rubber.

DRY-ERASE MARKER BOARD

A minimum 36" wide x 20" high white surface marker board shall be installed street side conference room wall. It shall have an anodized aluminum, satin finish frame with a full-length rail across the bottom to accommodate markers and eraser.

FLOORING

The floor shall be designed to provide a solid walking surface that can support, without deflection, the weight of the recommended and/or expected personnel load. Personnel weight shall be calculated based on the current federal definition of an average percentile adult male.

- The floor superstructure, beneath the body that is exposed to water spray, shall be completely covered with minimum .050" aluminum sheets and attached with rivets. All seams shall be caulked with non-shrinking and pliable sealant.
- The sub-floor shall be insulated with minimum 2" Styrofoam planking between all floor superstructure cross members.
- All voids exposed to the interior of the body shall be filled with insulation.
- The sub-floor above the insulation (interior exposure) shall be covered with minimum .050" aluminum sheets to act as a secondary barrier.
- Tongue-and-grooved exterior type minimum 3/4" plywood shall be applied on top of the moisture barrier.
- The plywood shall be attached to the floor superstructure with self-tapping countersunk screws. All seams shall be filled and sanded prior to installation of the floor covering.
- The floor covering shall be equal in quality and performance of Lonseal Loncoin II. The material shall conform with ASTM F 1303-95 and surpass the coefficient of friction (COF) as established in ASTM C 1028-89.
- It shall have an embossed coin design anti-slip surface.
- The floor installation shall be seamless full length of the interior body.
- All edges shall be sealed with non-hardening, flexible type sealant to prevent water penetration between the floor and walls.
- Other required standards shall be:
  - ASTM E648-97 Class 1 flame spread per NFPA 253
  - ASTEM E662/NFPA 258 Smoke density
  - ASTM D 3884 Abrasion resistance
  - ASTM F970-87 Static load limit
  - ASTM F 137 Flexibility

MINIMUM INTERIOR CONSTRUCTION STATEMENT

All requirements specified for the interior design and construction are considered minimum quality levels required for the intended long-term missions of the apparatus. Cabinets and work counters and desks constructed of plywood or other wood byproducts and laminated surfaces shall not be considered as alternatives. Floor materials of less quality than that specified shall not be considered. All specified materials and construction methodologies specified herein are open-market commodities and construction practices and are expected to be adhered to in the final finish of this apparatus. Bids that propose alternative methods must be accommodated by detailed descriptions of the materials and construction methods employed/proposed with documentation attesting to durability.

STONE GUARDS, FRONT & REAR CORNER POST

The lower front and rear body corner posts shall be protected with bright aluminum tread plate shaped to fit the rounded corners. The front guards shall line up visually with the bright tread plate on the cab steps (when applicable). The tread plate shall additionally extend, at the same height, inward on the body to cover the lower body skirt. They shall be attached using round-head drive-rivets. All edges shall be sealed with silver, non-hardening sealant to prevent corrosive agent build-up between the plates and the body.

REAR DIAMOND PLATE KICK PANEL

Located on rear body panel shall be an overlay of bright aluminum tread plate extending upward from the bottom of the body a minimum of 24". The perimeter shall be sealed.

REAR STEP BUMPER

Bolted to the rear frame supports shall be step bumper constructed to channel steel designed to support a minimum of 600 lbs. of combined weight.

- It shall be covered with minimum .125" bright aluminum tread plate.
- The surface of the tread plate shall be punched providing multi-directional, aggressive gripping surface forming a platform a minimum of 11" deep and minimum 90" wide.
- The gripping surfaces shall be circular in design, a minimum of 1" diameter and on centers not to exceed 4".

SIDE ENTRANCE STEP

Manually deployed entrance steps shall be installed under the side entrance door.

- The step shall be a minimum of 24" wide x 8" deep with a maximum 7" drop.
- It shall have an anti-slip surface.
- The step assembly, at a minimum, shall be constructed of formed steel with a powder-coated finish for corrosion resistance.
- Black/Yellow reflective safety tape shall be applied to the exposed sides and front of the step assembly.
- It shall stow as tight against the underside of the body as possible.

WHEEL CHOCKS

ZICO model AC-2 wheel chocks complying with NFPA 1901 and SAE-J-348 shall be provided.

Two (2) ZICO model QCH-2 horizontal holder with mounting hardware shall be provided for securing the wheel chocks. They shall be mounted aft of the driver's side rear wheels.

LICENSE PLATE FRAME

Located on the rear body panel shall be a Cast Products #C30004 surface-mount lighted license plate frame. It shall have a polished aluminum finish around the outer flange and bead blasted inner finish.

REAR MUD FLAPS

A pair of heavy duty black rubber mud flaps shall be bolted to the rear wheel housing behind the rear wheels.

COMPARTMENT MATTING

Turtle-Tile brand black open grate matting material shall be installed in the bottoms of each open compartment floor. The mat surface shall include edge strips on the front.

PAINT & GRAPHICS REQUIREMENTS

BODY PAINT

The final finishing of this apparatus shall meet or exceed automotive standards, as follows:

- Minimum paint thickness shall be 2.6 mils, as measured by a Labotron film thickness gauge.
- Paint surface smoothness shall meet a minimum standard of 85 (on a scale of 100) as measured by Positector Model 3000 smoothness gauge, which measures the smoothness of the coat and other irregularities in the surface.
- Paint coat Distinctness-of-Image (DOI) shall meet a minimum standard of 75 (on a scale of 100) as measured by an ATI Systems, Inc. DOI meter, which measures the ability of the paint application to reflect images as a mirror does.
- All primers and paint shall be 100% lead free.
- The apparatus shall be fully sanded on all exterior surfaces with 180 grit to assure removal of all imperfections in metal surface. All surfaces shall be de-greased before and after sanding.
- All surfaces shall be primed with self-etching zinc-chromate based primer. No liquid etching solutions may be used in order to prevent residual solution from leeching under paint edges and causing flaking.
- The unit shall be completely sanded following first primer coat with no less than 320 grit so that the top coat of paint can be applied to a smooth surface. All surfaces shall receive a second filler coat of primer.
- The entire apparatus shall then be painted with SIKKENS acrylic urethane with a clear urethane top coat.
- The apparatus body shall be painted separately while unmounted to insure full coverage.
- Body paint color to match the cab color.

TOUCH-UP PAINT

One (1) quart of touch-up paint shall be provided for each color applied to the apparatus.

UNDERCARRIAGE COATING

After the apparatus has been painted, the entire undercarriage of the chassis frame, cab and body shall be spray coated with a heavy black paint. Coating shall not be applied to exhaust or drive-line components or frame-mounted apparatus components, except brackets or permanently attached equipment.

CHEVRON REAR BODY STRIPING

The rear body panel shall be fully covered with 6" Red and Yellow chevron stripe in an inverted "V" pattern.

LETTERING AND GRAPHICS ALLOWANCE UP TO $4000.00

An allowance of $4000.00 shall be included into the price to cover any lettering or graphics determined at the pre-construction meeting.

12VDC ELECTRICAL SYSTEMS

GENERAL REQUIREMENTS:

The following specifications are intended to provide minimum guidelines for the apparatus 12-volt electrical power systems. The system shall utilize current industry state-of-the-art multiplexing technology. Any deviations from these minimums must be clearly noted and defined under the "Exceptions" requirements of this bid proposal. Since the specified system utilizes open-market components and are available to all apparatus manufacturers, exceptions to the general design requirements are not acceptable. Any exceptions shall be explained by the applicable paragraph. Bids taking total exception to these minimum requirements shall be subject to rejection.

MINIMUM NFPA 1901 WIRING REQUIREMENTS:

The complete 12-volt wiring system and electrical appliances shall be to modern automotive and NFPA 1901 minimum standards throughout the installation. The system shall comply with all appropriate SAE J1939 and/or J1708 recommended practices. The manufacturer shall supply an installation and components that provides for easy diagnostics and serviceability of the system.

- All required DC power conducting wiring shall be of stranded copper wire of adequate gauge for the function served so as to ensure voltage drop of less than one volt at the appliance under full amperage load. Any

wiring routed through the engine compartment, within 18 inches proximity of any exhaust components or other high heat components shall be not less than GXL. As specified, any required strobe lights shall be wired using shielded cable, as recommended by the light manufacturer.

- Any required signal conductors shall be shielded twisted pairs rated by the system manufacturer to carry the multiplex command signals from the switch panel to the control modules.
- The wiring shall be routed in protective nylon HTZL Type 6 300 degree F. Rated loom in all areas. All wiring shall be specially harnessed with wire ties and, where not routed through grommets, shall be clipped to body members with vinyl coated harness clips.
- Where wire passes through sheet metal, rubber grommets shall be used to protect both wiring and wire looms.
- Primary wiring harnesses shall be bench assembled and connections machine welded. Where crimp connections are necessary, the connections shall be made using AMPS or equal connectors with heat-shrink insulators.

MULTIPLEXED ELECTRICAL MANAGEMENT SYSTEM:

General Overview Requirements: The apparatus shall be equipped with a fully multiplexed electrical system, no exception. The system shall be compatible with the chassis supplied multiplexed electrical system and fully interfaced using the same diagnostics.

It shall be a peer-to-peer network consisting of all solid state nodes. Each node shall have the ability to control its own inputs and outputs. All inputs and outputs shall be configured into a scalable electrical harness utilizing Deutsche connectors. The nodes must be weatherproof and not require special mounting requirements away from wet environments.

The system, at a minimum, shall be capable of performing the following functions: load management sequencing, switch loads, receive digital and analog signals, perform and report diagnostics, continuously report vehicle status and the system shall be expandable.

"Real Time" data must be capable of being reported and displayed through dedicated operator interface modules.

The multiplex system shall be easily re-programmable and re-configurable by either the factory or a factory authorized service center.

The system shall have the following minimum features:

- Total load management
- Load shedding capabilities (*shall begin load shedding when voltage drops below selected level after a 2-minute period per output.)*
- Load sequencing capabilities
- "On-board" diagnostics readout
- Error reporting

- Full color graphics data display
- Continuous system monitoring and reporting
- Emergency warning light flasher
- Door ajar warning system
- Real time clock

Message Capabilities: The multiplex system shall have the capability to display diagnostics messages such as short or open circuits. The system shall display load shedding levels and also display when a compartment door is not secure or other equipment is not properly stowed, such as light tower.

Real-time Diagnostics: The system shall provide instant message feedback based on an output failure (i.e.: burned out bulb or electrical short). The error message shall remain displayed until such time as the "acknowledge" button is depressed. The output shall turn off whenever there is a short circuit or over current condition and shall not reactivate until the system power is reset.

PC Diagnostics: The system shall incorporate a feature that enables a service representative to troubleshoot, repair and replace nodes in the system, should they for any reason fail. It shall be run via a PC interface and shall monitor all system information. All messages going across the communications bus must be seen on the screen, including analog information. Each node must be capable of being queried for its own voltage drop and capable of obtaining the status of all inputs and outputs from the diagnostics interface.

PC Programming: The system must be programmable at the factory in a language that can be downloaded to a remote service representative's PC or down loader tool with all OEM data, as programmed for this specific apparatus and allow field reprogramming changes as provided by the apparatus manufacturer.

System Troubleshooting Guide: A troubleshooting guide must be provided with each delivered apparatus, placed within the Owner's Manual. The guide shall outline, in simplistic language, how to perform system diagnostics and troubleshooting and how to reset default circuits.

EMI/RFI PROTECTION:

The electrical system proposed shall include means to control undesired electromagnetic and radio frequency emissions. State of the art electrical system design and components shall be used to insure radiated and conducted EMI (electromagnetic interference) and RFI (radio frequency interference) emissions are suppressed at their source.

The apparatus proposed shall have the ability to operate in the electromagnetic environment typically found in fire ground operations. The contractor shall be able to demonstrate the EMI and RFI testing has been done and meets SAE J551 requirements.

EMI/RFI susceptibility shall be controlled by applying immune circuit designs, shielding, twisted pair wiring and filtering. The electrical system shall be designed to full compatibility with low-level control signals and high-powered two-way radio communications systems. Harness and cable routing shall be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

CONSOLE CONTROLS & FUNCTIONS:

A combination switch and color visual display panel controlling electrical appliances and equipment installed on the chassis and body shall be centrally located in the cab within easy access to the driver. It shall measure not more than 10.25" wide by 7.75" high and be capable of installing in any area of the cab that is convenient to the driver and/or officer positions.

A full color display shall be visible in direct sunlight, but shall not be overpowering during night operations. Once the headlights are activated, the screen shall automatically dim to 50% of its intensity so as not to interfere with night driving operations.

Additionally, the display screen shall have, as a minimum, the following displays:

- System diagnostic controls and alpha/numeric readouts for displaying system defaults or failures
- Compartment Open warning graphics - overhead color depiction of apparatus cab and body that graphically displays which doors are not secured.
- For safety purposes, the following minimum scenario shall be provided: When the apparatus is in the neutral (or parked) mode, the overhead view graphic display of the apparatus shall depict which door(s) are open.
- Once the apparatus is placed into the drive mode a scrolling message shall appear across the top of the Vista display screen and the overhead view graphic display of the door(s) that are open shall flash.
- A beeping sound shall also be activated as a secondary warning to the driver of unsecured door(s).

The control panel shall have four switches on each side of the LCD display screen that performs the following minimum functions:

- LEFT SIDE SWITCHES & LCD DISPLAY:
  - LEFT SCENE LIGHTS *(activates all left 12VDC scene lights)*
  - RIGHT SCENE LIGHTS *(activates all right 12VDC scene lights)*
  - REAR SCENE LIGHTS *(activates all rear 12VDC scene lights)*

- RIGHT SIDE SWITCHES & LCD DISPLAY:
  - VISTA ACK (overrides Vista alarms)
  - SPARE
  - SPARE
  - BACKUP CAMERA *(activates automatically in reverse mode or with manual override)*

- Switch functions shall be provided adjacent to each switch on the display screen. When activated, the nomenclature display button shall change colors to instantly identify that the circuit has been activated.

- Lower panel switches below the color LCD monitor display as follows:
  - E-MASTER *(activates all pre-set emergency response warning lights)*
  - BLOCKING OVERRIDE *(deactivates all blocking lights in Zone A or reactivates lights that have shut down in the blocking mode for emergency discretionary purposes)*
  - HOME *(returns the currently displayed screen back to the "Home" screen location)*
  - SYSTEM INFO *(displays system diagnostic menus)*
  - SERVICE INFO (*displays chassis make, model and serial number; engine and transmission serial numbers; oil capacities; service interval recommendations; other information required for routine maintenance; body builders serial number, dealer and/or service contact info; and other pertinent information that may be deemed necessary.*
  - SPARE
  - HORN/SIREN *(overrides chassis horn button switch to activate designated warning device)*

MINIMUM OPERATIONAL SCENARIO TO BE CONTROLLED BY THE MULTIPLEX SYSTEM:

- Warning Light Activation: When the Emergency Response switch is depressed, the system shall determine what needs to happen next by what the engine and transmission is doing. Once the transmission is engaged, the Clear-the-Right-of-Way mode is engaged and all emergency lights are activated.
- Compartment Lights Activation: The compartment lights shall be activated anytime the door is open and when the apparatus is in the neutral or parked position.
- Ground Lights Activation: Ground lights shall be activated by respective upper body scene light switches or whenever the apparatus is placed in the reverse mode of operation to further light the backup zone or when the respective left or right turn signal is activated.

ON-BOARD ELECTRICAL SYSTEM DIAGNOSTICS:

Advanced on-board diagnostic messages shall be provided to support rapid trouble shooting of the electrical power and signal system. The diagnostic messages shall be displayed on the VISTA control screen located adjacent to the driver position. The on-board message center shall include the following minimum diagnostic information:
Multiple diagnostics on display with text description. Circuit alerts shall scroll across the top of the screen in a text message.

Simplified warning indicators (from operator's perspective).
Automatic display of further information in order of problem severity.
In addition to a visual message center, the system shall activate status indicators and audible alarms designed to provide warning of problems within any circuit or signal command module. The system shall include, at a minimum, the following attributes and improvements over analog type systems:

- On-board self-diagnostic messages and status indicators.

- Visual confirmation of communication of each Vehicle Power Module and Display Module.
- Automatic self-test on startup with provision for manual diagnostic checks.
- Minimize use of control relays.
- Provide control for NFPA 1901 mandated safety interlocks and indicators.
- Utilize system integration to eliminate redundant wiring and components
- Improve control system reliability by reducing relay and connector contacts.
- Advanced electrical system load management and sequencing system.
- Imbedded service interval information
- Customized software
- Field re-programmable to accommodate changes to the vehicle operating parameters
- Fully documented hardware.

SERVICE AND MAINTENANCE DIAGNOSTICS:

- Advanced vehicle service and maintenance shall be assisted with an integral software program.
- The software shall provide troubleshooting tools to service technicians via the VISTA control screen.
- The service and maintenance program shall include the following minimum features:
  - Easy to understand diagnostic procedures.
  - System simulation and pinging of nodes for status verification.

BATTERY SYSTEM:

- The battery system shall be activated anytime the battery switch is in the "ON" position to alert the operator of the status of the battery switch.
- The battery enclosure and system shall be located conveniently to provide for easy service and replacement.
- The original equipment chassis manufacturer shall install a battery cutoff switch that disconnects all battery power to the apparatus, except electronic memory circuits. If the chassis manufacturer does not provide a factory installed battery cutoff switch, the apparatus body manufacturer shall install an extra-heavy-duty on/off battery solenoid switch, rated at a minimum 600 amps continuous, 900 amps momentary rating. The solenoid shall be activated by a paddle type switch installed in cab, accessible from the driver's door.
- The switch shall serve as a master disconnect for the battery system, disconnecting the batteries from the chassis and apparatus appliances. Electronic memory circuits relating to the electronically controlled engine and transmission and other memory sensitive components shall have 12VDC power supplied through a separate bypass circuit that is not disconnected by the battery switch.
- A single green LED light located in the center of the Vista LCD display shall indicate the status of the batteries.
- See Chassis specifications for battery requirements.

ENGINE AUTOMATIC HIGH IDLE DEVICE:

- The engine shall be equipped with an electronically controlled device that automatically increases the engine RPM level on demand.
- The system's primary activation shall be by the automatic mode, programmed through the multiplex electrical load management system to activate whenever the system detects voltage output of less than 12.7 volts for more than 30 seconds (or as established by the apparatus manufacturer).
- It shall be capable of manual deactivation or engagement of the transmission or by depressing the foot brake.
- The system shall not activate unless transmission is in the park position.

VISTA CONTROL PANEL MOUNTING BRACKET

The VISTA control panel shall be mounted to a Pan-O-Vise heavy duty bracket that permits the screen to be positioned at the discretion of the user.

EXTERIOR TEMPERATURE READ-OUT

The exterior ambient temperature shall be displayed on the cab LCD display screen with a continuous real-time update. The sensor shall not be placed in an area where engine or other heat producing equipment shall affect the readout.

12VDC VOLTAGE OUTPUT TESTING & DOCUMENTATION

The apparatus low voltage system shall be tested and certified by the manufacturer prior to final delivery. A copy of the testing and successful completion shall be included in the Owner's Manual.

- Reserve Capacity Test:
  The unit shall be run until all engine and engine compartment temperatures are stabilized and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be shutoff after ten (10) minutes and the battery system shall then be capable of restarting the engine.
- Alternator Performance Test At Idle:
  Minimum continuous electrical load shall be activated while the apparatus is at idle speed. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure and corrective actions shall be employed.
- Alternator Performance Test At Full Load:
  The total continuous electrical load shall be activated with the engine running up to the manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system shall be permitted during the test. If however, an alarm sounded by excessive battery discharge, as detected by the system, or a voltage of less than 11.7 volts DC for a 12 volt nominal system for more than 120 seconds, it shall be considered a test failure and corrective actions employed.
- Low Voltage Alarm Test:
  The engine shall be shut off and the total continuous electrical load shall be activated and continue to be applied until the excessive battery discharge alarm is activated. The battery voltage measured at the battery

terminals with the load still applied must be above 11.7 volts or the test shall be considered a failure and corrective actions employed.

- Documentation:
  At the time of final delivery, an Amp Draw Report complying with NFPA 1901, Section 13-15 shall be completed and inserted into the Owner's Manual. It shall provide the following information:
  - Documentation of the electrical system performance test.
  - Written load analysis with the following information:
    - Nameplate rating of the alternator
    - The alternator rating under the conditions specified in NFPA 1901, section 13.3.2.
    - The minimum continuous load of each component that is specified per NFPA 1901, section 13.3.2.
    - Additional loads that, when added to the minimum continuous load, determine the total connected load.
    - Each individual intermittent load

DO NOT MOVE TRUCK MESSAGE DISPLAY

To prevent accidents or damage caused by unsecured appendages on the cab and body, the following messages shall be displayed on the cab mounted display screen that are displayed whenever the transmission is shifted out of the neutral position and one or more of the following is detected:

- Street side cab doors are not secured
- Street side body doors are not secured
- Curb side cab doors are not secured
- Curb side body doors are not secured

The above text messages are required in addition to the minimum flashing light and audible warnings required by NFPA 1901. Due to the number of flashing warning lights and audible alarms typically supplied within the confines of the cab, the text messages are considered critical to the safe operation of the apparatus. Thus, no exceptions shall be permitted to this requirement.

GRAPHICS DISPLAY

In addition to the text message and flashing lights to warn of non-secured or stowed equipment, an overhead graphic color display shall be visible on the Vista monitor. Whenever a compartment door is not secured, yellow flashing indicators shall depict which doors are not secured including cab, left side, right side.

CAB CONSOLE

A Havis-Shields model #C-3010 console with model #C-AP-1395-L accessory packet with lid shall be installed between the front cab seats that shall accommodate a radio control head, siren control head, 12VDC system console panel, maps, note books and etc.

- The design shall not interfere with chassis manufacturer's dash mounted gauges, switches or other options. The console surface shall measure 9" wide x 30" long.

- A book/map storage compartment shall be provided at the back of the console with a minimum 13" long x 8" wide opening. The opening shall have a hinged lid with latch to conform to NFPA 1901, preventing stored books and objects from becoming projectiles should the vehicle become involved in an accident.
- The 12VDC system control panel shall be mounted in the forward section of the console.
- Mounted on the console shall be a flex shaft map light and two (2) recessed 12-VDC power point receptacles with rubber covers.
- Two cup holders
- Arm rest on both sides of console
- There shall be one (1) Havis-Shields siren bracket for mounting of Whelen CenCom CCSRN36 Sapphire series siren in console.

DOT CLEARANCE & LED MARKER LIGHTS

The apparatus body shall be equipped with upper side, front and rear LED marker lights. The side and rear of the body shall be provided with reflectors. All lights and reflectors shall conform to D.O.T. and FMVSS minimums for such vehicles of this type. All marker lights shall be incorporated into the headlight circuit of the cab/chassis.

LED TAIL LIGHT ASSEMBLY

Two (2) Whelen LED tail surface mounted light assemblies shall be installed on the lower left and right rear body panels. The cluster shall consist of Whelen:

1. C6BTT LED red stop/tail light left and right
2. C6CSC white LED backup light left and right
3. C6T LED amber turn signal left and right
4. All light shall have chrome bezels

UPPER SIDE BODY 12VDC SCENE LIGHTS

Two (2) each Whelen M9LZC surface mount LED Opti-Scene lights shall be installed on the roadside (left) and curbside (right) upper sides of the body, one fore and one aft (total of 4). Each light shall be equipped with a Whelen M9FC chrome flange. The scene lights shall have combination 8 to 32 degree internal optic lens. Each left and right pair shall be activated by individual respective switches on the cab control console.

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UPPER REAR BODY 12VDC SCENE LIGHTS

Two (2) each Whelen M9LZC surface mount LED Opti-Scene lights shall be installed on the upper rear body, one (1) roadside (left) and curbside (right) (total of 2). Each light shall be equipped with a Whelen M9FC chrome flange. The scene lights shall have combination 8 to 32 degree internal optic lens. They shall be activated by individual switch on the cab control console.

REVERSE ACTIVATED REAR SCENE LIGHTS

The rear scene lights shall be automatically activated whenever the apparatus is in the reverse mode.

REVERSE ACTIVATED SIDE SCENE LIGHTS

The side scene lights shall be automatically activated whenever the apparatus is in the reverse mode.

TURN SIGNAL ACTIVATED SIDE SCENE LIGHTS

The side scene lights shall be automatically activated whenever the respective turn signals are activated.

LED GROUND LIGHTS

Minimum 6.5" x 3.3" LED ground lights shall be installed under the body. Each light shall produce not less than 675 lumens. They shall mounted on angled stainless steel bracket with a light beam angle of approximately 120 degrees x 50 degrees for improved perimeter light projection in the following locations:

- One (1) each forward of left & right rear wheels
- One (1) each aft of left & right rear wheels
- One (1) under rear step bumper

They shall be activated by park brake activation.

AUXILARY COMPARTMENT LIGHTS

There shall be minimum 4" LED compartment lights installed in compartments ceiling of S-1, S-2, S-3, C-1, C-2, and C-4. They shall have a stainless steel trim bezel and produce not less than 300 lumens each. The mounting of the lights shall provide upwards of 77 degrees of light beam into the compartment interior.

STEPWELL LIGHTING

A linear LED surface-mount light assembly shall be installed on each step riser.

- It shall be mounted on the side wall out of the primary traffic zone.
- The light shall be mounted inside a polished stainless steel housing.
- Amperage draw shall be not more than 0.15.
- It shall be automatically activated whenever the side entrance door is opened.

COMPARTMENT OPEN WARNING & AUTOMATIC LIGHT ACTIVATION

All compartment lights shall be automatically activated when the left or right lock handle is released and any other door not associated with the side compartment locking system is opened.

- The console switch shall be capable of over-riding the automatic system.
- In the event a door is not properly closed and/or secured, a scrolling text message shall be displayed on the bottom of the VISTA display screen as follows:
  - Cab Doors Ajar
  - Roadside Body Door Ajar

- Curbside Body Door Ajar
- If more than one location is not secured, all doors affected in the above list shall scroll across the bottom of the screen. As each respective door is secured, the text shall disappear from the scrolling alert.

COLD CATHODE LIGHT - 12VDC UNDER CABINET

Two (2) minimum 4" round 12VDC LED combination red/white light shall be installed under the street side work station cabinets. The light shall have a 100,000 hour lamp life and draw a maximum of 0.15 amps each. The lights shall be activated by a single double-pole switch located in proximity of the lighted area.

LED DOME LIGHTS

Eight (8) Whelen 80CREHCR Super-LED dome lights shall be installed strategically in the interior ceiling.

- They shall be recessed in a chromed bezel.
- The light output shall approximate natural mid-day light providing a more true flesh tone recognition.
- The light shall feature six (6) clear diodes with high/low intensity settings and three (3) red diodes.
- The light shall have a three-way switch on the control panel that provides high and low intensity settings for the clear diodes and separate switch for activation of the red diodes.

STREAMLIGHT LED HAND LIGHTS

In accordance with minimum NFPA 1901 requirements, there shall be (4) Stream light Vulcan C-4 LED rechargeable hand lights, model 44451, installed (2)in the cab on back wall and (2) in the body to be determined at the pre-construction meeting.

- Light output shall be not less than 80,000 candela peak beam intensity and 145 lumens measured system output with low producing not less than 40,000 candela peak beam intensity and 70 lumens measured system output.
- Reflector shall produce a tight beam with optimum peripheral illumination to aid in navigation.
- They shall have ultra-bright blue taillight LEDs with eight (8) programmable switch functions.
- The chargers shall be 12VDC type and be individually wired to the apparatus through the fused circuit connected directly to the batteries.
- The charger circuit shall not be disrupted when the battery switch is in the "off" position.

UPPER ZONE A WARNING LIGHTS

(7) Seven Super-LED warning light shall be install across the upper body panel evenly. (4) Whelen C9LRC red Super-LED warning lights and (3) Whelen C9CS white Super-LED with clear lens and C9FC chromed bezel shall be installed.

LOWER ZONE A FRONT CAB WARNING LIGHTS

Two (2) Whelen C7LR red Super-LED warning lights with clear lens and C7FC chromed bezel shall be installed as follows:

(1) Street side grille
(1) Curbside grille

HEADLIGHT WIG-WAG FLASHERS

The headlights shall be provided with an alternating or pulsating flash mode referenced as a wig-wag mode. It sequence shall be automatically inoperable when the headlights are in the high beam mode. Since the lights exceed the minimum NFPA 1901 requirements, the lights shall be managed by the load manager within the multiplexing system and controlled through the "Blocking Right-of-Way" circuit.

LOWER ZONE B & D INTERSECTION WARNING LIGHTS

Two (2) Whelen C7LR red Super-LED warning lights with clear lens and C7FC chromed bezel shall be installed as follows:
(1) street side fender
(1) curbside fender

LOWER ZONE C REAR BODY WARNING LIGHTS

Two (2) Whelen C6LR red Super-LED warning lights with clear lens and C6FC chromed bezel shall be installed as follows:
(1) Street side lower rear wall panel
(1) Curbside lower rear wall panel

UPPER ZONE B & D SIDE BODY WARNING LIGHTS

Four (4) Whelen C9LRC red Super-LED warning lights with clear lens and C9FC chromed bezel shall be installed as follows:
(1) Forward curbside upper body.
(1) Rearward curbside upper body.
(1) Forward street side upper body.
(1) Rearward street side upper body.

UPPER ZONE C REAR BODY WARNING LIGHTS

Two (2)Whelen C9LRC red Super-LED warning lights with clear lens and C9FC chromed bezel shall be installed as follows:
(1) Street side upper rear wall panel
(1) Curbside upper rear wall panel

LED BEACON

A Whelen model L32L4F LED beacon shall be mounted on push up pole located on the rear body.

- The LED beacon shall have a published average amp draw of 1.5 amps at 12.8 VDC (3.8 amp peak amp draw).
- It shall allow operation without degradation of intensity or flash rate between 10-16 VDC.
- The electronics shall be completely enclosed within the base, with no parts such as screws, fasteners or wires being exposed to where moisture could cause corrosion with an electrically inert material for moisture, vibration and dust resistance.
- The domes shall feature a smooth outer surface and made of polycarbonate material.
- The domes must mount to the base of the led beacon via screws.
- Lens to be clear
- LED to be green

ELECTRONIC SIREN

CenCom Sapphire

A Whelen siren and light control system model # CCSRN36 shall be provided. The CCSRN36 has the ability to control the warning lights and siren from a single keypad. The CenCom Sapphire™ module shall incorporate current siren and light control technology install on an aluminum alloy black powder coated chassis and cover for maximum protection. The CenCom solid state outputs shall consist of one 40 Amp, two 20 Amp, four 10 Amp, and four .250 Amp. The output for the Contact Relay shall be one 10 Amp. All fuses are included with the system. The CCSRN36 shall have the ability to connect and operate a WeCan lightbar. Phoenix style connector shall be used to connect the WeCan lightbar to the CCSRN36. The CCSRN36 shall have the ability for four positive or ground activated inputs including a horn ring input. The CCSRN36 shall have the ability to operate a maximum of two 100 watt siren speakers. Adjustable PA and radio repeat volume potentiometers are located on the CenCom module. The CCSRN36 shall have a LED traffic advisor indicator and LED output indicators located on the front of the CenCom module.

The CCSRN36 shall include an eight push buttons, three position slide switch, and seven position rotary knob control head. The control head shall include a manual button and Air horn button with three traffic advisor switches. The control head shall include standard function labels for the push buttons. The control head housing and cover shall be made of a black polycarbonate. The front controller overlay shall consist of a velvet Lexan with a blue matte finish. The control head shall have adjustable backlighting. The CCSRN36 shall include a CAT-5 cable to connect the control head to the amplifier control module. PA microphone with plug in connector and 20' microphone cable are included with the CCSRN36. The CCSRN36 shall meet SAE, California XIII, and NFPA requirements. The CCSRN36 has a five year factory warranty. The control head shall be able to mount has a bail strap mount or a console mount. Mounting hardware and programming software are included with the CCSRN36.

Voltage: +12v
Size : CenCom Module: H=2.37", W=6.16", D=4.88"
Control Head: H=3.66", W=6.93", D=2.15"
Amp Draw: 80 Amps Maximum

HORN/SIREN SWITCH

A switch shall be provided on the control console that permits the driver to select activation of either the chassis OEM horn or the siren from the steering wheel horn button.

SIREN SPEAKER

One (1) Cast Products SAD3815-17FSD-1, 100-watt speaker shall be mounted through the street side (left) front bumper contour.

ATOMIC DIGITAL CLOCK

A minimum 11.75" x 12" atomic clock shall be installed on the conference room rear wall.

- It shall have a minimum 4" digital time display for visibility anywhere within the compartment zones.
- The clock shall be capable of automatically setting itself to the US Atomic Clock.
- It shall daily search for the Atomic Clock signal and shall not require resetting to accurate time.
- It shall display time, seconds, date, outdoor temperature and indoor temperature.
- The temperature sensor shall be wireless from the sensor probe.
- The clock shall also be capable of automatically setting itself to daylight savings time.

SECURE IDLE OVERRIDE SYSTEM

An ignition key override system shall be installed that shall allow for the removal of the ignition key, leaving the engine running. The system shall kill the engine if the brake is pressed or if the transmission selector is moved from the park position.

CAB MOUNTED 12VDC TERMINAL STRIP & FUSE BLOCK

A 6-circuit terminal strip and fuse block shall be installed in the cab.

- It shall be powered from the chassis battery system using minimum 8-gauge wiring for subsequent connection of radios and other auxiliary equipment.
- The strip shall have a total of six (6) terminal points and fuse blocks that shall accept either ATC fast acting blade type fuses or plug-in style circuit breakers.
- Each circuit shall be capable of handling up to 30-amperes.
- The outlets and fuse blocks shall be mounted behind a clear insulating cover with the fuse blocks accessible from the face of the cover.

BODY MOUNTED 12VDC TERMINAL STRIP & FUSE BLOCK

A four(4)-circuit terminal strip and fuse block shall be installed in the equipment rack.

- It shall be powered from the chassis battery system using minimum 8-gauge wiring for subsequent connection of radios and other auxiliary equipment.
- The strip shall have a total of six (6) terminal points and fuse blocks that shall accept either ATC fast acting blade type fuses or plug-in style circuit breakers.

- Each circuit shall be capable of handling up to 30-amperes.
- The outlets and fuse blocks shall be mounted behind a clear insulating cover with the fuse blocks accessible from the face of the cover.

BODY 12VDC POWER POINT RECEPTACLES

Located in the street side work station shall be four (4) recessed power point receptacles for powering a cell phone charger and other 12VDC equipment. The main power circuit shall be protected by a 15 amp circuit breaker. An attached cover shall protect the opening of the receptacle when not in use. Two (2) left side workstation and Two (2) right side work station.

USB CHARGING PORTS

Two (2) USB charging ports shall be installed in the cab console and left and right side of street side work stations for a total of six. It shall provide a 2.1 amp and 1.0 amp DC power port for charging a smartphone and/or tablet from the chassis 12VDC power supply. A built-in LED indicator shall indicate when the device is powered. The ports shall be reverse polarity protected.

BACKUP ALARM

A backup alarm rated at not less than 102 DBA shall be installed under the rear of the apparatus body that meets minimums requirements of NFPA 1901. It shall be automatically activated whenever the transmission is in the reverse mode of operation.

SAFE FLEET BACKUP SAFETY SYSTEM

An RVS-115 backup safety system shall be installed with four (4) sensors mounted in the rear tailboard of the vehicle and an LCD display with speaker mounted in the cab. The system shall be activated when driver switches the transmission into reverse. The system shall alert the driver of potential obstacles. The audio pulse intensity shall increase and the audio frequency change as the vehicle backs closer to the obstacle. Location of the LCD display shall be determined at the preconstruction meeting.

REAR VISION COLOR CAMERA SYSTEM

A color camera shall be installed on the upper rear body.

5. The camera shall provide high-resolution Color and be mounted in an anti-corrosion aluminum alloy housing.
6. Pixel resolution of the camera shall be not less than 510(H) x 492(V). It shall be IP68 rated for water and dust protection.
7. The camera shall feature a photo sensor and (16) infrared LEDs for low-light/no-light conditions and shall have a minimum 110-degree viewing angle.
8. The image shall be displayed on the LCD Vista color screen in the console.
9. It shall be automatically displayed whenever the vehicle is in the reverse mode of operation or manually activated by a separate activation switch location on the Vista control panel.

TELESCOPING POLE FOR WEATHER GREEN COMMAND BEACON

A five (5) foot push-up type pole shall be bolted to the rear of the apparatus body. Positioning shall permit the command beacon to be positioned, in the fully extended position, as high above the body as position. At a minimum, the pole shall be constructed of 6063 aluminum, deep etched and clear anodized to a 204-R1 specification and shall comply with Military Specification 171 (Mil-A8625c-class1). The pole shall rotate 360 degrees left and right.

CARBON MONOXIDE MONITOR

A wall mounted carbon monoxide (CO) monitor shall be installed in the personnel compartment next to the entrance door to monitor and alert of accidental build-up of this deadly gas within the confines of the compartment without detection. The monitor shall be placed near the entrance door of the specified compartment.

CAT6/RJ45 DATA JACK

Two (2) CAT6/RJ45 phone jack shall be installed above the work surface at each workstation.

LCD MONITOR - 20"

Two (2) minimum 20" HD monitors shall be installed on the street side workstations. They shall feature not less than a 1600 x 900 resolution and 1000:1 contrast ratio.

INSTALL CUSTOMER SUPPLIED RADIO

The purchaser shall supply the final stage manufacturer with a customer supplied radio for subsequent installation in the completed apparatus. Brand and Model shall be determined at the pre-construction meeting.

- The radios shall be shipped to the manufacturer upon notification of start of production.
- The radios shall be shipped complete with radio manufacturers supplied mounting brackets and all wiring harnesses.
- The manufacturer shall connect the radio power interface to an isolated circuit direct from the chassis battery.
- Measures shall be taken to insure minimal RFI.
- Apparatus manufacturer shall not be responsible for tuning of the antenna or frequencies.

ANTENNA COAXIAL PRE-WIRING

Two (2) two-way radio coaxial cable shall be routed from cab chassis roof to the center cab console on the floor. The termination point at the radio site shall have a PL259 connector soldered to the coaxial. The termination point at the antenna site shall be supplied with 1-1/8" brass base for a Motorola antenna.

Twenty (20) two-way radio coaxial cables shall be routed from modular roof to the computer cabinet located interior street side wall. The termination point at the radio site shall have a PL259 connector soldered to the coaxial. The termination point at the antenna site shall be supplied with 1-1/8" brass base for a Motorola antenna.

VOICE INTERCOM

A Fire Research model ICA400 voice intercom shall be provided that permits two-way voice communication between the master and remote monitoring stations.

- The two-way intercom system shall include a master station with volume and Push-To-Talk (PTT) controls and a remote station that provides hands-free operation.
- The remote station shall always be in the transmit mode unless interrupted by a transmission from the master station.
- The master intercom station shall be installed on the center cab console. The remote station shall be installed on the street side workstation.

120/240VAC ELECTRICAL SYSTEM REQUIREMENTS

General Requirements: The complete wiring and electrical installation shall conform to the current National Electrical Code (NEMA) applicable to mobile applications, except where superseded by NFPA. #1901 Chapter 19 standards. All electrical equipment installed shall be suitable for intended use and type locations (wet, dry, or underbody and chassis).

The system shall be installed or supervised by a licensed electrical technician(s) to assure the required level of safety and protection to the fire apparatus operators.

The wiring, electrical fixtures and components shall be to the highest industry quality standards available on the open market. The equipment shall be the type as designed for mobile type installations subject to vibration, moisture, and severe continuous usage. For this reason, use of any solid conductor (non-stranded) wiring, such as Romex, shall not be accepted.

The following electrical components and wire shall be the minimum acceptable standard for this type of apparatus:

- Wiring: All AC electrical primary wiring rated at 20 amps and higher shall be fine stranded copper type THNN. THNN cable is much more flexible for mobile routing applications and is required in lieu of industry standard THHN, which is not as flexible. The wire shall be sized to load and circuit breaker rating.

Electrical cables or conduit shall not be attached to chassis suspension components, water, fuel or brake lines, 12VDC wiring or harnesses and not be within 12 inches of any exhaust system component or 6 inches of fuel lines.

- Circuit Breaker Box: The circuit breaker box shall be equal in quality to Square D with a hinged cover or door. All circuit breakers shall be switch rated and sized to load demand.

- Receptacle and Inlet Devices: Any exterior outlets specified herein shall be mounted in cast aluminum or zinc die cast boxes with weather resistant snap open covers. An isolation gasket shall be used whenever any portion of the outlet or covers comes into contact with a body panel.

  Where subjected to wet locations, the receptacle outlet and inlet devices, including those on hardwired remote power distribution boxes, shall be of grounding type provided with a wet location cover and installed in accordance with Section 210-7 Receptacles and Cord Connections of the NEC.

  All receptacles located in wet locations shall be installed in a plane from vertical not less than 24 inches from the ground.

  All receptacles located in a dry location shall be of the grounding type.

  All receptacles shall be marked with the type of line voltage (120 volts or 240 volts) and the current rating in amps. If the receptacles are direct current, or other than single phase, they shall be so marked.

- Labeling: All circuit breakers, outlets, fixtures, or appliances shall be properly labeled identifying voltage and amperage rating. The labels shall display a minimum 14 pt. letters or numerals and be of a contrasting color to the apparatus background surface to which they are affixed. If imprinted labels are utilized, they shall have a clear Mylar type surface coating that prevents smearing or damage by weather or petro-chemicals.

- Load Balance: To provide proper loading and efficient generator operation, the 120 volt wiring shall be split to permit a balanced load condition.

- Grounding: Grounding shall be in accordance with Section 250-6 "Portable and Vehicle Mounted Generators" of the NEC. Ungrounded system shall not be used. Only stranded or braided conductors shall be used for grounding and bonding.

  An equipment grounding means shall be provided in accordance with Section 250-91 (Grounding Conductor Material) of the NEC.

  The grounded current carrying conductor (neutral) shall be insulated from the equipment grounding conductors and from the equipment enclosures and other grounded parts. The neutral conductor shall be colored white or gray in accordance with Section 200-6 (Means of Identifying Grounding Conductors) of NEC.

  In addition to the bonding required for the low voltage return current, each body and driving or crew compartment enclosure shall be bonded to the vehicle frame by a copper conductor. This conductor shall have a minimum amperage rating of 115 percent of the nameplate current rating of the power source specification label as defined in Section 310-15 (amp capacities) of the NEC. A single conductor, properly sized to meet the low voltage and line voltage requirements shall be permitted to be used.

All power source system mechanical and electrical components shall be sized to support the continuous duty nameplate rating of the power source.

- Over-current Protection: The conductors used in the power supply assembly between the output terminals of the power source and the main over current protection device shall not exceed 144 inches in length, unless used on trailer applications.

  For fixed power supplies, all conductors in the power supply assembly shall be type THNN, THW, or use stranded conductors enclosed in nonmetallic X-Flex, Liquid Tite or equal flexible conduit rated for a minimum of 194 degrees F.

  For portable power supplies, conductors located between the power source and the line side of the main, over-current protection shall be Type SOW or Type SEO with suffix WA flexible cord rated for 600-volts at 194 degrees F.

- Wiring Methods: Fixed wiring system shall be limited to the following:
  - Metallic or nonmetallic X-flex, Liquid Tite or equal flexible conduit rated at not less than 194 degrees F.
  - Type SOW or Type SEO cord with a WA suffix, rated at 600-volts at not less than 194 degrees F.
  - Electrical cord or conduit shall not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump plumbing, hydraulic lines, exhaust system components, or low voltage wiring. In addition, the wiring shall be run as follows:
  - Separated by a minimum of twelve (12) inches, or properly shielded from exhaust piping.
  - Separated from fuel lines by a minimum of six (6) inches.
  - Electrical cord or conduit shall be supported within six (6) inches of any junction box and at a minimum of every 24-inches of continuous run. Supports shall be made of nonmetallic materials or corrosion protected metal. All supports shall be of a design that does not cut or abrade the conduit or cable and shall be mechanically fastened to the vehicle.

- Wet Locations: All wet location receptacle outlets and inlet devices, including those on hardwired remote power distribution boxes, shall be of the grounding type provided with a wet location cover and installed in accordance with Section 210-7 "Receptacles and Cord Connections" of the NEC.

  All receptacles located in a wet location shall be not less than 24 inches from the ground. Receptacles on off-road vehicles shall be a minimum of 30 inches from the ground.

  The face of any wet location receptacle shall be installed in a plane from vertical to not more than 45 degrees off vertical. No receptacle shall be installed in a face up position.

- Dry Locations: All receptacles located in a dry location shall be of the grounding type. Receptacles shall be not less than 12 inches above the interior floor height.

  All receptacles shall be marked with the type of line voltage (120-volts or 240-volts) and the current rating in amps. If the receptacles are direct current, or other than single-phase, they shall be so marked.

- Listing: All receptacles and electrical inlet devices shall be listed to UL 498, Standard for Safety Attachment Plugs and Receptacles, or other appropriate performance standards. Receptacles used for direct current voltages shall be rated for the appropriate service.

- Operational Test to NFPA 1901, section 23.16: The following test shall be performed by the apparatus manufacturer prior to final delivery to test and certify that the power source and any devices that are attached to the line voltage electrical system are properly connected and in working order.

  - The prime mover shall be started from a cold start operation and the line voltage electrical system loaded to 100 percent of apparatus load or nameplate rating of power source whichever being the lesser. The following information shall be recorded:

    The cranking time until the prime mover starts and runs, if applicable.
    - The voltage, frequency, and amperes at continuous full rated load.
    - The prime mover oil pressure, water temperature, transmission temperature, hydraulic temperature, and the battery charge rate, as applicable.
    - The ambient temperature and altitude.

  - The power source shall be operated at 100 percent of apparatus load or of its nameplate voltage rating (whichever is the lesser) for a minimum of two (2) hours in accordance with NFPA 1901 and U.L. (See U.L. testing requirements).

  - When the line voltage power is derived from the vehicles low voltage system, the minimum continuous electrical load as defined in Chapter 9 shall be applied to the low voltage electrical system during the operational test. Any termination of line voltage power by the low voltage load management system shall be noted and the duration of the periods of line voltage power source shutdown shall be recorded.

  - The results of the U.L. test listed in this section shall be supplied to the purchaser at the time of delivery *(portable generators are excluded).*

- Wiring Schematics: An electrical wiring schematic diagram generated by a CAD program shall be provided with the completed apparatus. It shall be an as built schematic listing the agency name and the serial number of the body. An indicative schematic shall be enclosed with the bid response.

DIESEL GENERATOR - 8.0KW

Manufacturer:	Power Tech
Model:	PT-8000
Voltage:	120/240
Amperage:	66/33
Alternator:	brushless with automatic voltage regulator
Engine:	Diesel, water-cooled Kubota
Engine type:	4-cycle, indirect-injection
Cylinder arrangement:	3 inline
Rated RPM	1800
Maximum horsepower, continuous	13.6
Governor:	Mechanical
Air Cleaner Type:	Dry

Filters:	spin-on oil and fuel
Exhaust:	stainless steel flex with exhaust silencer
Engine and alternator cooling:	fan guards with suction fan
Engine Shut-down modes:	Automatic low oil pressure, high water temperature
Battery charging alternator:	12-volt, 30 amp
Fuel prime pump:	Electric fuel lift
Recommended fuel:	#2 diesel, low sulfur
Mounting:	4-point with vibration isolators
Serviceability:	one-sided (air filter, fuel filter, lube oil filter, oil drain, oil check, and water drain)
Remote control panel:	One-touch remote start trigger; DC power supply voltage measurement; AC output voltage and current measurements; AC outlet frequency measurement; blink code fault reporting; oil pressure display; coolant temperature display; event recording; load profiling
Fuel consumption:	0.72 gal/hr. 0.60 gal/hr. 0.38 gal/hr. 0.25 gal/hr.
Weight:	420 lbs.
Dimensions:	Length: 36.4" Width: 24.9" Height: 19"

The exhaust shall terminate and exit on the street side of the vehicle.

A remote panel shall be installed cab console. It shall feature a hour meter and start/stop switch.

A remote panel shall be installed on the interior power distribution panel. It shall feature an hour meter, start/stop switch, analog coolant temperature and oil pressure gauge.

Four (4) air bag type vibration isolators shall be installed between the generator assembly and the floor.

A heated fuel water separator shall be integrated between the fuel tank and the engine.

The muffler and any exposed exhaust piping that is exposed in front of the generator installation shall be provided with a thermal blanket.

UL CERTIFIED DIELECTRIC VOLTAGE WITHSTAND TEST

The generator and all related electrical systems shall be independently tested and certified in writing by Underwriters Laboratories (UL). The testing shall conform to NFPA 1901, Chapter 23.16.2 requirements.

The wiring and permanently connected devices and equipment shall be subjected to a dielectric voltage withstand test of 900 volts for 1 minute.

The dielectric tester shall have a 500 volt-amperes (VA) or larger transformer, with a sinusoidal output voltage that can be verified.

The testing shall be performed by the apparatus manufacturer during final quality control assurance test prior to final delivery.

The test shall be conducted as follows:

- Isolate the power source from the panel board and disconnect any solid state low voltage components.
- Connect one lead of the dielectric tester to all the hot and neutral busses tied together.
- Connect the other lead to the fire apparatus frame or body.
- Close any switches and circuit breakers in the circuits.
- Apply the dielectric voltage for 1 minute in accordance with the testing equipment manufacturer's instructions.

The electrical polarity of all permanently wired equipment, cord reels, and receptacles (as applicable) shall be tested to verify that wiring connections have been properly made.

Electrical light towers, floodlights, motors, fixed appliances, and portable generators (as applicable) shall be operated at their full rating or capacity for 30 minutes to ensure proper operation.

Testing procedures shall be conducted as outlined in NFPA 1901, Chapter 23.16.5.3. ***The results of each test shall be recorded, with the name of the end user on the certification certificate and provided with the delivery documentation.***

120/240VAC POWER DISTRIBUTION CENTER

The line voltage electrical system shall comply with applicable NFPA 1901 standards and with applicable sections of the National Electrical Code #70 standards. Line voltage carrying equipment downstream of the power source shall be "listed" (where applicable) in accordance with manufacturer's instructions.

A 120/240VAC power distribution center shall be installed on the power distribution cabinet. The power enclosure shall accommodate the following:

- Power Distribution Panel shall be mounted on swing out service access door
  - 120VAC breaker switches with legends in three rows (24-total)
  - 240VAC breaker switches with legends (2, plus Main)
- 100-amp transfer switch with legends from generator to shore power
- Digital ammeter/voltmeter with low and high voltage alarm

- Line voltage test selector switch
- Reverse polarity warning indicator light

A 100-amp main over current protection device shall be provided that is either incorporated in the power source or is connected to the power source by a power supply assembly.

- The size of the main over current protection device shall not exceed 125 percent of the nameplate amperage rating on the power source specification label or the rating of the next larger available size over current protection device where so recommended by the power source manufacturer.

GROUND CABLE AND CLAMP 15FT

(1) Spring rewind reel with 15 foot of 300 amp ground cable and a clamp shall be furnished along with a 24" grounding rod.

50-AMP SHORE-POWER INLET

A 50 amp, 240VAC inlet equal to Bryant 6374CR and connector equal to Bryant 6364CR shall be installed on the street side exterior body. It shall be connected directly into the main circuit breaker panel. The shore-power connection shall power all 240/120VAC circuits on the apparatus. A metallic tag reading SHOREPOWER shall be installed above the inlet.

DROP CORD TO SHOREPOWER

A minimum 50-ft long power cord rated at minimum 50-amps shall be supplied with the completed apparatus. It shall be a male twist-lock outlet on one end and a female receptacle on the opposite end.

AUTOMATIC POWER TRANSFER RELAY

There shall be an automatic power transfer relay incorporated in the 120/240VAC electrical system that automatically transfers power from the shore-power input to the power distribution panel that prevents back feed into the generator whenever the shore-power is plugged into an outside power source. The circuit shall be rated at 50 amps and power the circuits for the battery charger.

ISOLATED BODY BATTERY SYSTEM

A separate battery system shall be installed within the body that permits totally separate operations of all 12vdc system (except emergency and ICC lights) on the body.

- The system shall include two (2) Optima brand Yellow-Top series batteries rated at 950 CCA each
- Installed in an exterior body within a noncorrosive battery box.
- The batteries shall be wired using 1/0 cable with heat shrink on all terminal points.
- A 80-amp battery charger/conditioner with a micro-processor-controlled system that constantly monitors the battery voltage and use to ensure a rapid, yet safe re-charge shall be connected to the generator and shore-

power connections and shall provide power to all body mounted 12vdc components, except emergency and DOT lights.

- The batteries shall be provided an interconnect controller that is used to charge two batteries from a single or multiple power sources.
- The separator logic disconnects the two circuits when the voltage falls below battery resting voltage.
- The bi-stable solenoid remains open or closed without parasitic coil loss.
- The solenoid is rated for 300 Amps continuous and 2400 Amps momentary overload with 500 VAC minimum electrical isolation.
- The solenoid contact voltage drop is 0.15 Volts at 300 Amps resistive load with a rated life of 50,000 cycles at full load.

EXTERIOR DUPLEX OUTLET

Two (2) 20 amp (5-20), 120VAC duplex outlet mounted in a weatherproof exterior housing with spring-loaded covers and wired with 12/3 THNN wire shall be installed on the rear body.

- They hall be protected with a GFI circuit breaker.
- A sub-surface screen printed polycarbonate label with chrome bezel reading "120VAC-20A" shall be installed above each outlet.

INTERIOR DUPLEX OUTLET

Ten (10) 20 amp, 120VAC house type duplex outlet wired with 12/3 THNN wire shall be installed in the body determined by the interior layout.

- They shall be protected with a GFI circuit breaker.
- Cover plate shall be stainless steel.
- A sub-surface screen printed polycarbonate label with chrome bezel reading "120VAC-20A" shall be installed above each outlet.

OUTLETS, 120VAC PLUG MOULDING STRIP

One (1) 120VAC, 15 amp, GFCI protected plug molding strip outlets with plugs spaced approximately 6" apart shall be installed as follows: Equipment Rack

- The plug molding strip shall have an anodized aluminum exterior finish.
- A sub-surface screen printed polycarbonate label reading "120VAC-15A" shall be installed on the outlet strip.

POP-UP POWER & COMMUNICATIONS PORT

Located on rear conference room wall shall be a power and communications port with the following functions:

- (2) 110V, 15-amp power ports
- (1) CAT 6 data port - routed to front communications console
- (1) VGA 15-pin connector routed to monitors
- It shall feature a one-touch pop-up reveal panel and flush mount in the tabletop surface.
- (1) dual port USB power port

120VAC ROOF MOUNTED AIR CONDITIONER

One (1) Coleman Polar Mach model 9204 roof-mounted 120VAC RV type air conditioners rated at a minimum of 15,000 BTU each shall be provided for cooling/heating of the interior workspace.

a. The system shall be provided with a circuit that permits use from either the on-board generator or the shore-power outlet.
b. The unit shall be controlled by a wall mounted thermostat. The unit shall be equipped with a 100% condensate water removal system.

120V WALL MOUNT HEATER

There shall be a 1500 watt, 120 volt heater flush mounted into the wall of the personnel compartment. It shall be thermostatically controlled.

REFRIGERATOR/FREEZER

A Norcold model DE-0751BB combination 12VDC and 120VAC refrigerator/freezer shall be installed. It shall feature an easy access door on the front with an interior volume of 2.7 cu. ft. The unit shall act as refrigerator or freezer, based on the thermostatic setting. The compressor shall be hermetically sealed and self-lubricating. The system refrigerate shall be ozone safe. The unit shall automatically switch from DC to AC power, when AC power is available.

MISCELLANEOUS EQUIPMENT & SERVICES REQUIREMENTS

ABC FIRE EXTINGUISHER

A Badger or equal 5 lb. ABC rated dry chemical fire extinguisher shall be provided complete with wall mounting bracket.

DOT SAFETY KIT

Prior to departure from the manufacturing site, the completed apparatus shall have a DOT compliant safety kit placed in the cab within reach of driver containing the following equipment: one set of triangle markers; one (1) 12v flashlight; one (1) 2-1/2# BC fire extinguisher; and plastic carrying case.

OWNER'S MANUAL

An Owner's Manual shall be provided in two formats: (1) a hardcopy inside a 3-ring binder and digital version on a CD ROM. They shall, at a minimum, contain the following data:

- Customer name, address and contact information
- Customer Service contact information
- All "as wired" schematics for both 12VDC and 120/240VAC systems.
- Alternator SAE Rating
- Electrical system amperage draw report
- CD-ROM of electrical system programming and schematics stored in a plastic sleeve.
- Battery quantity, size and cranking amp rating
- Apparatus manufacturer's name, model and production identification number
- Chassis manufacturer's name, model and serial number
- Engine make, model, horsepower rating
- Engine oil type and capacity
- Transmission make, model, fluid capacity
- GAWR of front and rear axles
- Front and rear tire size and total rated capacity in pounds
- Completed apparatus weight certificates (front axle, rear axle, total)
- Completed apparatus weight distribution (at time of delivery)
- Fuel type and tank capacity
- Urea tank capacity (if applicable)
- U.L. certification documents (as applicable)
- Operational and troubleshooting procedures.
- Paint brand and code(s)
- Key codes (cab, body, ancillary compartments)
- All data, operations manuals, warranty information and schematics, as supplied by installed component manufacturers.
- Body, frame and paint warranty documents.

The manufacturer's and applicable dealer's telephone numbers and contact person(s) names shall be supplied within the binder.

FUEL TANK FILLED AT DELIVERY

The fuel tank shall be filled upon final delivery to the Nassau County DPW.

FINAL DELIVERY

The completed apparatus shall be delivered, under its own power, to the location specified at the pre-construction conference.

PRE-CONSTRUCTION CONFERENCE

Immediately after notification of contract award, the successful bidder shall schedule a pre-construction conference between the appointed representatives of the purchaser and the contractor. The conference shall be held not later than 30 days after notification at the Nassau County Fire Communications Office. The contractor shall present a set of final engineering construction drawings and line item production shop order complying with

the specifications outlined herein. Should the purchaser deem that the contractor has not properly interpreted the specifications or does not intend to manufacture the emergency vehicle as specified, appropriate corrective actions shall be agreed upon and the conference shall be rescheduled. Should the purchaser determine, at the second conference, that the contractor remains unable to meet the intent of the specification; the contract may be deemed null and void.

FACTORY FINAL INSPECTION

A factory final inspection shall be conducted prior to release of the completed apparatus for delivery. The inspection shall verify compliance to the specifications and fit and finish. Expenses for travel for (3) persons shall be included in the contract price and include airfare; hotel accommodations; rental car (as applicable); and meals while at the factory. Upon correction of any discovered discrepancies, the vehicle shall be released for delivery under its own power to the appointed destination. A final acceptance inspection shall be conducted upon arrival to ensure all discovered discrepancies have been properly corrected.

VT Hackney

A company of VT Systems

NASSAU COUNTY FIRE MOBILE COMMAND UNIT	NASSAU COUNTY FIRE MOBILE COMMAND UNIT

Sales Rep: **Terms:**

Drawing #:
Est. Delivery Date: / /
Customer PO #: **Penalty:**
Customer #:
QPF #:

Exp. Date: 06/18/2017
Quote No: -
BODY: CM1400 COMMAND 14-FT - revised 08/12

08/03/2018

PART NO	DESCRIPTION	QTY
	== COMMAND 14-FT - revised 08/12 - 1.001 ==	**1**
00-00-0000	=== QW Release - Effective 09/17 ===	1
02-10-1010	OAH Restriction - Specify	1
02-10-1110	OAL Restriction - Specify	1
05-00-0010	INTENT OF SPECIFICATIONS - COMMAND/TACTICAL	1
	CAB AND CHASSIS	**1**
10-04-5210	FORD F-550 - 2-DR/4WD XL-108"CA -193 WB	1
	CHASSIS RELATED OPTIONS	**1**
10-19-0100	FLUID LEVEL DATA - ELECTRONIC DISPLAY	1
10-19-1025	"MUST BE SEATED AND BELTED" - WARNING PLATE	1
10-19-1050	"SEATING OCCUPANCY" - WARNING PLATE	1
10-99-2510	EXHAUST PIPE EXTENSION - FORD SUPER-DUTY	1
11-33-0802	GROUND LIGHTS - TECNIQ LED - FRONT CAB DOOR (PR)	1
12-10-5000	RUNNING BOARDS - TREADPLATE - F550 2-DR	1
16-10-1000	TOW EYES - RECESSED (SF MODELS ONLY) (PR)	1
	BODY and FRAME OPTIONS	**1**
20-00-3215	MOUNT COMMANDER BODY - 15-19-ft	1
20-05-0000	BODY CONSTRUCTION - COMMANDER SERIES - Bid Format	1
20-20-1500	BODY, CM1500 COMMANDER	1
20-49-9000	OVERALL HEIGHT PLATE - NFPA	1
	BODY OPTIONS	**1**
20-51-0110	ROOF, BRIGHT ALUMINUM TREADPLATE - STD PATTERN	1
20-70-0110	DOOR, SIDE PERSONNEL ENTRANCE - up to 74" H	1
20-70-0150	WINDOW, DOOR - 30"H X 18"W - SLIDING - clear anodized frame (EA	1
20-70-0161	GRAB RAIL - CURVED - STD DOOR	1
20-70-0181	WINDOW - BODY - 18"H X 36"W - SLIDING (EA) - Solar Tint	1
20-70-1000	EXTERIOR COMPARTMENT CONSTRUCTION	1
20-70-1010	GENERATOR COMPARTMENT CONSTRUCTION	1
20-70-1101	HINGED COMPARTMENT DOOR CONSTRUCTION	1
20-70-SPO1	POWER DOOR LOCK (BODY)	7
20-71-0120	FRONT BODY PANEL - PAINTED	1
20-71-0320	FENDERETTES, STAINLESS STEEL (PR)	1

PART NO	DESCRIPTION	QTY
20-71-1291	RUB RAILS, LOWER BODY - C-CHANNEL - up to 15-ft Body	1
20-71-2600	ROOF ANTENNA MOUNTING RAILS - (2) 58"	1
20-72-2000	FUEL FILLER - W/HINGED ACCESS DOOR - CPI	1
20-72-2195	DEF FILL - AJACENT TO FUEL FILL	1
20-72-3000	ULTRA-LOW SULFUR DIESEL FUEL ONLY LABEL	1
	INTERIOR PERSONNEL COMP'T OPTIONS	1
21-01-1501	INTERIOR WALLS, CEILING & INSULATION - CARPETED -15-ft	1
21-08-0200	CABINET - CONSTRUCTION	1
21-08-0240	CABINET - CLOSET - 22W X 60 3/4H X 28D HANGING ROD AND (3) ADJ SHELVES	1
21-08-0243	CABINET - UPPER - 77W x 16H x 14D - FOLD UP DOORS	1
21-08-0519	CABINET, LOWER W/FRIG - 23.75W x 25H x 28D	1
21-08-0548	CABINET, FILE - 2-DRAWERS - BLACK POLYETHYLENE	2
21-08-0552	COMMS CONSOLE - 77"	1
21-08-0674	CABINET - ELECTRONICS RACK - 24W x 70 3/4H X 24"D	1
21-08-0741	CABINET - UPPER POWER DISTRIBUTION	1
21-08-0809	CONFERENCE TABLE - 60"L x 30"W - SOLID SURFACE	1
21-20-0100	CHAIR, SWIVEL LOW BACK TASK (EA)	2
21-20-0505	SEAT, BENCH - 2-MAN - 72"	1
21-20-0506	BACKREST CUSHION - 65"	1
21-20-0520	BENCH, SEAT - 3-MAN - 90"	1
21-20-0521	BACKREAST CUSHION - 89" 3-PC	1
21-25-0105	MARKER BOARD - WHITE DRY-ERASE - 36L X 20H	1
21-30-1014	FLOORING - LONSEAL SAFETY - 15-ft	1
21-49-SPEC	INTERIOR CONSTRUCTION STATEMENT - BID	1
	EXTERIOR BODY OPTIONS	1
22-21-0000	STONE GUARDS, FRT & REAR - D/P CORNERS (4)	1
22-21-0100	REAR DIAMOND PLATE KICK PANEL - ILOS	1
22-25-2000	BUMPER, REAR STEP BRIGHT TREAD PLATE	1
22-25-6260	STEP, SIDE DOOR MANUAL - SINGLE	1
22-40-3000	WHEEL CHOCK - ZICO AC-2 (EA)	1
22-40-3105	WHEEL CHOCK BRACKET - HORIZONTAL FOR ZICO AC-2 (EA)	1
22-50-3005	LICENSE FRAME W/LIGHT-SURFACE MNT-CPI C30004	1
22-51-1000	MUD FLAPS, REAR (PR) BLACK RUBBER	1
23-80-1000	TURTLE-TILE - UP TO 48"x40" (Black)	4
	EXTERIOR OPTIONS	1
26-00-0040	LABEL - "CAUTION - ROOF NOT WALKING-WORKING SURFACE"	1
	PAINT OPTIONS	1
40-00-0110	PAINT COMMANDER RESCUE BODY - ONE COLOR - STD 15-19	1
41-00-0000	DO NOT RE-PAINT CAB	1
42-12-0000	TOUCH-UP PAINT, ONE QUART	1
42-99-0000	UNDERCOATING CAB, FRAME & BODY	1
43-20-8001	CHEVRON STRIPE - REAR BODY - PRINTED	1
45-22-1000	CUSTOM LETTERING OR GRAPHICS -ALLOWANCE	1
	12VDC ELECTRICAL OPTIONS	1
50-00-0400	ELECTRICAL SYSTEM - V-MUX MULTIPLEX - Bid Format	1
50-00-2110	PANAVISE SWIVEL MOUNTING BRACKET	1
50-03-0001	TEMPERATURE SENSOR & READ-OUT - EXTERNAL	1
50-05-0000	AMP DRAW REPORT - NFPA 1901, Section 9-15	1
50-06-0000	MESSAGE DISPLAY - DO NOT MOVE TRUCK	1
50-06-1100	SAFETY INTERLOCK SYSTEM - LIGHT DUTY CHASSIS	1
50-10-0012	CAB CONSOLE - FLOOR MOUNT - FORD F-550 - VISIONMUX/V-MUX	1
50-20-SP01	BRACKET-CCSRN36 SAPPHIRE SIREN WHELEN	1
	DOT LIGHTING	1
50-40-0100	CLEARANCE LIGHTS, LED & REFLECTORS	1
50-50-1000	STOP/TAIL/BACKUP/TURN - LED - WHELEN PLAST3V - C6 Series	1
	12VDC APPARATUS ILLUMINATION and OPTIONS	1
51-10-1810	SCENE LIGHT - SIDE - WHELEN M9 LED OPTI-SCENE (EA)	4
51-10-2850	SCENE LIGHT - REAR - WHELEN M9 LED OPTI-SCENE (EA)	2
51-11-0100	SCENE LIGHT - REAR REVERSE ACTIVATED - V-MUX	1
51-11-0150	SCENE LIGHT - SIDE REVERSE ACTIVATED - V-MUX	1

PART NO	DESCRIPTION	QTY
51-11-0170	SCENE LIGHT - SIDE TURN SIGNAL ACTIVATED - V-MUX	1
51-19-0110	GROUND LIGHTS - TECNIQ LED - UNDERBODY MOUNTED (EA)	5
	12VDC COMPARTMENT and INTERIOR LIGHTING	**1**
51-50-2500	COMPARTMENT LIGHT - 4" LED	5
51-51-7000	STEPWELL LIGHT - LED LINEAR	1
51-55-1000	COMP'T OPEN WARNING & AUTO ACTIVATION - V-MUX	1
51-65-1111	LIGHT - UNDER CABINET LED - RED/WHITE	1
51-65-1115	SWITCH, UNDER CABINET LIGHT	1
51-65-1210	DOME LIGHT - WHELEN SUPER-LED HI/LOW INTENSITY - 8" RED/CLEAR	8
52-50-0210	STREAMLIGHT FIRE VULCAN LED HANDLIGHT (EA)	4
	UPPER ZONE A FRONT CAB WARNING LIGHTS	**1**
54-01-SP01	WHELEN C9LRC RED SURFACEMAX - CLEAR LENS W/C9FC CHROMED BEZEL (ea)	7
	LOWER ZONE A - FRONT CAB WARNING LIGHTS	**1**
54-10-07RC	WHELEN C7LRC RED SURFACEMAX - CLEAR LENS W/C7FC CHROMED BEZEL (ea)	2
54-15-5000	HEADLIGHT WIG-WAG PATTERN - V-MUX	1
	LOWER ZONE B/D - CAB INTERSECTION WARNING LIGHTS	**1**
54-20-07RC	WHELEN C7LRC RED SURFACEMAX - CLEAR LENS W/C7FC CHROMED BEZEL (ea)	2
	LOWER ZONE C - REAR BODY WARNING LIGHTS	**1**
54-25-06RC	WHELEN C6LRC RED SURFACEMAX - CLEAR LENS W/C6FC CHROMED BEZEL (ea)	2
	UPPER ZONE B/D - SIDE BODY WARNING LIGHTS	**1**
54-30-09RC	WHELEN C9LRC RED SURFACEMAX - CLEAR LENS W/C9FC CHROMED BEZEL (ea)	4
	UPPER ZONE C - REAR BODY WARNING LIGHTS	**1**
54-31-09RC	WHELEN C9LRC RED SURFACEMAX - CLEAR LENS W/C9FC CHROMED BEZEL (ea)	2
54-34-1000	WHELEN BEACON LED -L32L4F GREEN LED WITH CLEAR LENS	1
	SIRENS and SPEAKERS	**1**
55-22-SP01	SIREN-WHELEN ELECTRONIC CCSRN36	1
55-30-1000	HORN/SIREN SWITCH	1
55-41-5001	SPEAKER, SIREN - F-550 - CPI THRU-THE-BUMPER (DRIVER - 2017)	1
	12VDC MISCELLANEOUS OPTIONS	**1**
57-50-0500	CLOCK - ATOMIC DIGITAL	1
57-50-SP01	SECURE - IDLE IGNITION OVERIDE PN-SI340U	1
58-50-1000	12VDC POWER STRIP - (6) TERMINALS - CAB	1
58-50-1100	12VDC POWER STRIP - (6) TERMINALS - BOD"Y	4
58-51-0120	POWER POINT RECEPTACLE - 12VDC IN BODY - (2)	2
58-51-0302	USB DUAL CHARGER PORT	3
58-80-1000	BACK-UP ALARM - FEDERAL 210333	1
58-82-0010	REARVIEW COLOR CAMERA WITH NIGHTVISION	1
58-82-SP01	REAR VIEW SAFETY BACK UP SENSOR SYSTEM RVS-115	1
58-85-0129	TELESCOPING POLE - FOR COMMAND BEACON LIGHT (GREEN)	1
58-90-0000	CARBON MONOXIDE MONITOR	1
	COMMUNICATIONS AND AUDIOVISUAL SYSTEMS	**1**
59-35-0550	CAT-6 INPUT & BOX	4
59-35-0552	PHONE JACK - CAT5/RJ45	4
59-40-0200	MONITOR - 20" LED	2
59-58-5900	RADIO, INSTALL CUSTOMER SUPPLIED	1
59-59-0000	ANTENNA COAXIAL W/CONNECTOR - MOTOROLA 17'	22
59-60-0150	INTERCOM, VOICE - FRC ICA400 - 2-STATION	1
59-70-0910	AIR COMPRESSOR - 12VDC PRE-WIRE ONLY	1
	240/120VAC ELECTRICAL OPTIONS	**1**
60-00-0500	ELECTRICAL - 120/240V - STANDARDS REQUIREMENTS	1
	GENERATOR and OPTIONS	**1**
61-00-1208	GENERATOR- POWER TECH 8.0KW DIESEL	1
61-00-1281	REMOTE PANEL - POWER TECH STANDARD	1
61-00-1282	REMOTE PANEL - POWER TECH DELUXE	1
61-00-1285	AIR BAG VIBRATION ISOLATORS (4)	1
61-00-1288	FUEL WATER SEPARATOR - HEATED	1
61-00-1291	THERMAL MUFFLER BLANKET	1
61-08-2000	UL DIELECTRIC VOLTAGE WITHSTAND TEST - U.L.	1
61-60-1500	POWER DISTRIBUTION PANEL - 2- POLE w/TRANSFER SWITCH	1
61-61-SP01	15FT GROUND CABLE AND CLAMP AND 24" ROD	1

PART NO	DESCRIPTION	QTY
	120/240VAC OUTLETS, REELS and OPTIONS	1
62-20-4000	SHOREPOWER INLET, 50 AMP TO BREAKER PANEL	1
62-30-7150	DROP CORD - 50AMP w/CONNECTORS - 50-ft	1
62-75-0030	POWER TRANSFER RELAY, AUTOMATIC - 50 AMP	1
62-80-0300	BATTERY SYSTEM - SEPARATE BODY	1
63-00-1000	OUTLET 120V DUPLEX EXTERIOR WEATHERPROOF 20A	2
63-10-1000	OUTLET 120V DUPLEX INTERIOR W/GFI, 20A (EA)	10
63-10-3500	OUTLET STRIP - PLUG MOLDING - up to 6' Section	1
63-10-3600	POWER COMMUNICATIONS FLIP-UP PANEL	1
	120/240VAC MISCELLANEOUS OPTIONS	1
68-00-1010	AIR CONDITIONER, 120V ROOF MOUNTED RV TYPE	1
68-10-1000	HEATER, 1500W 120V - FLUSH WALL MOUNT (EA)	2
69-10-0050	REFRIGERATOR/FREEZER - NORCOLD DE-0751BB - 2.7 CU.FT.	1
	MISCELLANEOUS EQUIPMENT and SERVICES	1
89-15-0000	FIRE EXTINGUISHER - 5# ABC BADGER	1
89-99-9600	DOT SAFETY KIT	1
	ADMINISTRATIVE - FIXED	1
98-00-5104	FINAL QC - COMMAND	1
98-01-1000	MANUAL, HACKNEY OWNERS W/SCHEMATICS	1
98-10-1500	PRE-DELIVERY CLEAN-UP - CAB & BODY	1
98-11-1000	FUEL TANK FULL AT FACTORY DELIVERY (up to 50-gallon tank)	1
99-10-0000	DELIVERY EXPENSE - HACKNEY 550 MILES	1
99-15-0005	PRE-CONSTRUCTION CONFERENCE - FACTORY VISIT - DEALER	1
99-20-0100	INSPECTION TRIPS - DEALER	1

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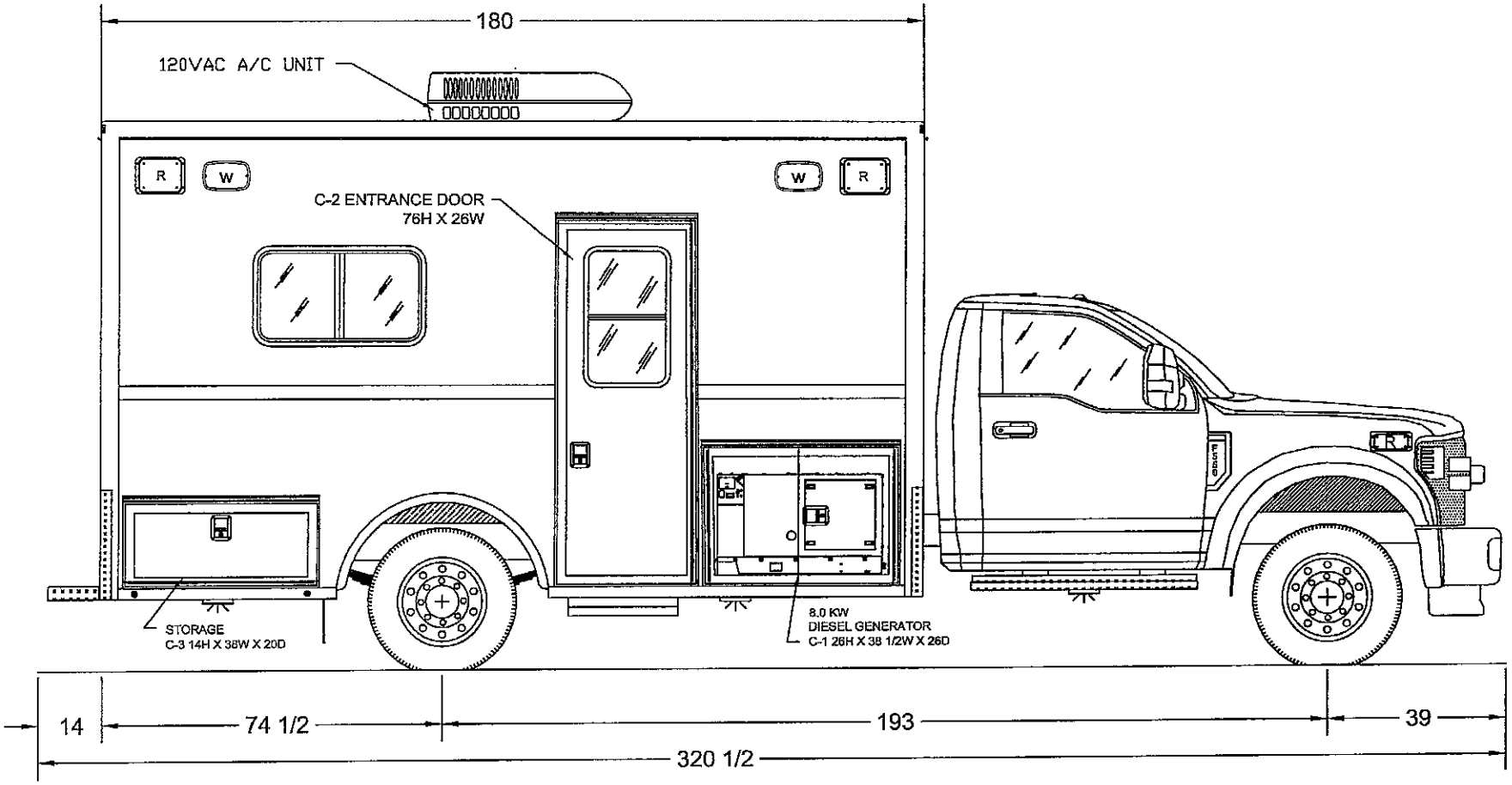

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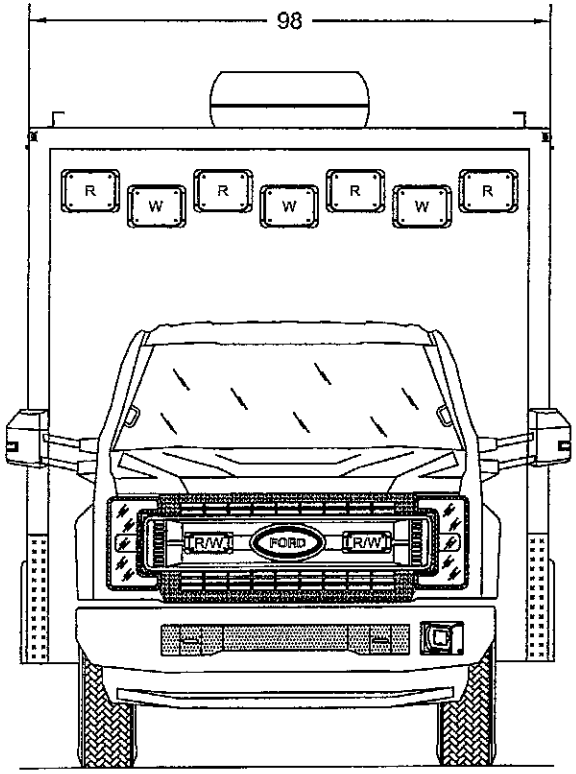
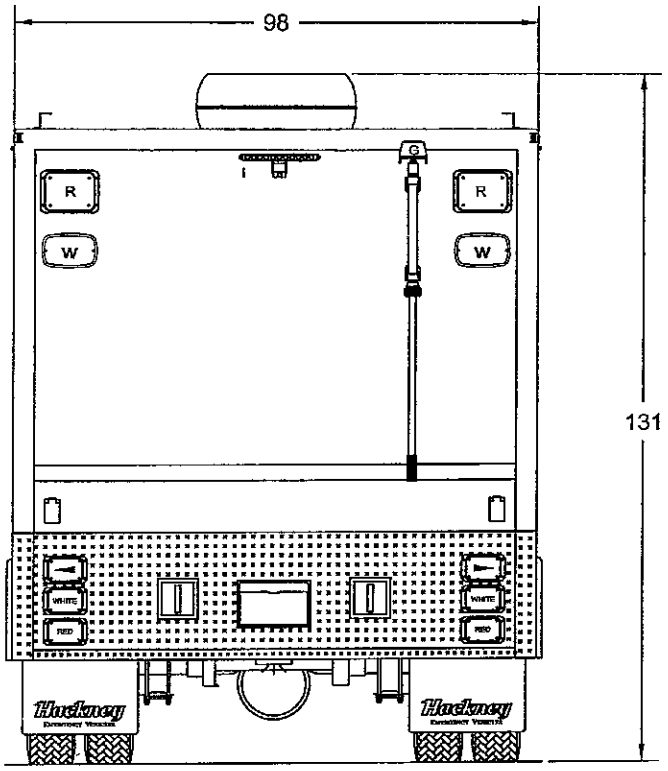


FRONT VIEW



REAR VIEW

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Hackney Kidron

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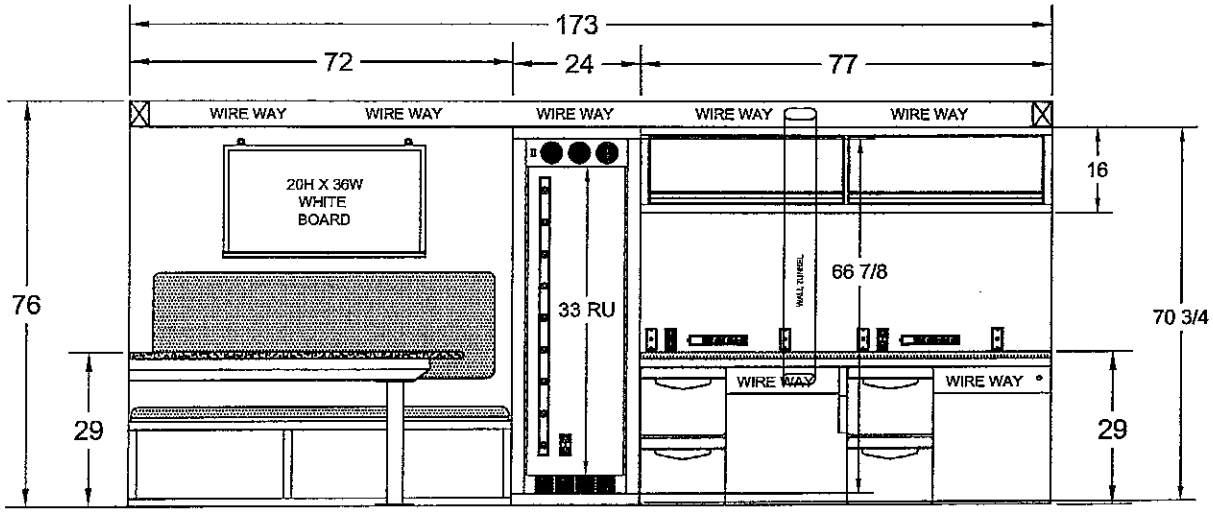

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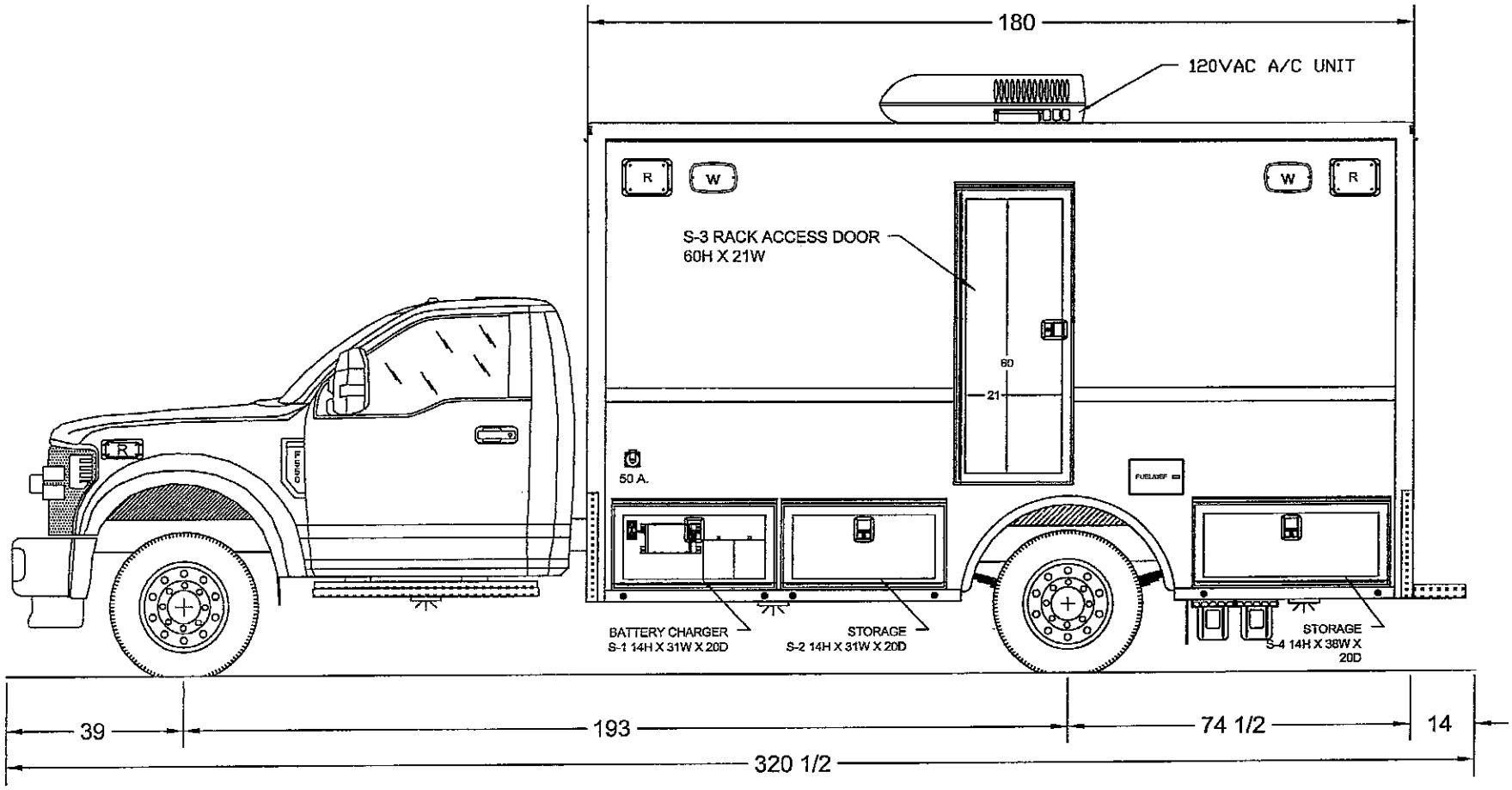

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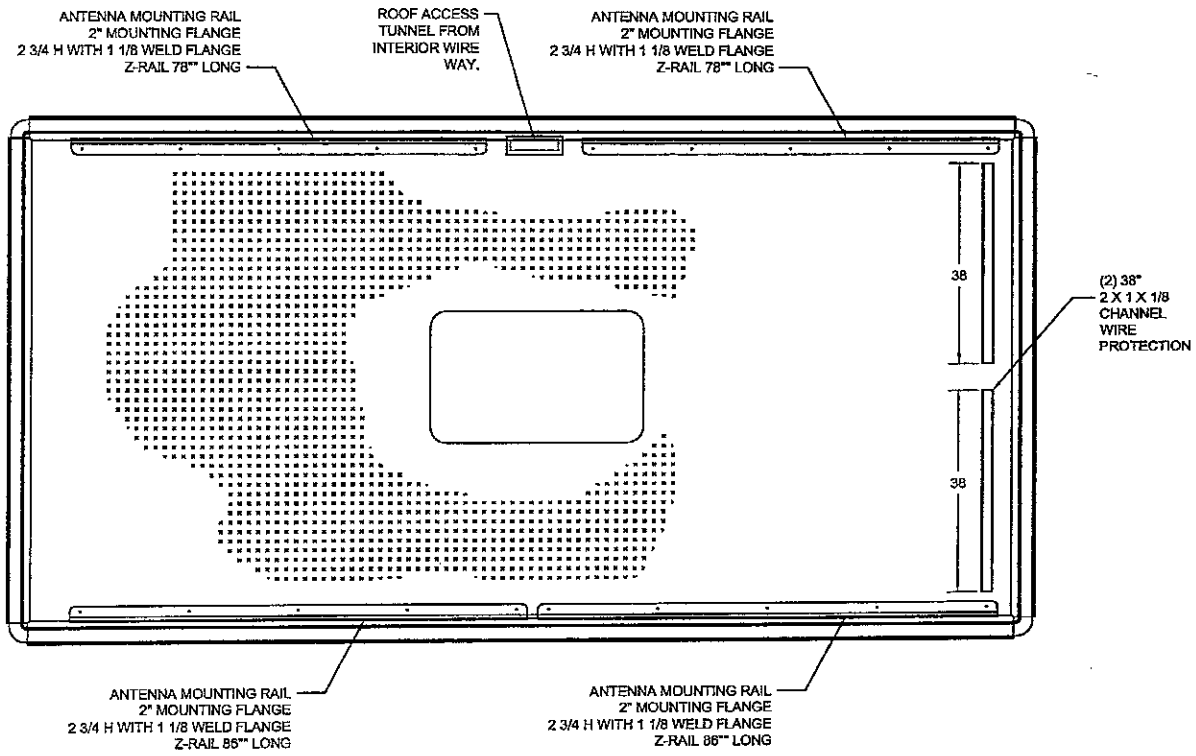

ROOF LAYOUT

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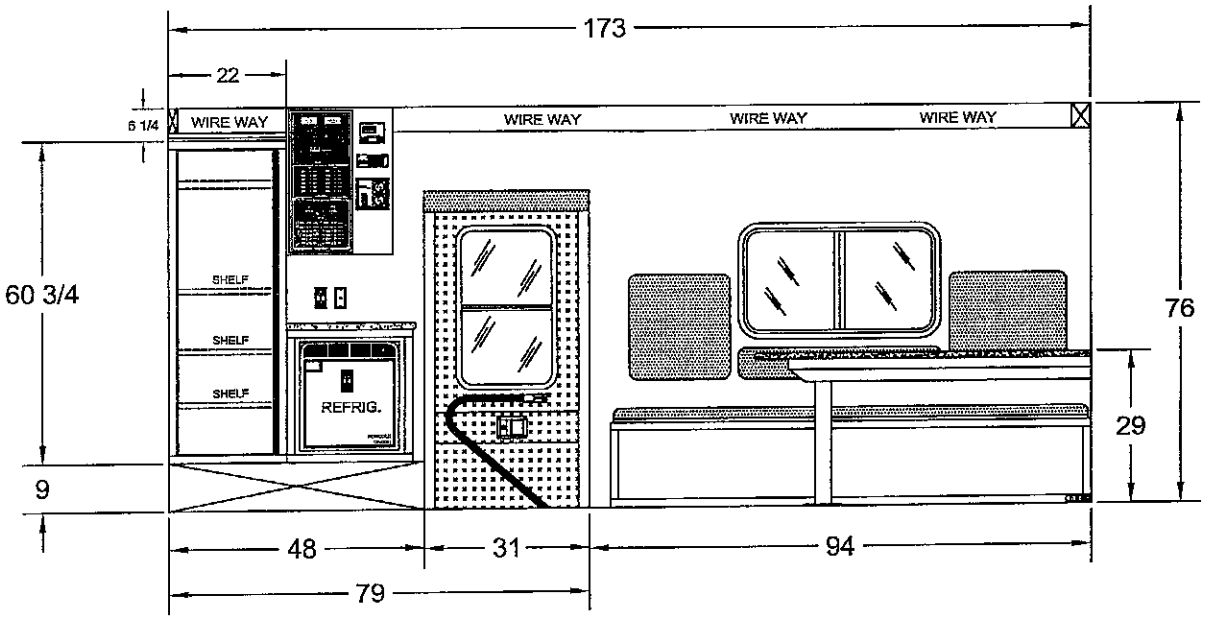

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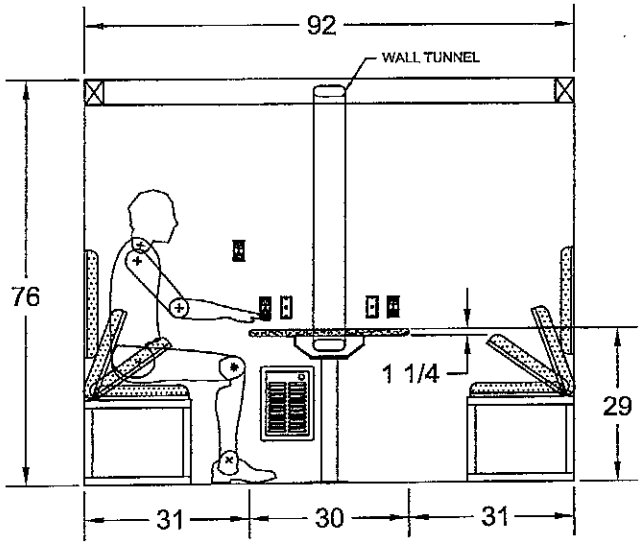
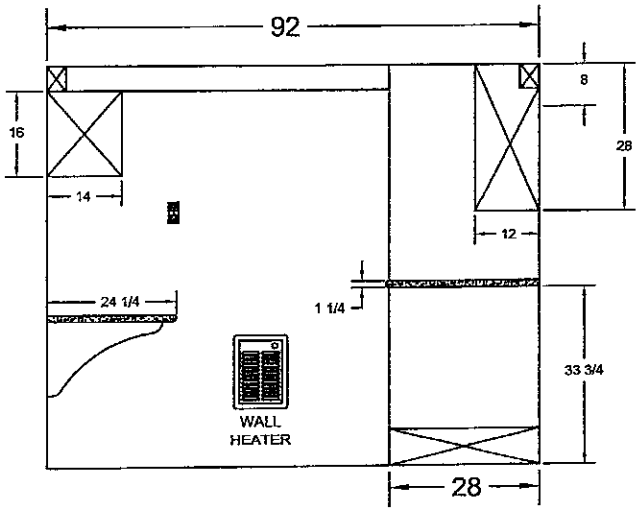


REAR INTERIOR WALL



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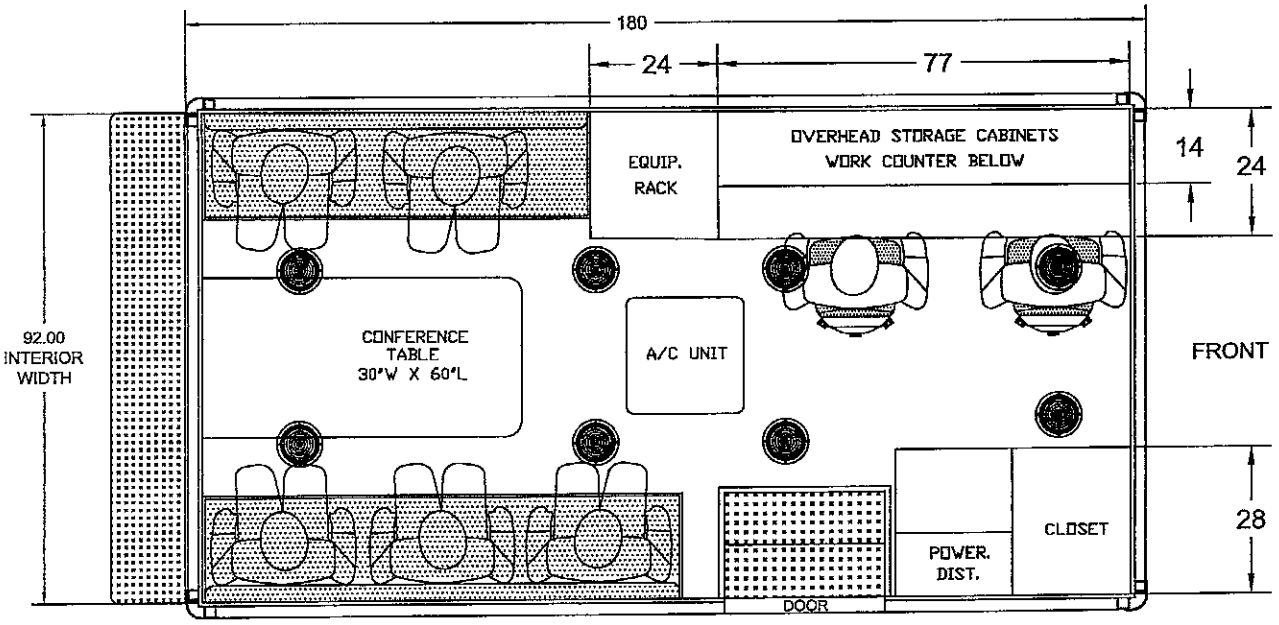

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Hackney Kidron

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MODEL: 0000	SCALE: 22	DRAWING NO.: 0000 REV: A

EMERGENCY VEHICLE WARRANTY

VT Hackney warrants, to the original owner, that the Hackney brand body and applicable chassis will, with reasonable care and maintenance and subject to normal intended use and service as an emergency vehicle, provide dependable performance during the specified warranty period. Should any defect covered by this limited warranty develop during the warranty period, VT Hackney will repair or replace, at its discretion, the component at an authorized service center, or at its factory, subject to the limitations listed below:

LIMITED TEN YEAR BODY WARRANTY

The aluminum body assembly shall be warranted for a period of ten (10) years from date of delivery to the original purchaser. The warranty shall cover the structural integrity of the body, which shall be limited to structural cracks or failures that may cause a loss of integrity of the body. The warranty does not cover cracks that are defined as non-structural or cosmetic in nature, in the opinion of VT Hackney, after the two years of service.

LIMITED FRAME WARRANTY

When the Hackney Drop/Pinch Frame modification is applicable, the frame rail alteration performed by VT Hackney shall match the frame warranty provided by the original chassis manufacturer, but not less than ten (10) year, and shall be limited to structural cracks or failures that may cause a loss of integrity of the frame rail assemblies. The warranty does not cover superficial cracks or corrosion of any component of the modified frame rail and components that is not considered, in the opinion of VT Hackney, to cause loss of structural integrity, nor does it cover damage due to overloading or severe off-the-road applications (unless designed for this application during the manufacturing process). Suspension components are covered by OEM chassis manufacturer.

LIMITED SEVEN YEAR ROLL-UP DOOR WARRANTY

Roll-up body doors and related door operational components manufactured by VT Hackney shall be warranted for a period of seven (7) years from date of delivery to the original purchaser. Warranty includes structural integrity of door slats, rollers, and counter-balancer assembly. Warranty does not cover damage caused by exposure to corrosive agents after the first year of operation. Warranty does not cover routine maintenance and adjustments (see Owner's Manual for PM requirements). Failure to properly maintain and lubricate the doors may be cause for termination of warranty coverage.

LIMITED SEVEN YEAR PAINT WARRANTY

The external surfaces of the body, roll-up doors and, as applicable, the cab shall be covered by a limited paint warranty for a maximum of seven years from date of purchase. The scope of the warranty is limited to: (a) peeling / inter-coat adhesion; (b) cracking; (c) crazing; (d) extensive loss of gloss; (e) chemical resistance (excluding damage caused by acid rain or exposure to caustics and acids). The warranty does not include any other type of paint-related problem including, but not limited to: (a) rust/corrosion failures associated with exposure to road treatments; (b) abrasions, scratches or chips; (c) failures on flexible parts; (d) failures related to aftermarket repairs; (e) abrasive polishing that results in reduction of top coat mil thickness; (f) extensive ultra-violent exposure. The warranty covers 100% approved labor and materials for years one through three and 100% materials only for years four through seven. Warranty does not apply to paint blemishes or match not noted at time of final acceptance.

LIMITED FOUR YEAR ELECTRICAL WARRANTY

The multiplexed 12 volt electrical system shall be warranted for a period of four (4) years from date of delivery to the original purchaser. The warranty shall be limited to V-Mux power control nodes *(if applicable)* and all VT Hackney installed wiring harnesses. The warranty will correct by repair or replacement, at VT Hackney's option, equipment or parts which fail because of mechanical, electrical or physical defects, provided that the goods have been properly operated and maintained. The Vacuum Fluorescent Display (VFD) or the Electrical Display Screen (Vista display) which is (or may be) provided as part of the Multiplex System is warranted for a period of one year from date of installation. For years two through four, the Electrical Display Screen's warranty covers repair labor only. The warranty does not cover circuit breakers, relays, flashers, light elements and fixtures and other electrical or electronic devices covered by separate component manufacturers' warranties. Unauthorized modifications will void all warranties.

STANDARD ONE YEAR WARRANTY

Covers all VT Hackney fabricated components and purchased components that fail or do not operate properly as a result of improper installation by VT Hackney, for a period of one year that are not covered by any above warranties. Items included, but not limited to, shall be: locking devices; trays; shelving; mounting racks and other fabricated components.

VT Hackney
A company of VT Systems
911 West 5th Street – PO Box 880 -- Washington, NC 27889

Hackney
Emergency Vehicles Group
252-946-6521 – Fax 252-975-8393

Revised 6/16/2014

The above limited warranties cover repair or replacement, at the sole option of VT Hackney for the stated periods of time beginning from the date of delivery to the original purchaser and does not cover any time span from delivery to actual in-service. The manufacturers of other equipment and components used in the manufacture of the vehicle may provide their own limited warranties or extensions. These warranties are separate from the VT Hackney Limited Warranty and constitute the only warranty for those specific components after the first 30 days from delivery. See Owners Manual for individual manufacturer warranties and policies. Chassis related claims must be referred to the OEM chassis manufacturers nearest service center.

WHAT IS NOT COVERED -

This limited warranty covers only repair or replacement of any part of a VT Hackney brand emergency vehicle in which a defect in materials or workmanship appears within the limited warranty period, including but not limited to the following:

1. *Additions or accessories not performed or installed by VT Hackney and any problems that occur as a result of such additions or accessories.*
2. *Unauthorized alteration or modification to the vehicle, chassis, or components, after the completion by VT Hackney, and any problems that may occur as a result of such alterations or modifications.*
3. *Damage caused by collision, fire, theft, vandalism, riot, explosion, acts of God, war or objects striking the vehicle.*
4. *Damage caused by misuse of the vehicle, such as overloading, driving over curbs, and driving off-road.*
5. *Damage caused by failure to follow the requirements of maintenance schedule, failure to maintain proper fluid and lubricant levels, and failure to follow operating instructions.*
6. *Normal maintenance such as lubrication, filter replacement, belts, hoses, and recommended torque adjustments.*
7. *Batteries and tires.*
8. *Lighting elements.*
9. *Towing charges and storage charges.*
10. *Extra expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel cost, etc.*
11. *Expenses or cost in excess of warranty coverage and pre-authorized warranty approvals.*
12. *Travel time and expenses to and from service facility.*

CLAIM RESPONSIBILITIES

1. The purchaser shall advise VT Hackney or an authorized VT Hackney Service center immediately of any claim believed to be covered by the provisions of this warranty. VT Hackney will, at its sole discretion, determine if its warranty applies, and, if so determined, arrange for resolution of the claim.
2. Any unauthorized repairs made by the purchaser prior to contacting VT Hackney or an authorized VT Hackney Service Center shall become the sole liability of the purchaser, unless or until the claim is determined by VT Hackney to be valid.
3. All repairs, whenever possible, will be completed by either VT Hackney or an authorized VT Hackney Service Center, at the discretion of VT Hackney. If neither of these service alternatives are practical at the time of the claim VT Hackney may authorize repairs to be completed locally, but only after receipt of a quotation and authorization of charges for such services by an alternate service agency.

For Warranty Claims Regarding this Apparatus:

CALL VT HACKNEY AT 800.763.0700 - ASK FOR EMERGENCY VEHICLE CUSTOMER SERVICE

VT Hackney reserves the right to accept or reject any warranty claim. All decisions made by VT Hackney regarding a warranty claim shall become final and binding on all parties. Any gratuitous settlements by VT Hackney of alleged defects not within the scope of this limited warranty do not constitute admissions of warranty coverage nor impose any obligations on VT Hackney to make any other such settlements. VT Hackney may make changes in design or standard equipment at any time without notice and incurs no obligations to apply the same to any emergency vehicle previously produced.

VT Hackney
A company of VT Systems

Hackney
Emergency Vehicles Group

911 West 5th Street – PO Box 880, Washington, NC 27889

800-763-0700 – Fax 252-975-8393

Revised 06/16/14

BID NO: 07053-08078-111
REQ. NO: RQFC18000006
TITLE: COMMAND UNIT FOR FIRE MARSHAL'S OFFICE

				PROLINER													DETAILS OF AWARD	
ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	AWARD TO NO.	AMOUN
1	FORD F550 COMMAND UNIT			274,600.00														
PREPARED BY			TERMS	NET														

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

Date 8/7/18 Claudia Colasurdo

PUBLIC BID OFFICER

FORMAL BID RECOMMENDATION

BID NUMBER 07053-08078-111 OPEN July 26, 2018
TITLE: Command Unit For Fire Marshal's Office
DATE: Sept 10, 2018
TO: **BUYER – Anette Sullivan** FROM: ADMINISTRATION

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

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

Date: September 10, 2018
To: Supervisor From: Buyer Anette Sullivan

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

Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 9/10/18

To: Buyer From: Director

☑ Approved for Award

☐ Hold award pending discussion

☐ Subject to Legislature Approval

Director

Item	Bid Results Bidder
	Recommend an award be made to
	LI Proliner, Inc. as the lowest
	responsible bidder meeting specifications
	Attached, please find the responses to
	two companies that viewed the solicitation
	but did not submit a bid.

Sullivan, Anette

From: Richard Partridge <RESQRICH@OPTONLINE.NET>
Sent: Thursday, September 06, 2018 1:23 PM
To: Sullivan, Anette; RHPARTRIDGE@GMAIL.COM
Subject: RE: Command Unit For Fire Marshal's Office

Importance: High

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

Anette,

1. This was obviously well thought out and a lot of work put in to custom design to solicit bids on a particular vendors product design. We too try to incorporate design items that competition either can't duplicate or can't do it profitably.
2. There was not ample time to try and duplicate the product you wanted.
3. The companies I represent did not want us to "chase " a bid of another manufacturers design as ours would require many added engineering hours and production time which would surely put us out of the running—dollar wise..
4. We do "chase" performance specs but not proprietary ones.

Respectfully Submitted;

Richie

Richard Partridge
Rescue Vehicles Inc.
37 Jules Ct.
Bohemia NY 11716
631 567 2704 office
516 695 5501 mobile

From: Sullivan, Anette <asullivan1@nassaucountyny.gov>
Sent: Thursday, September 06, 2018 1:08 PM
To: RHPARTRIDGE@GMAIL.COM
Subject: Command Unit For Fire Marshal's Office

To Whom It May Concern,

I am writing you because I see that your company downloaded the bid solicitation from NC for a command Unit but you did not submit a bid.
I was inquiring as to why?

I would greatly appreciate if you could get back to me.

Anette Sullivan
Buyer
One West Street

Mineola, New York 11501
Phone (516) 571-6103
Fax (516) 571-4263
e-mail asullivan1@nassaucountyny.gov

Sullivan, Anette

From: Michael Nettesheim <Mike@SyossetTrucks.com>
Sent: Friday, September 07, 2018 8:03 AM
To: Sullivan, Anette
Subject: RE: Nassau County Bid For Command Unit Fire Marshal's Office

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

Hi Annette,

I had no idea who to contact for a quote on the body and accessory equipment.

Sincerely,

Michael Nettesheim

Syosset Trucks Sales, Inc.
1561 Stewart Avenue
Westbury, NY 11590
Tel: 516-683-9110
Cell: 516-850-5443
Mike@SyossetTrucks.com
www.SyossetTrucks.com

This message contains information for use only by the intended recipient and may be legally privileged, confidential, and/or exempt from disclosure. If you received this message in error, please notify the sender immediately and permanently delete this message. Any unauthorized review, use, disclosure, interception, or distribution is strictly prohibited. Unless explicitly stated otherwise, this e-mail is not a contract offer, amendment, nor acceptance.

From: Sullivan, Anette [mailto:asullivan1@nassaucountyny.gov]
Sent: Thursday, September 06, 2018 1:11 PM
To: mike@syossettrucks.com
Subject: Nassau County Bid For Command Unit Fire Marshal's Office

Hi Mr. Nettesheim,

I am writing you because I see that your company downloaded the bid solicitation from NC for a command Unit but you did not submit a bid.

I was inquiring as to why?

I would greatly appreciate if you could get back to me.

Thank you,
Anette Sullivan
Buyer
One West Street
Mineola, New York 11501
Phone (516) 571-6103
Fax (516) 571-4263

e-mail asullivan1@nassaucountyny.gov

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/3/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	CONTACT NAME: Dennis J DeVivo
DeVivo Associates Inc. 718 Union Blvd West Islip, New York	PHONE (A/C, No, Ext): 631-661-9059 FAX (A/C, No): 631-661-1754 E-MAIL ADDRESS: dennis@devivoassociates.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED	
L.I. Proliner Inc. & Georgiou Enterprises Inc. 16 Peconic Avenue Medford, NY 11763	

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:			MFPK07334904	10/11/2017	10/11/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG GKLL Included	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			MFCA08345804	10/11/2017	10/11/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			MFUM07982105	10/11/2017	10/11/2018	EACH OCCURRENCE AGGREGATE	$ $ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER 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 is listed as an additional Insured under General Liability as requested by written contract.

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

Dennis J. DeVivo

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Corrected
B-03-18

NIFS ID:B90400-059HR **Department: Public Works**

Capital: X

SERVICE: HVAC & Boiler Replacement-Hicksvile Garage,1194 HVAC

Contract ID #:B90400-059HR NIFS Entry Date: 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	N

Vendor Info:	
Name: **Hi Tech Air Conditioning Service Inc.**	Vendor ID#: **112722111**
Address: 60 Otis Street, West Babylon, New York, 11704	Contact Person: Ron D'Aversa Sr.
	Phone: 631-491-5210

Department:
Contact Name: Adrian Cavanagh
Address: 1194 Prospect Avenue Westbury, New York, 11590
Phone: 516-571-6872

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2018 SEP 26 A 11:53

Routing Slip

Department	**NIFS Entry: X**	**13-SEP-18 -- LDIONISIO**
Department	**NIFS Approval: X**	**13-SEP-18 -- RDALLEVA**
DPW	**Capital Fund Approved: X**	**13-SEP-18 -- RDALLEVA**
OMB	**NIFA Approval: X**	**20-SEP-18 -- APERSICH**
OMB	**NIFS Approval: X**	**13-SEP-18 -- SDEWS**
County Atty.	**Insurance Verification: X**	**13-SEP-18 -- AAMATO**
County Atty.	**Approval to Form: X**	**13-SEP-18 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**26-SEP-18 -- BSCHNEIDER**

Leg. Affairs	**Approval/Review: X**	**21-SEP-18 -- MREYNOLDS**
Legislature	**Approval:**	
Comptroller	**NIFS Approval:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: This contract is for construction services to demolish and renovate the existing boiler room at Hicksville Garage, installing all new equipment and piping, relocate some existing unit heaters in the garage spaces, install some new fire dampers, and make modifications to the existing 4 rooftop units. Work at 1194 Prospect Avenue, Westbury, NY, includes modifications and additions to the existing duct work, modifications to 3 existing roof openings for new/existing duct work, the installation of ceiling fans in some of the west facing offices, and modifications to the rooftop units and ductwork serving the DPW and Record Storage areas
Method of Procurement: A request for sealed bids was advertised in Newsday, eProcure, and NYS Contract Reporter on January 10, 2018. The sealed bides were opened on February 27, 2018.
Procurement History: Three firms submitted sealed bids. Hi Tech Air Conditioning Service Inc. was the apparent low bidder, with a (negotiated) cost 1/10 of a percent higher than the engineers estimate.
Description of General Provisions: A single prime contract associated with construction services for this project, as listed in the "purpose" above.
Impact on Funding / Price Analysis: The contract provides for the expenditure of $1,498,000.00. The lowest responsible bidder, Hi Tech Air Conditioning Service Inc., has provided the County with a bid proposal which meets the Departments requirements. Funding will be thru capitol project 90400.
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted) The Department recommends that this contract be approved as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**90**
Resp:	**400**
Object:	**00002**
Transaction:	**CH**
Project #:	**90400**
Detail:	**059**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 1,498,000.00
Other	$ 0.00
TOTAL	**$ 1,498,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/90400/059/00002	$ 1,498,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 1,498,000.00

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Hi Tech Air Conditioning Service Inc.

2. Dollar amount requiring NIFA approval: $1498000

Amount to be encumbered: $1498000

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: one year

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

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

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

This contract is for construction services to demolish and renovate the existing boiler room at Hicksville Garage, installing all new equipment and piping, relocate some existing unit heaters in the garage spaces, install some new fire dampers, and make modifications to the existing 4 rooftop units. Work at 1194 Prospect Avenue, Westbury, NY, includes modifications and additions to the existing duct work, modifications to 3 existing roof openings for new/existing duct work, the installation of ceiling fans in some of the west facing offices, and modifications to the rooftop units and ductwork serving the DPW and Record Storage areas

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:

AUTHORIZATION

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

APERSICH 20-SEP-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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

B03-18

RULES RESOLUTION NO. -2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND HI TECH AIR CONDITIONING SERVICE, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract B90400-059HR, for HICKSVILLE GARAGE & 1194 PROSPECT AVENUE HVAC RENOVATION ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of HI TECH AIR CONDITIONING SERVICE, INC.,

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 1,498,000 now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

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: Hi Tech Air Conditioning Services Inc.

CONTRACTOR ADDRESS: 60 Otis Street West Babylon, NY 11704

FEDERAL TAX ID #: 112722111

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 Newsday [newspaper] on January 10, 2018 [date]. The sealed bids were publicly opened on February 27 [date]. 2018 [#] 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

9/13/18

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?

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: March 9, 2018

Vendor: Hi Tech Air Conditioning Service Inc

Signed:

Print Name: Ronald D'Arrigo

Title: President

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

Hi Tech A/C has no lobbyists.

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

Hi Tech A/C has no lobbyists and is not registered

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

Hi Tech A/C has no lobbyists

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.**

Hi Tech A/C has no lobbyists and does not conduct any lobbying activity

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

Hi Tech A/C has no lobbyists

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?

Hi Tech A/C has no lobbyists

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: April 9 2018

Signed: Anil Ragunath

Print Name: Anil Ragunath

Title: Vice President

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: 4/9/18

1) Proposer's Legal Name: Hi Tech Air Conditioning Service, Inc.

2) Address of Place of Business: 60 Otis Street, West Babylon NY 11704

List all other business addresses used within last five years:
No other business addresses used.

3) Mailing Address (if different): Same as above

Phone: 631-491-5210

Does the business own or rent its facilities? Rent / Owner is affiliated Company RJ Tech Realty Ltd.

4) Dun and Bradstreet number: 147899967

5) Federal I.D. Number: 11-2722111

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: With Affiliated Companies Tech Mechanical Inc. & RJ Tech Realty Ltd.

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. Tech Mechanical Inc. + RT Tech Realty Ltd, Affiliated Companies

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.

If a conflict should arise, we will contact Nassau County to obtain proper guidance.

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; January 1985

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

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

iv) State of Incorporation (if applicable); New York

v) The number of employees in the firm; 32

vi) Annual revenue of firm; 18,000,000

vii) Summary of relevant accomplishments See attached brochure

viii) Copies of all state and local licenses and permits. None required for commercial installation/work

B. Indicate number of years in business. 33 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 NYC Board of Education - DSF

Contact Person Ramesh Narayan

Address 44-36 Vernon Blvd

City/State Long Island City NY 11101

Telephone 917-396-8453

Fax # Fax not used

E-Mail Address rnarayan@schools.nyc.gov

A ii) Ronald D'Aversa, [redacted]
Anil Ragunath, [redacted]
Ronald D'Aversa Jr., [redacted]

Company Eisenbach + Ruhnke, Engineers

Contact Person Jack Eisenbach, Eng.

Address 291 Genesee Street

City/State Utica NY 13501

Telephone 315-735-1916

Fax # 315-735-6365

E-Mail Address jeisenbach@erengpc.com

Company Nederlander Organization

Contact Person Joseph Riccio

Address 1501 Broadway

City/State New York NY

Telephone 917-306-5782

Fax # 212-575-1497

E-Mail Address jriccio@nederlander.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, Anil Ragunath, 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 April 2018

Silvia M. Adair
Notary Public

SILVIA M. ADAIR
Notary Public, State of New York
No. 01AD6098957
Qualified in Suffolk County
Commission Expires Sept. 22, 2019

Name of submitting business: Hi Tech Air Conditioning Service Inc

By: Anil Ragunath
Print name

Signature

Vice President
Title

4/9/2018
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 Ronald D'Aversa
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 160 Otis Street
   City/state/zip West Babylon NY 11704
   Telephone 631-491-5210
   Other present address(es) No other addresses
   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 1/1/18 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary 1/1/85 to 3/19/18
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 1/1/85 to 3/19/18 ___/___/___
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? 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. Tech Mechanical Inc.
   RJ Tech Realty Ltd.

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, Ronald D'Aversa Sr., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9 day of April 2018

S L Mahar

Notary Public

SILVIA M. ADAIR
Notary Public, State of New York
No. 01AD6096957
Qualified in Suffolk County
Commission Expires Sept. 22, 2019

Hi Tech Air Conditioning Service Inc.

Name of submitting business

Ronald D'Aversa

Print name

Signature

President

Title

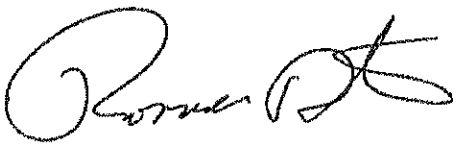
4 / 9 / 2018

Date

7. Compliance with Law.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.



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 Anil Ragunath
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 40 Main St.
   City/state/zip W. Babylon, NY 11704
   Telephone (631-491-5210
   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 10/19/18 ___/___/___
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? 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. Teen Mechanical Inc. - Affiliate

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, Anil Ragunath, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9 day of April 2018

Notary Public

SILVIA M. ADAIR
Notary Public, State of New York
No. 01AD6098957
Qualified in Suffolk County
Commission Expires Sept. 22, 2019

Hi Tech Air Cond. Service

Name of submitting business

Anil Ragunath

Print name

Anil Ragunath

Signature

Vice President

Title

4 / 9 / 2018

Date

7. Compliance with Law.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Anil Ragunath

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 D'Aversa, Jr.
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 60 Hub Street
   City/state/zip W. Babylon, NY 11704
   Telephone 631-491-5210
   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 3/19/2018
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary 3/19/2018
   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. Owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? 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. Tech Mechanical Inc. - Affiliate

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, Ronald D Arresa 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 9 day of April 2018

SAdair
Notary Public

SILVIA M. ADAIR
Notary Public, State of New York
No. 01AD6098957
Qualified in Suffolk County
Commission Expires Sept. 22, 2019

H. Tuttle Construction Inc
Name of submitting business

Ronald D Arresa Jr.
Print name

Signature

Secretary
Title

4 / 9 / 2018
Date

7. Compliance with Law.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

COUNTY OF NASSAU

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

1. Name of the Entity: Hi Tech Air Conditioning Service Inc

Address: 160 Otis Street

City, State and Zip Code: West Babylon NY 11704

2. Entity's Vendor Identification Number: 11-2722111

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):

Ronald D'Aversa, [redacted]

Anil Ragunath [redacted]

Ronald D'Aversa Jr. [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.

Same as #4

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.

Tech Mechanical Inc.
RJ Tech Realty Ltd.
Affiliated entities with same Shareholders

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):

Hi Tech A/c does not have any lobbyists

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

Hi Tech A/C does not have any Lobbyists

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

Hi Tech A/C does not have any Lobbyists

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: April 9 2018 Signed: Anil Ragunath

Print Name: Anil Ragunath

Title: Vice President

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

COUNTY OF NASSAU

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

1. Name of the Entity: Tech Mechanical Inc.

Address: 60 Otis Street

City, State and Zip Code: West Babylon NY 11704

2. Entity's Vendor Identification Number: 11-2722111

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):

Ronald D'Aversa, [redacted]

Anil Ragunath, [redacted]

Ronald D'Aversa Jr. [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.

Same as #4

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.

Hi Tech Air Conditioning Service Inc
RJ Tech Realty Ltd.
Affiliated entities with same
Share holders

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):

Tech Mechanical Inc and
Hi Tech Hfc do not have
any Lobbyists.

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

Tech Mechanical Inc does not have any Lobbyists.

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

Tech Mechanical Inc does not have any Lobbyists.

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: 4/9/18

Signed: Anil Ragunath

Print Name: Anil Ragunath

Title: Vice-President

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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Kenneth G. Arnold, P.E., Commissioner

DATE: September 13, 2018

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number: B90400-059HR
Title: Hicksville Garage & 1194 Prospect Avenue HVAC Renovation
Engineer's Estimate: $1,496,000 (base bid)
Bids Received On: February 27, 2018

The bids received for the above referenced contract have been examined and the bid submitted by **Hi Tech Air Conditioning Service, Inc. in the amount of $1,498,000 (submitted on March 7, 2018)** is acceptable as the lowest bid (see the attached bid tabulation).

The low bid by Hi Tech Air Conditioning Service, Inc. is 0.01% above the engineer's estimate, and adequate funds are available (Capital Project Number 90400).

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Kenneth G. Arnold
Commissioner

KGA:RM:jm
Attachments
c: Rakhal Maitra, Deputy Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Loretta Dionisio, Assistant to the Deputy Commissioner
Adrian Cavanagh, Mechanical Engineer III

APPROVED:

Brian J. Schneider 9/13/18
Brian J. Schneider Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

Nassau DPW B.I.D.S - Summary of Bid Opening

BS0403-59HR – General Contracting

Nassau County Hicksville Garage & 1194 Prospect Avenue HVAC Renovations

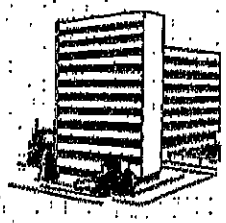
2/27/2018

Bid Opening: 2/27/2018

Engineer: Adrian Cavanagh Phone: (516) 571-6872

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Hi-Tech Air Conditioning Services Inc	60 Otis Street West Babylon, NY 11704	The Ohio Casualty Insurance Co	10% Amt Bid	$2,093,700.00	$0.00
HVAC Inc.	681 Grand Boulevard Suite #7 Deer Park, NY 11729	The Ohio Casualty Insurance Co	10% Amt Bid	$2,340,000.00	$0.00
ACS System Associates, Inc.	160 W Lincoln Avenue Mount Vernon, NY 10550	Fidelity & Deposit Co. of Maryl	10% Amt Bid	$3,884,000.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.



Hi Tech Air Conditioning Service, Inc.
60 Otis Street • West Babylon, NY 11704
Tel (631) 491-5210 • Sales Fax (631) 253-0045

March 7th, 2018

Mr. Kenneth Arnold, P.E.
Commissioner of Public Works
Nassau County DPW
1194 Prospect Avenue
Westbury, NY 11590

RE: Contract#NOB90400-059HR
Hicksville Garage and 1194 Prospect Avenue HVAC Renovation

Dear Mr. Arnold:

In an effort to reduce the bid amount of the Hicksville Garage project, Hi Tech Air Conditioning Service Inc., has re-examined the plans in a meeting with Adrian Cavanaugh on March 5th, 2018. We then had a meeting with all of our subcontractors and equipment manufactures that will be used on this project and have been able to reduce their quotes considerably with the items that the county requests to be removed.

The following will be items will be removed from the proposed scope of work:

1. Drawing #ME-6 – scope of work for RTU-1, RTU-2, RTU-3 and ERU-1
2. Allowance Item of $25,000 for additional HVAC work at the Fire Marshal's area at 1194 Prospect Ave.

We are able to reduce our bid amount to $1,498,000, which includes the $75,000 contingency item in the bid.

As always, we look forward to working with you on this project.

Sincerely,

Ronald D'Aversa, President
Hi Tech Air Conditioning Service Inc.

cc acavanagh@nassaucountyny.gov
karnold@nassaucountyny.gov
rmaitra@nassaucountyny.gov

REQUEST TO INITIATE RTI Number 16-0334

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ **RFQ** ☐ **RFP** ☐ **RFBC** ☐ **In-House or Requirements Work Order**

Project Title: Hicksville Garage and 1194 Prospect Avenue HVAC Modifications

Department: Public Works Project Manager: Adrian Cavanagh Date: 8/18/16

Service Requested: DPW requests a construction contract to renovate the existing boiler room and extend the chimney at Hicksville garage, and also to modify rooftop units and ductwork at Hicksville Garage and the DPW areas at 1194 Prospect Avenue, Westbury

Justification: The boiler room at Hicksville Garage is 55 years old, has never been renovated, and is not code compliant. One of 2 boilers at this facility is permanently out of service. The other is still running, but with no guarantee it will keep running. The chimney for this boiler is too close to the roof, resulting in boiler combustion gases entering the intakes of the rooftop units from time to time. 1194 Prospect Avenue needs ductwork and rooftop unit modifications to correct extreme air distribution problems.

Requested by: DPW Engineering Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) $1,430,000.00
Circle appropriate phase

Total Project Cost: $1,430,000.00 (Includes, design, construction and CM)

Date Start Work: 1/2/17 (Phase being requested)

Duration: 9 months (Phase being requested)

Capital Funding Approval: YES ☑ NO ☐ _____ SIGNATURE _____ DATE

Funding Allocation (Capital Project): 90400
See Attached Sheet if multiyear ☐

NIFS Entered : _____ SIGNATURE 9/8/16 DATE

AIM Entered: Deanna Funk 9-13-16 SIGNATURE DATE

Funding Code: 90400-059 (use this on all 'encumbrances)

Timesheet Code: 16-0334 (use this on timesheets)

State Environmental Quality Review Act (SBQRA):
Type II Action ☑ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation _____

Department Head Approval: YES ☑ NO ☐ _____ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ _____ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

	Vendor	Quote	Comment	See Attached Sheet ☐
1.				
2.				
3.				

DCE/Ops Approval: YES NO Signature _____

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Kenneth G. Arnold, Commissioner

FROM: Rakhal Maitra, Deputy Commissioner

DATE: April 12, 2018

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number:	B90400-059HR
Title:	Hicksville Garage and 1194 Prospect Avenue HVAC Renovations
Engineer's Estimate:	$1,496,000.00 (Base bid)
Bids Received On:	February 27, 2018

The bids received for the above referenced contract have been examined, as tabulated in the Bid Comparison attached, and the negotiated amount submitted by **"HI Tech Air Conditioning Service" in the amount of 1,498,000.00 (submitted on March 7, 2018),** is acceptable as the lowest responsible bidder.

The low bid received is .01% above the engineers estimate, and adequate funds are available (Capitol Project Number 90400). After reviewing all documentation submitted by the contractor, it was found that "Hi tech Air Conditioning Service" meets the goals for this project. Therefore, it is requested that the attached recommendation of award be prepared for the Commissioners signature and forwarded to the County Executive for her action.

Rakhal Maitra
Deputy Commissioner

RM:ac
Attachments
c: Kenneth G. Arnold, Commissioner
Robert Labaw, Architect III
Adrian Cavanagh, Mechanical Engineer III
Joseph Amerigo, Civil Engineer II
Loretta Dionisio, Hydrogeologist II

K:\Support Staff\Author\Cavanagh, Adrian\Rec of Award Memo B90400-059HR Hi Tech.ac.doc

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Robert Labaw, Architect III

FROM: Office of the Commissioner

DATE: January 12, 2017

SUBJECT: CSEA Sub-Contracting Approval
C16-044 – Hicksville Garage/1194 Prospect Avenue HVAC Renovations

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 C16-044.

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: Rakhal Maitra, Deputy Commissioner
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS **C16-044**

Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att.: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: December 16, 2016

SUBJECT: CSEA Notification of a Proposed DPW Contract
Hicksville Garage/1194 Prospect Avenue HVAC Renovations
Cantiague Rock Road/Hicksville, NY
1194 Prospect Avenue/Westbury, NY
Proposed Contract No: B90400-059H

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 Contract/Agreement for the following services:
Construction Services involving HVAC Renovations for Hicksville Garage and 1194 Prospect Avenue.

2. The work involves the following:
Hicksville Garage – installation of two (2) new large boilers with new boiler control panel, water filtration systems, new gas piping and gas trains, new oil pump transfer station, installation of new gas detectors and their programming/calibrating, with tie in to existing fire alarm system. 1194 Prospect Avenue – rebuilding/repair/modifications to existing rooftop units which will serve record storage, the reconfiguration/addition of new ductwork as to properly redistribute air based on the current configuration of rooftop units, and modifications to the existing rooftop units serving the DPW areas.

3. An estimate of the cost is: $1,430,000.00

4. An estimate of the duration is: One (1) year

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:WSN:ac
c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Robert Bedford, Office of the County Attorney
Patricia Kivo, Unit Head, Human Resources Unit
Robert Labaw, Architect III
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II
Adrian Cavanagh, Mechanical Engineer III

PROPOSAL

MECHANICAL CONSTRUCTION

COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR
Nassau County Hicksville Garage
& 1194 Prospect Avenue HVAC Renovations

CONTRACT NO.: B90400-059HR

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: Hi Tech Air Conditioning Service Inc.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 60 Otis Street, West Babylon NY 11704

Telephone: (631-491-5210 Date: 2/2

Fax Tel.: (631-491-5307 E-MAIL: aragunath@hitechac.com

NO TEXT ON THIS PAGE

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners
_____	_____
_____	_____

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York

Name of President: Ronald D'Aversa

President's Domicile: [redacted]

Name of Vice President: _____

Vice President's Domicile: _____

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract; that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay, or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

NO TEXT ON THIS PAGE

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if, any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

NO TEXT ON THIS PAGE

Item No.	Type	Description	Amount Bid	
			Dollars	Cents
1	LUMP SUM	LUMP SUM for furnishing all labor, materials and equipment required for the demolition and reconstruction (with new equipment) of the boiler room at Nassau County's Hicksville Garage facility, (and associated work) including the relocation of some existing unit heaters and modifications to the existing rooftop units serving the office areas.	1,541,000	00
2	LUMP SUM	Add alternate #1 - Lump sum for furnishing all labor and materials required to modify ductwork, rooftop units, add fire dampers, add electric heaters, and add fans to DPW office areas at 1194 Prospect Avenue.	258,700	00
3	LUMP SUM	Add Alternate #2 – Lump sum for furnishing all labor, materials, and equipment required to run ductwork to the record storage area from rooftop units that are no longer needed for the DPW office areas, (adjacent to the record storage areas) to refurbish one existing rooftop heating unit serving record storage, and to perform all necessary control work relating to this bid item.	194,000	00
4	LUMP SUM	Include in bid an allowance an item of $25,000 for additional HVAC work at 1194 Prospect Avenue, in the Fire Marshals area.	**$25,000.00**	
5	LUMP SUM	Include in bid an allowance for contingency item of $75,000 for unforeseen conditions.	**$75,000.00**	

TOTAL AMOUNT BID $ 2,093,700.00

TOTAL AMOUNT BID (MUST BE WRITTEN IN WORDS): Two Million Ninety Three Thousand Seven Hundred Dollars

BASIS OF AWARD: Bids on Lump Sum Contracts will be compared on the basis of the total bid price, arrived at by taking the Sum of each Bid Item, including Allowance Item(s), if any, and plus or minus the cost difference of the Alternate(s), if any, as may be selected by the Architect and/or Owner. The sum of all "Amounts Bid" will determine the low bid and the subsequent award of this Contract.

BID SECURITY: Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of The Instructions to Bidders.

Hi Tech Air Conditioning Service, Inc.
60 Otis Street • West Babylon, NY 11704
Tel (631) 491-5210 • Sales Fax (631) 253-0045

July 17, 2018

Mr. Kenneth Arnold, P.E.
Commissioner of Public Works
Nassau County DPW
1194 Prospect Avenue
Westbury, NY 11590

Re: Contract #NOB90400-059HR
Hicksville Garage and 1194 Prospect Avenue HVAC Renovation

Dear Mr. Arnold:

Please be advised that our letter of March 7, 2018 regarding the negotiation of the base bid is withdrawn.

Hi Tech Air Conditioning Service, Inc. has agreed to perform all work for the base bid of the above - referenced contract at the agreed upon contract amount of $1,498,000.00.

As always, we look forward to working with you on this project.

Sincerely,

Ronald D'Aversa
President

CC: A. Cavanagh (acavanagh@nassaucountyny.gov)
R. Maitra (rmaitra@nassaucountyny.gov)
K. Arnold (karnold@nassaucountyny.gov)

Hi Tech Air Conditioning Service, Inc.
60 Otis Street • West Babylon, NY 11704
Tel (631) 491-5210 • Sales Fax (631) 253-0045

March 7th , 2018

Mr. Kenneth Arnold, P.E.
Commissioner of Public Works
Nassau County DPW
1194 Prospect Avenue
Westbury, NY 11590

RE: Contract#NOB90400-059HR
Hicksville Garage and 1194 Prospect Avenue HVAC Renovation

Dear Mr. Arnold:

In an effort to reduce the bid amount of the Hicksville Garage project, Hi Tech Air Conditioning Service Inc., has re-examined the plans in a meeting with Adrian Cavanaugh on March 5th, 2018. We then had a meeting with all of our subcontractors and equipment manufactures that will be used on this project and have been able to reduce their quotes considerably with the items that the county requests to be removed.

The following will be items will be removed from the proposed scope of work:

1. Drawing #ME-6 – scope of work for RTU-1, RTU-2, RTU-3 and ERU-1
2. Allowance Item of $25,000 for additional HVAC work at the Fire Marshal's area at 1194 Prospect Ave.

We are able to reduce our bid amount to $1,498,000, which includes the $75,000 contingency item in the bid.

As always, we look forward to working with you on this project.

Sincerely,

Ronald D'Aversa, President
Hi Tech Air Conditioning Service Inc.

cc gcavanagh@nassaucountyny.gov
karnold@nassaucountyny.gov
rmaitra@nassaucountyny.gov

Item No.	Type	Description	Amount Bid	
			Dollars	Cents
1	LUMP SUM	LUMP SUM for furnishing all labor, materials and equipment required for the demolition and reconstruction (with new equipment) of the boiler room at Nassau County's Hicksville Garage facility, (and associated work) including the relocation of some existing unit heaters and modifications to the existing rooftop units serving the office areas.	1,541,000	00
2	LUMP SUM	Add alternate #1 – Lump sum for furnishing all labor and materials required to modify ductwork, rooftop units, add fire dampers, add electric heaters, and add fans to DPW office areas at 1194 Prospect Avenue.	258,700	00 (NOT TAKEN)
3	LUMP SUM	Add Alternate #2 – Lump sum for furnishing all labor, materials, and equipment required to run ductwork to the record storage area from rooftop units that are no longer needed for the DPW office areas, (adjacent to the record storage areas) to refurbish one existing rooftop heating unit serving record storage, and to perform all necessary control work relating to this bid item.	194,000	00 (NOT TAKEN)
4	LUMP SUM	Include in bid an allowance an item of $25,000 for additional HVAC work at 1194 Prospect Avenue, in the Fire Marshal's area.	$25,000.00	
5	LUMP SUM	Include in bid an allowance for contingency item of $75,000 for unforeseen conditions.	$75,000.00	

TOTAL AMOUNT BID $ 2,093,700.00

TOTAL AMOUNT BID (MUST BE WRITTEN IN WORDS): Two Million Ninety Three Thousand Seven Hundred Dollars

BASIS OF AWARD: Bids on Lump Sum Contracts will be compared on the basis of the total bid price, arrived at by adding the Sum of each Bid Item, including Allowance Item(s), if any, and plus or minus the cost difference of the Alternate(s), if any, as may be selected by the Architect and/or Owner. The sum of all "Amounts Bid" will determine the low bid and the subsequent award of this Contract.

BID SECURITY: Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of The Instructions to Bidders.

NO TEXT ON THIS PAGE

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No ✓

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

Hi Tech Air Conditioning Service Inc
(Name of Business)

NO TEXT ON THIS PAGE

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

✓ **a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ **b. Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Signature/Date

Ronald D'Aversa President
Print Name and Position

NO TEXT ON THIS PAGE

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: Hi Tech Air Conditioning Service Inc

TELEPHONE NUMBER: 631-491-5210

WORK SITE OR FACILITY NAME: Nassau County Hicksville Garage and 1194 Prospect Avenue

WORK SITE OR FACILITY ADDRESS OR OTHER IDENTIFYING DESCRIPTION:

Contract No B90400-059HR

Signature

2/26/18
Date

Ronald D'Aversa, President
Print Name and Title of Signer

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.

Ronald D'Aversa President 2/26/18
Name and Title of Authorized Representative m/d/yy

Signature 2/26/18 Date

HiTech Air Conditioning Service Inc
Name of Organization

60 Otis Street, W. Babylon NY 11704
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 33

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 33

   b. as a Subcontractor 33

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
See attached			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
See attached			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? No
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? No
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

10. In what other lines of business are you financially interested?

None

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Ronald D'Aversa	President	41	HVAC	all

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
25 Fully Equipped HVAC service vans			
7500 sq. ft. HVAC service shop stocked with HVAC parts and piping - all located at 60 Otis Street, West Babylon NY			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

None

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

14. In what manner have you inspected this proposed work? Explain in detail.

Site Visit

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

Job will be performed per all drawings and specifications provided.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Ronald D'Aversa

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

See attached certificates

NO TEXT ON THIS PAGE

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
SUFFOLK)ss.:
COUNTY OF ~~NASSAU~~)

Ronald D'Aversa Being duly sworn, deposes and says: That he resides at [redacted] Street, in the City of [redacted] that he is the President of Hi Tech Air Conditioning Service Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
this 26 day of February , 2018.

SILVIA M. ADAIR
Notary Public, State of New York
No. 01AD6098957
Qualified in Suffolk County
Commission Expires Sept. 22, 2019

Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

NO TEXT ON THIS PAGE

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, plus the Add Alternate(s), minus the Deduct Alternate(s) where applicable, taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

NO TEXT ON THIS PAGE

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier
235233	Boilers	Smith

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

Hi Tech Air Conditioning Service Inc.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number: _____

Firm or Corporation's Federal ID Number: 11-2722111

Firm or Corporation's Municipal License ID Number: _____

Municipal Licensing Agency: _____

By: _____ Date: 2/26/18

(Print): Ronald D'Aversa Title: President

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____
Secretary

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF ~~NASSAU~~ SUFFOLK)

Ronald D'Aversa Being duly sworn, deposes and says: That he resides at [redacted] that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
This 26 day of February 20 18.

Silvia Adair
Notary Public

SILVIA M. ADAIR
Notary Public, State of New York
No. 01AD6098957
Qualified In Suffolk County
Commission Expires Sept. 22, 2019

NO TEXT ON THIS PAGE

Hi Tech Air Conditioning Service, Inc.
On-going Projects as of 2/20/18

CONTRACT	CONTRACT AMOUNT	TERM	START DATE	COMPLETION DATE	% COMPLETE	COMMENTS
Nassau County DPW B9040203H Requirements Contract - Various Locations**	$3,000,000.00	2 Years with 2 add'l 1 yr renewals at $1,500,000 per year	May-15	Apr-19	65%	
Roslyn UFSD - HVAC Alterations and Additions	$3,197,000.00		Nov-16	Aug-18	95%	
NYC Board of Education Large Tonnage Requirements Contract - Various Locations **	$21,500,000.00	5 year Requirements contract w/add'l renewal	Jun-12	Feb-18	90%	Original contract $17,000,000 Received $4,500,000 extension.
NYC Board of Education Large Tonnage Requirements Contract - Various Locations **	$10,972,000.00	5 year Requirements contract w/add'l renewal	TBD	TBD	0%	Start date pending...award letter received 7/21/17
NYC School Construction Authority	$54,000.00	3 year HVAC Maint and Repair Svcs	Nov-17	Oct-20	30%	
Massapequa UFSD - HVAC Upgrades - Various Schools	$2,268,930.00		Jun-17	Feb-18	98%	
NYC Board of Education - PS 286 - Chiller Install	$475,000.00		Jan-18	Mar-18	10%	
Massapequa UFSD - HVAC Upgrades - Berner MS	$275,000.00		Sep-17	Feb-18	75%	
St. Agnes Cathedral - Chiller Install	$119,252.00		Feb-18	Mar-18	10%	
North Bellmore Public Library - HVAC Upgrade	$811,000.00		Mar-18			
North Hempstead DPW - Denton Ave HVAC Upgrade	$1,133,740.00		Apr-18			
NYC Board of Education - HS for Info Technology Two Cooling Towers Installation	$614,035.00		Feb-18	Mar-18	10%	

**** Please note this contract is a requirements contract and work performed is on an as need basis. The % completion is based on work billed to date against the full value of the contract.**

REFERENCES

NYC Board of Education Various Schools – Installations/Repairs Ramesh Narayan – 718-361-3773 2012 thru 2017	$17,000,000
Nassau County DPW – Contract B90402 02H Various Locations – Installations/Repairs Mike Puleo – 516-571-6917 2013 thru 2017	$7,500,000
Nassau County DPW – Contract B90402 03H Various Locations – Installations/Repairs Mike Puleo – 516-571-6917 2015 thru 2019	$8,000,000
Lawrence UFSD – Lawrence High School Installation of HVAC for Cafeteria and Auditorium Jack Eisenbach – 315-735-1916 Completed 11/2015	$722,386
Christopher Morley Park/Grant Park Ice Rinks Installation of Chiller System for Refrigeration of Ice Rinks Mike Fritz – 516-537-2772 Completed 12/2015	$1,355,000
Nassau County Firefighters Museum Installation of new HVAC and DDC Control System Joseph Amerigo – 516-571-6804 Completed 9/2014	$1,540,000
Nassau County Aquatic Center Installation of Chiller, Cooling Tower, AC Units and Ductwork Adrian Cavanagh – 516-571-6872 Completed 12/2014	$2,249,523

REFERENCES

Contact	Telephone
Mr. Adrian Cavanagh Nassau County DPW	516-571-6872
Mr. Joseph Riccio Director of Engineering Nederlander Organization	917-306-5782 cell
Mr. Richard Luniewski Project Director St. John's University	718-990-2377
Mr. Ray Stroh Engineering St. Catherine's of Siena Hospital	631-862-3070
Ms. Maryann Ortega Skyline Management (160/600 Old Country Rd)	516-393-8400 x157
Mr. Angel Serrano White Plains Police Headquarters	914-426-6084
Mr. Steve Bills Westfield – Sunrise Mall	516-322-1474 (cell) 516-795-3550 x212 (office)
Mr. Jim Frank Smith Haven Mall	631-724-8066 516-506-1181 (cell)
Mr. Chris Masterangelo Director of Engineering Helen Keller Institute	516-944-8900 x201

If you have any difficulty in reaching any of these accounts, or wish additional listings, please do not hesitate to contact us.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/03/2017

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	CONTACT NAME: Laura Scherer	
Colgreave Insurance Agency, Inc. 558 Portion Rd. Ronkonkoma NY 11779	PHONE (A/C, No, Ext): (631)981-5400	FAX (A/C, No): (631)981-5448
	E-MAIL ADDRESS: lscherer@get-insured.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hi-Tech Air Conditioning Service, Inc. 60 Otis Street West Babylon NY 11704-1406	INSURER A: Harleysville Ins Co Of New York	10674
	INSURER B: Harleysville Worcester Insurance Company	26182
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master 17-18 GL BA UM **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			MPA00000067750U	11/01/2017	11/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			BA 00000067749U	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CMB00000067748U	11/01/2017	11/01/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER 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 Department of Public Works is an Additional Insured under the General Liability policy when required by written contract.

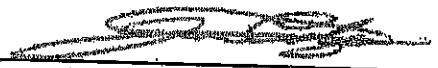
CERTIFICATE HOLDER

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury NY 11590

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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New York State Insurance Fund
199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 112722111

HI-TECH AIR CONDITIONING
SERVICE INC.
60 OTIS STREET
WEST BABYLON NY 11704

Scan to Validate

POLICYHOLDER	CERTIFICATE HOLDER
HI-TECH AIR CONDITIONING SERVICE INC. 60 OTIS STREET WEST BABYLON NY 11704	NASSAU COUNTY DPW 1194 PROSPECT AVENUE WESTBURY NY 11590

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G 1263 653-6	185865	04/01/2017 TO 04/01/2018	03/06/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1263 653-6, 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. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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

Sherwin Taylor

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 806222320

00000000000041944904

[00000000000041944904][0001-00001263653][6WG][14580-10][Cert_NoP-CERT_1][01-00001]

RONALD D'AVERSA
[redacted]

WORK EXPERIENCE:

Hi Tech Air Conditioning Services, Inc. (1985 – Present)
60 Otis Street
West Babylon, NY 11704

President - Service, repair and installations of industrial/commercial air conditioning and refrigeration units including ice rinks, chillers and computer room units.

Carrier Corp (1983 – 1985)
Syosset, NY

Service industrial air conditioning. Duties included ice rinks, chillers, computer room air conditioning units.

Bailey Refrigeration (1978 – 1983)
74 Sullivan Street
Brooklyn, NY

Service of industrial air conditioning and marine air conditioning. Duties included air handling systems, compressor replacements and all aspects of air conditioning and refrigeration repair.

Amana Refrigeration (1977 – 1978)
New Highway
Farmingdale, NY

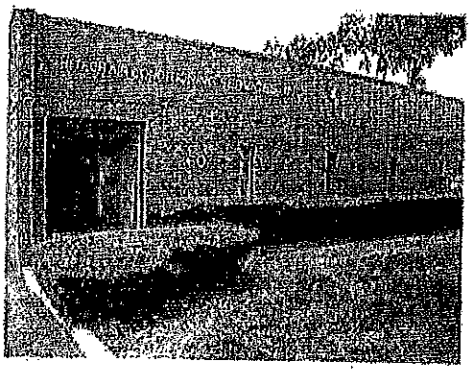
Service of domestic air conditioning and refrigeration.

HI TECH Air Conditioning Service, Inc.

60 Otis Street West Babylon, N.Y. 11704
(631)-491-5210 T (631)-253-0045 Fax

The firm of **HI TECH Air Conditioning Service, Inc.** has provided air conditioning emergency service, repairs, and installation of air conditioning equipment for all types of buildings and facilities for over twenty years.

Owning our own 10,000 square foot facility, and located in West Babylon, N.Y., all our technicians are dispatched to serve the five boroughs of NYC as well as Long Island, South Westchester County, and Eastern New Jersey.



Our areas of specialty are:

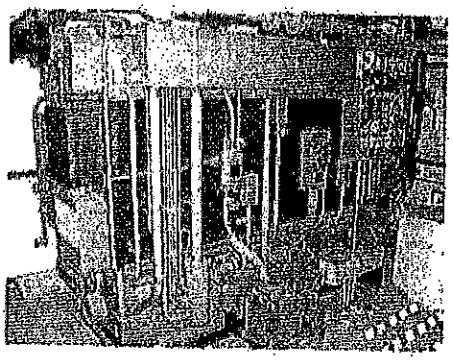
Service Agreements
Emergency Service
Equipment Maintenance
Chiller Installations
Mechanical Installations

HI TECH Air Conditioning Service, Inc has a full complement of Project Managers, Service Managers and Field Service Technicians to service all aspects of the HVAC industry.

Each one of our Field Service Technicians are constantly kept up to date with all of the latest procedures in the industry.

The management and field staff of **HI TECH Air Conditioning Service, Inc.** are thoroughly experienced with all models of large tonnage chillers through extensive past factory service with Trane, Carrier, Broad, Cention, York and many others.

With over thirty-five (35) experienced field service technicians on call 24/7, supported by a management team comprised of nine (9) former service technicians, we are capable of providing timely service to all our clients. This makes us one of the largest privately owned HVAC Service Agencies servicing air conditioning equipment in the New York metropolitan area.



Keeping in contact with our staff with the latest in cellular technology and G.P.S. tracking technology maintains the highest levels of expertise and communication, surpassing the industry standards to keep us in touch with today and well into the future.

Our fleet of up to date modern vehicles incorporate the use of the most up to date stocking systems and fuel monitoring technologies to keep the right parts in the vehicle and the savings in the customers pocket.

JOB MANAGEMENT APPROACH

The main goal of our management approach is to insure that there is complete management of all jobs sold.

Joe Siano
President

Personal involvement of the principals and staff managers in the day to day decisions of all projects no matter how large or small, insures a high degree of attention to detail at the management level. This is supported and adhered to by a strong field staff of service technicians.

Charlie Barragato
Service Manager

Each job or project falls under the direct supervision of a ***Project Manager*** who is in turn supervised by either the ***Service Manager, Sales Manager,*** or both, to insure the customer receives complete service.

All of these positions are overseen by the two principals of the company. Weekly job meetings are held to insure the appropriate attention is given to all jobs, and potential problems are headed off before they become unmanageable to the ultimate detriment of the client

HI Tech
Service Fleet

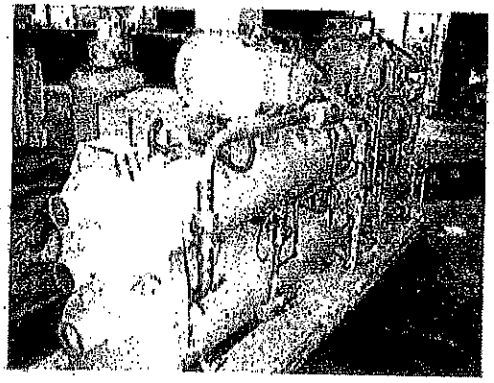
Primary Services

HI TECH Air Conditioning Service, Inc. provides prompt and competent service and repair of the following equipment:

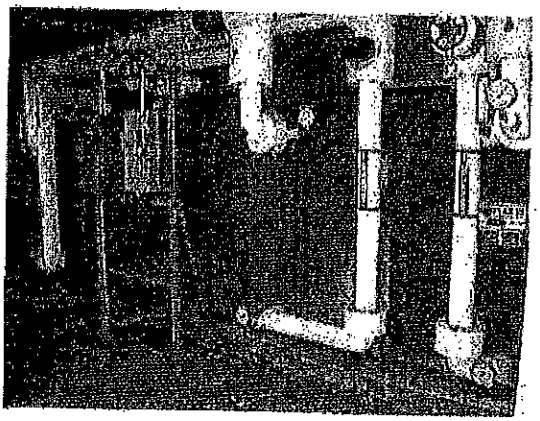
Employing over thirty-five (35) qualified HVAC service technicians enables us to provide immediate response to our clients. All of our technicians offer years of field experience and are supervised by former manufacturer service representatives.

Whether it's a 15 ton rooftop serving a tenant space, or a 1000 ton absorption or centrifugal chiller serving an entire building, **HI TECH Air Conditioning Service, Inc.** has the capability to solve your service needs.

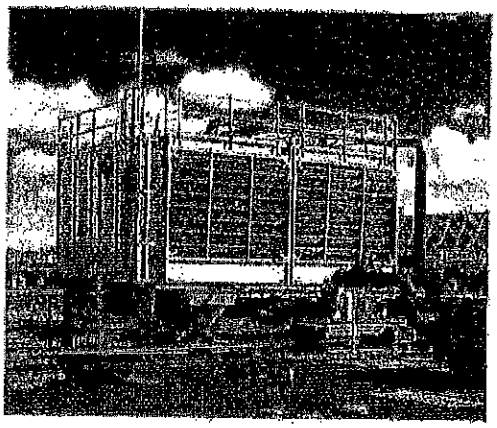
All Types Of Chillers



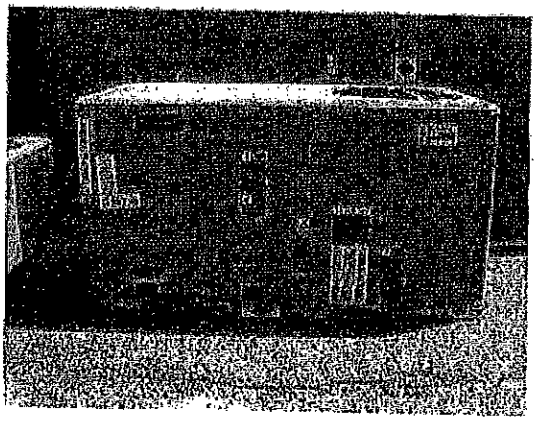
Central Station Air Handlers



Cooling Towers

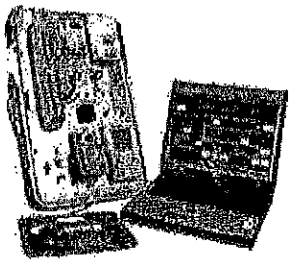


Small Tonnage AC Systems



Additional Services

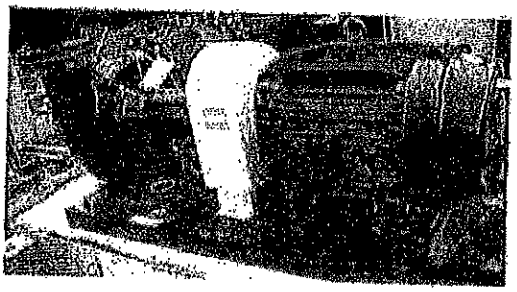
Many HVAC service companies including the manufacturers, focus only on service and repairs to the main air conditioning equipment. **HI TECH Air Conditioning Service, Inc.** recognizes that often times a perceived chiller problem is in fact a failure of the auxiliary support machinery serving the main chiller and not the chiller itself.
This often translates to avoidance of responsibility by the existing service company and ultimately loses times and money for the client in rectifying the problem.



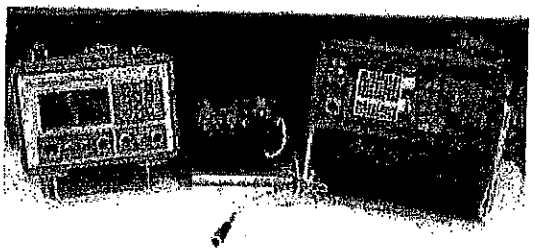
Building Management Systems

HI TECH Air Conditioning Service, Inc. recognizes this as a growing problem and has successfully developed a secondary line of services for the client.

This line is designed to provide for rapid diagnostics and repairs for auxiliary machinery serving the main chiller plant.



Circulating Pumps



Eddy Current Testing

These services are listed below,

Water Circulating Pumps
Motor Repair & Replacement
Valve Repair & Replacement
Retubing of Heat Exchangers
Coil Replacement
Eddy Current Testing
Repairs to Air Handlers
Welding Services
Factory Retrofits
Piping Repairs
Solution Analysis
Refrigerant Analysis

Having the technical ability to diagnose support equipment problems as well as the ability the implement immediate repairs translates to less equipment down time and enhanced customer satisfaction.

The ability of **HI TECH Air Conditioning Service, Inc.** to service support machinery to the main chillers are the only one of the many reasons that we have evolved in the New York Metropolitan area HVAC industry.

Service & Maintenance Agreements

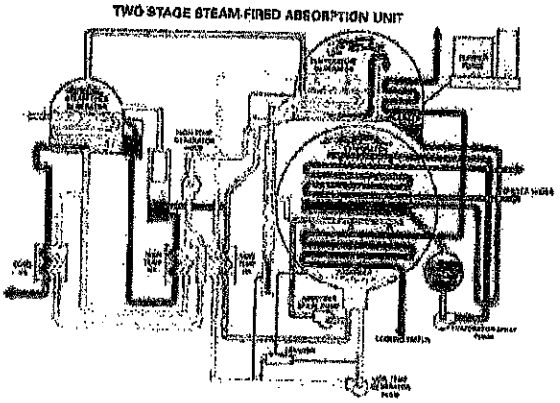
In addition to the other services listed, **HI TECH Air Conditioning Service, Inc.** offers a wide range of **Service and Maintenance Agreements** that can be custom tailored for any building or facility's type of operation or budget.

Our agreements can encompass not only **Absorption, Centrifugal and Reciprocating** chillers but can also be designed to include and or all of the support machinery that is vital to the operation of the main plant.

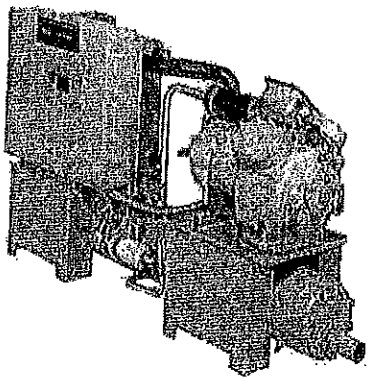
The importance of a properly designed **Service Agreement** can never be overstated especially on HVAC equipment.

Through scheduled seasonal and monthly inspections, regular preventive maintenance tasks rapid emergency service response all properly coordinated with the customers building operation a **HI TECH Service Agreement** has the power to extend the life of the equipment and reduce the operating costs.

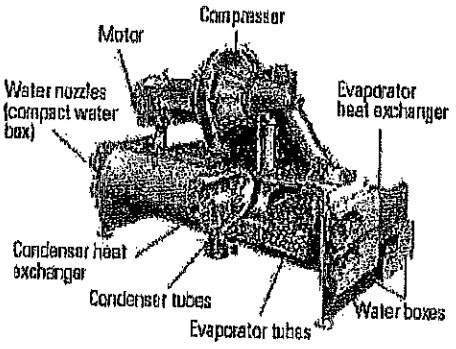
From a Building Owner or Property Managers standpoint a properly crafted **Service Agreement** is the **first** step in Preventive Maintenance.



Absorption Chiller



Reciprocating Chiller



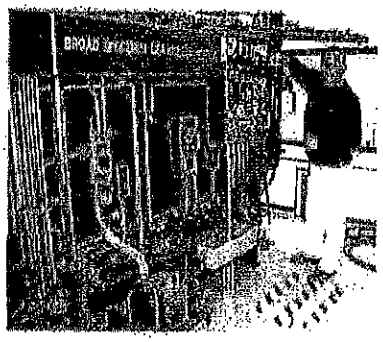
Centrifugal Chiller

Technical Quality

HI TECH Air Conditioning Services, Inc. is dedicated to the highest standards of knowledge and training for our field staff.

We achieve this by the rigid enforcement from all members of the management team, a commitment to professionalism at all levels and a program of continued training of our field technicians on the changes in technology as it occurs.

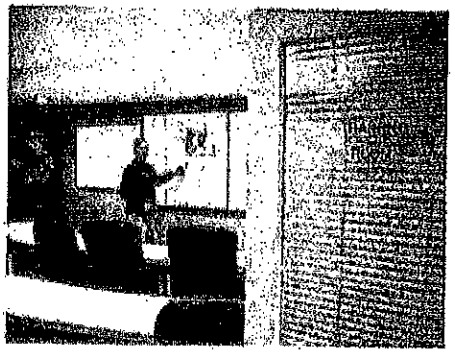
Training of our staff is initially received at our office in a climate controlled machine room, where we have an actual absorption chiller installed and operating during seminar sessions complete with all of the auxiliary circulating pumps and cooling tower.



HI TECH A/C Training Machine

The machine room is fronted by a wall of glass separating a formal training area designed to serve a maximum of 16 students at one time. This state of the art facility is constantly kept up to date to the latest in industry standards.

As a further benefit to our clients, HI TECH Air Conditioning Services, Inc. can provide supplemental training for equipment operators and maintenance staff on general building maintenance and equipment operations.



HI TECH A/C Seminar Room

In this manner HI TECH Air Conditioning Services, Inc. partners with the client to form a team with the client staff to assure complete coverage for the equipment serving the building.

Future Operations

The last decade of the past century closed out with the advent of technological advances in our computer industry dramatically changing our personal and professional lives.
The new Millennium will soon see even further advances in technology with a need for a greater utilization of ***Inter - Company*** relationships

The standard Management Company to Subcontractor relationship will still continue to exist, but for it to be effective on sophisticated chiller equipment as well as providing efficient building management, an emphasis on co-opting tactical and strategic responsibilities will be required.

HI Tech Air Conditioning Service, Inc. has been operating with our clients in this manner towards achieving that goal for over seven years with huge success.

This success is defined by:

1. **Less equipment down time**

2. **More efficient operation with a corresponding reduced utility expense to the client.**

3. **Better training for client employees The ability to anticipate and accrue for capital expense.**

4. **Customer satisfaction**

HI Tech Air Conditioning Services Inc. has developed a business model based on **Planned Action** *versus* **Spontaneous Reaction.** It has been our experience that emergency service *always* costs the customer more than a properly implemented maintenance program.

With HI TECH Air Conditioning Service Inc. a properly planned preventive maintenance program custom tailored to fit each and every clients daily needs, while at the same time keeping a watchful eye on anticipated capital expenses has made us what we are today... One of the largest independently owned and operated industrial service agency in the New York metropolitan area with a very loyal and long term customer base.

So whether your facility is being handled by a 10 ton split system or a 1000 ton chiller or you have a plan and specification project or even need to have a project designed and built, you can depend on HI TECH Air Conditioning Service Inc. to provide rapid, competent and caring service.

For Service & Sales
Office (631)491-5210
Fax (631) 491-5307

Info@hitechac.com

Please visit our website @ www.hitechac.com

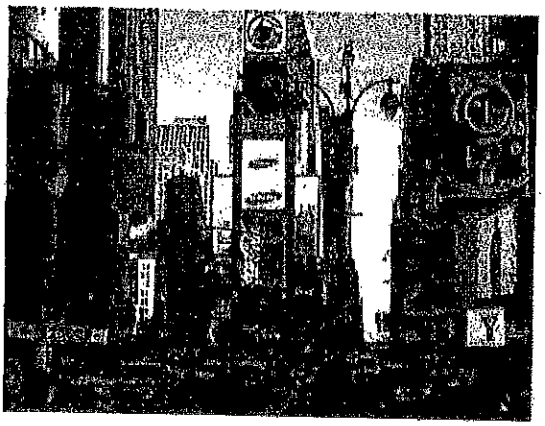
TYPICAL HI TECH CLIENTS

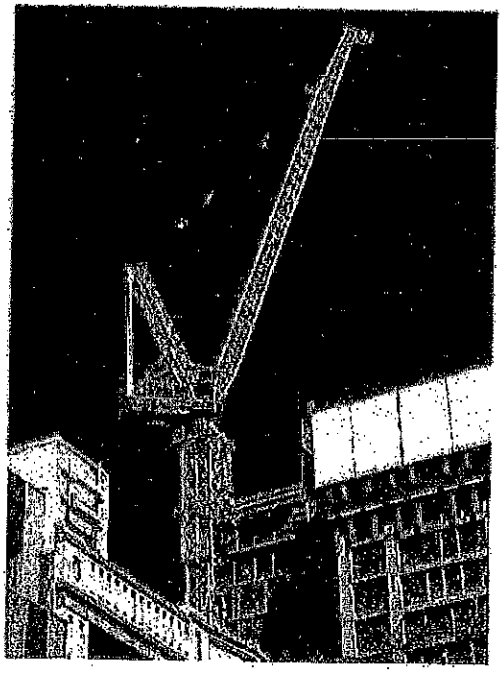
HI TECH Air Conditioning Service Inc. is a service agency where **Total System Service** is provided.

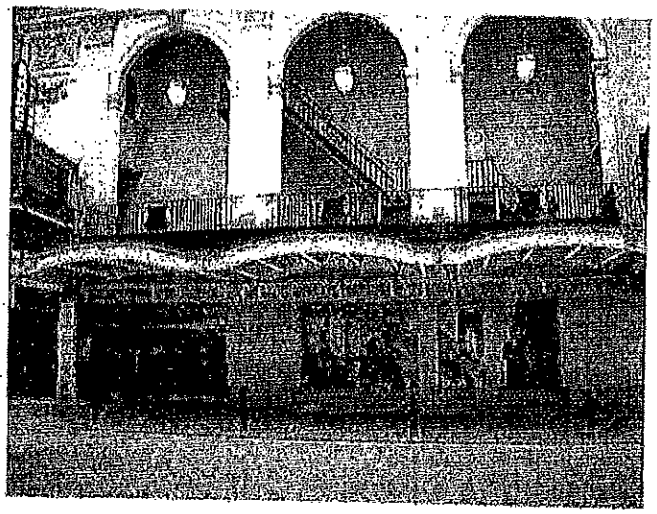
Please see our profile below of our loyal client list we provide a wide range of service for.

1. **Property Management Firms**
2. **Hotels**
3. **Schools**
4. **Broadway Theaters**
5. **Banks**
6. **Hospitals**
7. **Apartment Buildings**
8. **Nursing Homes**
9. **Laboratories**
10. **Office Buildings**
11. **Malls**

In having the ability to be able to make such a claim it should be inherently recognized that only by providing a superior service product line and a high state of technical competence would well known facilities depend on us for all of their air conditioning needs now and well into the future. HI TECH Air Conditioning Service, Inc. doesn't just boast excellence, we have over 25 years of diligence and dedication.







It is only by being a premier Service agency that we can proudly take credit in providing service to globally recognizable locations

Enterprise Association of Steamfitters Local Union 638 U.A.
OF
STEAM, HOT WATER, HYDRAULIC, SPRINKLER, PNEUMATIC TUBE, COMPRESSED AIR, ICE MACHINE, AIR CONDITIONING AND GENERAL PIPE FITTERS OF NEW YORK AND LONG ISLAND, A.F.L.-C.I.O.

STEAMFITTERS LOCAL UNION 638 OF THE UNITED ASSOCIATION

Robert J. Bartels, Jr.
Business Agent-at-Large
27-08 40th Avenue, 4th Floor
Long Island City, N.Y. 11101

Phone: Office (718) 392-3420
Fax: (718) 784-7285

February 16, 2018

Hi-Tech Air Condition
60 Otis Street
West Babylon, New York 11704

Re: Enterprise Association Local 638 Joint Service Fitters Apprenticeship Committee
NYS Sponsor Code #10693 NYS ATP Code # 13276

Dear Ronald Daversa:

Please be advised that because your firm is a signatory to the July 1, 2017 to July 30, 2021 Metal Trades Collective Bargaining Agreement with Enterprise Association Metal Trades Branch Local 638, your firm is entitled to hire apprentices registered with and participating in the Joint Service Fitters Apprenticeship Committee ("JSAC"). The JSAC currently conducts a fully registered and approved New York State Apprenticeship Training Program ("ATP") in the Refrigeration & Air Conditioning Mechanic Classification under the above referenced ATP Code. The JSAC is co-sponsored by Local 638 and the Mechanical Service Contractors Association of New York, Inc. and it complies with all provisions of New York City as well as Suffolk and Nassau County Laws.

Any further inquiries should be directed to the undersigned's attention. If, at any time, you need to provide proof that an apprentice in your employ is participating in the JSAC Apprenticeship Program, a copy of their individual AT-401 (NYS Apprentice Agreement) can be provided to you.

Sincerely,

Robert J. Bartels Jr.

Robert Bartels, Jr.
Business Agent At Large
Member, JSAC

Sheet Metal Workers' Local 28
JOINT APPRENTICESHIP COMMITTEE
139-20 Jamaica Ave., Jamaica, NY 11435

EXCELLENCE THROUGH TRAINING

Tech Mechanical, Inc.
60 Otis Street
West Babylon, NY 11704

To Whom It May Concern:

This letter serves as verification that **Tech Mechanical, Inc.** is a signed contractor with Sheet Metal Workers Local 28 and is enrolled in an apprentice program that is registered with the New York State Department of Labor.

Sheet Metal Workers' Local 28 assigns all apprentices they employ.
If you have any questions or wish to discuss further, please do not hesitate to call.

Very Truly Yours,

Leah Rambo
Leah Rambo
JATC Coordinator

LR/ee

JOINT APPRENTICESHIP
and
TRAINING COMMITTEE
for the

Electrical Industry
OF NASSAU
& SUFFOLK COUNTIES

370 Motor Parkway
Hauppauge, NY 11788
(631) 434-3939
Fax: (631) 434-3991
www.iljatc.org

January 5, 2018

L.E.B. Electric
85 Ralph Avenue
Coplague, NY 11726

Dear: Mr. Parker:

Please be advised that because you are signatory in good standing to the Collective Bargaining Agreement between Local Union No. 25, I.B.E.W. and the National Electrical Contractors Association you are entitled to hire apprentices through the Joint Apprenticeship and Training Committee electrical apprenticeship program. Our apprenticeship program is registered with the New York State Department of Labor and is approved and recognized as such, we also comply with all provisions of Suffolk and Nassau County Law.

If you currently employ, or have employed apprentices in the past and you need to provide proof that the apprentice(s) is, are or were a part of a New York State registered apprenticeship program, we will be happy to provide you with a copy of their AT-401 (New York State Apprenticeship Agreement).

Sincerely,

JOINT APPRENTICESHIP
AND TRAINING COMMITTEE

Christopher E. Kelly
Training Director

CEK/ek

JOINT APPRENTICESHIP COMMITTEE OF PLUMBERS LOCAL NO. 200

DANNY GRODOTZKE
CO-CHAIRMAN

375 CENTRAL AVENUE
BOHEMIA, NEW YORK 11716
PHONE 631-567-3083
FAX 631-210-0033
local200inc@optonline.net
Training Coordinator
Keith Gordon

FRANK COLASURDO
CO-CHAIRMAN

February 26, 2018

To Whom It May Concern:

Please be advised that Lymbrook Plumbing and Heating Inc., is signatory to a Collective Bargaining Agreement with Plumbers Local Union #200 and is a contractor in good standing.

Plumbers Local Union #200 has an apprenticeship Training Program (Sponsor Code 00337, ATP Code 13180) that is approved and recognized by both the federal Department of Labor and the New York State Department of Labor.
Being signatory to our agreements,Lynbrook Plumbing and Heating Inc... may, at their discretion, employ apprentices that are indentured in our program.

If you have any questions regarding the Apprenticeship Training Program of Plumbers Local Union #200, please contact me at any time.
If you have any questions, please feel free to contact me.

Sincerely,

Keith Gordon
Training Coordinator

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Hi Tech Air Conditioning Service
Address (street/city/state/zip code):	60 Otis Street, West Babylon NY 11704
Authorized Representative (name/title):	Ronald D'Aversa President
Authorized Signature:	
Contract Number:	B90400-059HR
Contract/Project Name:	Hicksville Garage and 1194 Prospect Ave HVAC Renovation
Contract/Project Description:	Replace (2) 55yr. old boilers, renovate boiler Room - Modify boiler Room Chimney, repair some existing equipment (Hicksville garage) Modify ductwork and rooftop units at 1194 Prospect Alternates 1 and 2 were not taken under this bid

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	1,496,000		TBD
Total MBE Dollar Amount	TBD	MBE Contract Percentage	TBD
Total WBE Dollar Amount	TBD	WBE Contract Percentage	TBD
Total Combined M/WBE Dollar Amount	TBD	Combined M/WBE Contract Percentage	TBD

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.	TBD	Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.	TBD	Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

E-112-18

NIFS ID:CLPW18000015 Department: Public Works

Capital: X

SERVICE: CM Services-Family & Matrimonial Ct-Amend 2-B90632M-

Contract ID #:CFPW11000001 NIFS Entry Date: 04-SEP-18 Term: from to

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

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

Vendor Info:	
Name: **LiRo Program and Construction Management, P.C.**	Vendor ID#: **11-3205660**
Address: Three Aerial Way Syosset, NY 11791	Contact Person: Luis M. Tormenta
	Phone: (516) 938-5476

Department:
Contact Name: Kenneth G. Arnold, P.E.
Address: 1194 Prospect Avenue Westbury, NY 11590
Phone: (516) 571-9607

RECEIVED
NASSAU COUNTY
THE LEGISLATURE
2018 SEP 10 P 3:16
CLERK OF

Routing Slip

Department	**NIFS Entry: X**	**04-SEP-18 -- LDIONISIO**
Department	**NIFS Approval: X**	**04-SEP-18 -- RDALLEVA**
DPW	**Capital Fund Approved: X**	**04-SEP-18 -- RDALLEVA**
OMB	**NIFA Approval: X**	**04-SEP-18 -- APERSICH**
OMB	**NIFS Approval: X**	**04-SEP-18 -- JDEVITO1**
County Atty.	**Insurance Verification: X**	**04-SEP-18 -- AAMATO**
County Atty.	**Approval to Form: X**	**04-SEP-18 -- NSARANDIS**
Dep. CE	**Approval: X**	**06-SEP-18 -- BSCHNEIDER**

Leg. Affairs	**Approval/Review: X**	**05-SEP-18 -- KHORST**
Legislature	**Approval:**	
Comptroller	**NIFS Approval:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: Approval of an amendment to a Personal Service Agreement with LiRo Program and Construction Management, P.C. to continue to provide Construction Management services in connection with the Nassau County Family and Matrimonial Courts through anticipated completion of Phase 1 of the project.
Method of Procurement: RFP - A qualification-based rating system to accordance with established DPW procedure.
Procurement History: In August 2010, the County published a Request for Proposals (RFP) in the local newspapers and on the County website. Technical and separately sealed cost proposals were receive from then (10) firms on August 26, 2010. The technical proposals were rated and LiRo Program and Construction Management, P.C. was selected.
Description of General Provisions: This Amendment provides post construction and close-out phase professional services in connection with the gut renovation and adaptive re-use of 101 County Seat Drive to house the Family and Matrimonial Courts.
Impact on Funding / Price Analysis: Approval is requested for an increase of $450,000.00 in additional funding.
Change in Contract from Prior Procurement: Extension of Time and increase in fee.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**90**
Resp:	**632**
Object:	**00003**
Transaction:	**CL**
Project #:	**90632**
Detail:	**000**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 450,000.00
Other	$ 0.00
TOTAL	$ **450,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP90632-000/00003	$ 450,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 450,000.00

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** LiRo Program and Construction Management, P.C.

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

   Amount to be encumbered: $450000

   This is a Amendment

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

3. **Contract Term:**
   Has work or services on this contract commenced? N ____

   If yes, please explain:

4. **Funding Source:**

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

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	Y
Has the County Legislature approved the borrowing?	Y
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:**

Approval of an amendment to a Personal Service Agreement with LiRo Program and Construction Management, P.C. to continue to provide Construction Management services in connection with the Nassau County Family and Matrimonial Courts through anticipated completion of Phase 1 of the project.

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

   Nassau County Attorney as to form Y

   Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

APERSICH 04-SEP-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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 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 PUBLIC WORKS AND LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Liro Program and Construction Management P.C. in connection with construction management for the Nassau County Family and Matrimonial Court 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 amendment to an agreement with Liro Program and Construction Management, P.C.

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: LIRo Program and Construction Management P. C.

CONTRACTOR ADDRESS: Three Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 11-320560

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 October 20, 2011 [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 ten (10) firms responded to the RFP and these responses were evaluated using a qualification-based rating system in accordance with established Department of Public Works procedure. [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

9/4/18

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?

Yes, Friends of Edward Mangano, Friends of Norma Gonsolves, Lewis Yevoli, Steven Labriola, Jack Martins, Rose Walker, Richard Nicolello, Laura Curran

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: LiRo Program and Construction Management, PE P.C.

Dated: 7/6/18

Signed:

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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.

NO/NONE

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

NO/NONE

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

NO/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.**

NO/NONE

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

NO/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/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: 7/6/18

Signed:

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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 Rocco L. Trotta

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 3 Aerial Way

   City/state/zip Syosset, NY 11791

   Telephone 516-938-5476

   Other present address(es) See Attached

   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 03/03/1994 Shareh8lder 03/03/1994

   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 X NO _ If Yes, provide details. 100% 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 X NO _ If Yes, provide details. See attached

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 X__ NO ____ If Yes; provide details for each such investigation. See attached.

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, Rocco Trotta, 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 July 2018

Notary Public

SONIA ROBAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6119011
Qualified in Queens County
My Commission Expires November 22, 2016

LiRo Program and Construction Management, PE P.C.

Name of submitting business

Rocco Trotta

Print name

Chairman

Title

7 / 9 / 18

Date

PQ: Question 1
Business History Form: Question 2

OFFICE LOCATIONS

LiRo has offices throughout the Northeast and in California. For directions, please click on the desired location or email info@liro.com.

Corporate Headquarters
3 Aerial Way
Syosset, New York 11791
Tel: 516-938-5476
Fax: 516-937-5421
Map & Directions

New York City Office
One State Street Plaza
28th Floor
New York, NY 10004
Tel: 212-563-0280
Fax: 212-563-1841
Map & Directions

Buffalo Office
690 Delaware Avenue
Buffalo, NY 14209
Tel: 716-882-5476
Fax: 716-882-9640
Map & Directions

Mineola Office
235 East Jericho Turnpike
Mineola, NY 11501
Tel: 516-746-2350
Map & Directions

Rochester Office
85 Allen Street
Suite 300
Rochester, NY 14608
Tel: 585-287-8833
Map & Directions

New Jersey Office
101 Hudson Street, 21st Flr
Jersey City, NJ 07302
Tel: 732-409-6953
Map & Directions

Pennsylvania Office
538 Spruce Street, Suite 506
Scranton, PA 18503
Tel: 570-963-7713
Map & Directions

Connecticut Office
Soundview Plaza
Suite 700R
1266 E Main Street
Stamford, CT 06902
Tel: 203-992-4560
Map & Directions

Los Angeles Office
3435 Wilshire Blvd. Suite 2050
Los Angeles, CA 90010
Tel: 323-422-1638
Map & Directions

Queens Office
141-07 20th Avenue
Suite 503
Whitestone, NY 11357
Tel: 718-445-5295
Map & Directions

Build It Back - Brooklyn
1380 Rockaway Pkwy
Brooklyn, NY 11236
Tel: 646-685-8600
Map & Directions

Brooklyn Office
703 Lorimer Street
Brooklyn, NY 11211
Tel: 718-782-0267
Map & Directions

Hicksville Office
100 Duffy Avenue, Suite 402
Hicksville, NY 11801
Tel: 516-595-2900
Map & Directions

James, LaSala & Associates
761-80 Coates Avenue
Holbrook, NY 11741
Tel: 631-592-2600
Map & Directions

DiGiorgio Associates Inc.
Monitor Builders Inc.
DAI, Inc.
Main Office:
529 Main Street
Suite 3303
Boston, MA 02129
Tel: 617-723-7100
Map & Directions
Satellite Office:
500 Washington Avenue
Portland, ME 04103
Tel: 207-582-2400
Map & Directions

Question 4
Rocco L. Trotta, PE in his capacity as Owner of the Submitting Vendor has issued a personal guarantee on the Submitting Vendor's working capital line of credit with Capital One, N.A. The maximum amount of the line of credit is $15M and guaranteed personally by Mr. Trotta.

Question 5
Mr. Trotta is the owner of the following affiliated companies:

LiRo Engineers, Inc. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. - Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control
LiRo GIS and Survey, P.C. - Common Ownership and Control
James, LaSala & Associates, LLP – Common Ownership and Control
Monitor Builders, Inc. – Subsidiary
DAI, Inc. – Subsidiary
DiGiorgio Associates, Inc. – Subsidiary

Question 6
Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

Question 10

NYCHA Roofing
NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

Sukmany Construction
On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay $8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

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 Luis M. Tormenta
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3 Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-5476
   Other present address(es) See Attached
   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 09 / 29 /06 Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President __/__/__ Chief Operating Officer 05 / 15 /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 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.

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

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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 X NO ____ If Yes; provide details for each such investigation. See attached.

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, Luis M. Tormenta, 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 6th day of July 2018

Notary Public

SONIA ROBAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6119011
Qualified in Queens County
My Commission Expires November 22, 2020

LiRo Program and Construction Management, PE P.C.

Name of submitting business

Luis M. Tormenta, PE

Print name

Signature

Chief Executive Officer

Title

7 / 6 / 18

Date

PQ: Question 1
Business History Form: Question 2

OFFICE LOCATIONS

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Corporate Headquarters
3 Aerial Way
Syosset, New York 11791
Tel: 516-938-5476
Fax: 516-937-5421
Map & Directions

New York City Office
One State Street Plaza
28th Floor
New York, NY 10004
Tel: 212-563-0280
Fax: 212-563-1841
Map & Directions

Buffalo Office
690 Delaware Avenue
Buffalo, NY 14209
Tel: 716-882-5476
Fax: 716-882-9640
Map & Directions

Mineola Office
235 East Jericho Turnpike
Mineola, NY 11501
Tel: 516-746-2350
Map & Directions

Rochester Office
85 Allen Street
Suite 300
Rochester, NY 14608
Tel: 585-287-8833
Map & Directions

New Jersey Office
101 Hudson Street, 21st Flr
Jersey City, NJ 07302
Tel: 732-409-6953
Map & Directions

Pennsylvania Office
538 Spruce Street, Suite 506
Scranton, PA 18503
Tel: 570-963-7713
Map & Directions

Connecticut Office
Soundview Plaza
Suite 700R
1266 E Main Street
Stamford, CT 06902
Tel: 203-992-4560
Map & Directions

Los Angeles Office
3435 Wilshire Blvd. Suite 2050
Los Angeles, CA 90010
Tel: 323-422-1638
Map & Directions

Queens Office
141-07 20th Avenue
Suite 503
Whitestone, NY 11357
Tel: 718-445-5295
Map & Directions

Build It Back - Brooklyn
1380 Rockaway Pkwy
Brooklyn, NY 11236
Tel: 646-685-8600
Map & Directions

Brooklyn Office
703 Lorimer Street
Brooklyn, NY 11211
Tel: 718-782-0267
Map & Directions

Hicksville Office
100 Duffy Avenue, Suite 402
Hicksville, NY 11801
Tel: 516-595-2900
Map & Directions

James, LaSala & Associates
761-80 Coates Avenue
Holbrook, NY 11741
Tel: 631-592-2600
Map & Directions

DiGiorgio Associates Inc.
Monitor Builders Inc.
DAI, Inc.
Main Office:
529 Main Street
Suite 3303
Boston, MA 02129
Tel: 617-723-7100
Map & Directions
Satellite Office:
500 Washington Avenue
Portland, ME 04103
Tel: 207-582-2400
Map & Directions

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LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Controls
LiRo GIS and Survey, P.C. – Common Ownership and Control
Monitor Builders, Inc. - Affiliate
DiGiorgio Associates, Inc. - Affiliate
DAI, Inc. - Affiliate

Question 6
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Question 10

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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 Lawrence H. Blond
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3 Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-5476
   Other present address(es) See Attached
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ Senior Vice President 09 / 01 / 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 X NO ___; If Yes, provide details. Officer of LiRo Engineers, Inc., LiRo GIS and Survey, P.C. and Monitor Builders, 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 X NO ___
If Yes, provide details. Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 X NO __ If Yes; provide details for each such investigation. See attached.

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, Lawrence H. Blond, 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 6 day of July 2018

Notary Public

STEPHANIE KROL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KR6216833
Qualified in Nassau County
My Commission Expires 01-25-2022

LiRo Program and Construction Management, PE P.C.

Name of submitting business

Lawrence H. Blond, PE

Print name

Signature

Senior Vice President & General Manager

Title

7 / 6 / 18

Date

PQ: Question 1
Business History Form: Question 2

OFFICE LOCATIONS

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Map & Directions

Mineola Office
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Map & Directions

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Los Angeles Office
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Monitor Builders Inc.
DAI, Inc.
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Tel: 617-723-7100
Map & Directions
Satellite Office:
500 Washington Avenue
Portland, ME 04103
Tel: 207-582-2400
Map & Directions

Question 10

NYCHA Roofing

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

Sukmany Construction

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay $8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

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 Burton
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3 Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-5476
   Other present address(es) See attached
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ Senior Vice President 03/16/09
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

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

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 X NO __ If Yes; provide details for each such investigation. See attached

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 Burton, 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 9 day of July 2018

Notary Public

STEPHANIE KROL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KR6216833
Qualified In Nassau County
My Commission Expires 01-25-2022

LiRo Engineers, Inc.

Name of submitting business

Michael Burton, PE

Print name

Signature

Senior Vice President

Title

7 / 9 / 18

Date

PQ: Question 1
Business History Form: Question 2

OFFICE LOCATIONS

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Satellite Office:
500 Washington Avenue
Portland, ME 04103
Tel: 207-582-2400
Map & Directions

Question 5
Mr. Burton is an officer for the following affiliated companies:

LiRo Engineers, Inc. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Controls
LiRo GIS and Survey, P.C. – Common Ownership and Control
Monitor Builders, Inc. - Affiliate
DiGiorgio Associates, Inc. - Affiliate
DAI, Inc. - Affiliate

Question 6
Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

Question 10

NYCHA Roofing
NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

Sukmany Construction
On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay $8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

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 Bailey
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3 Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-5476
   Other present address(es) See attached
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/__ Senior Vice President 05 / 23 / 2014
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details. Officer of LiRo Engineers, Inc. and LiRo GIS and Survey, P.C.

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. The affiliate company has had numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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.
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   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.

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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 X NO ____ If Yes; provide details for each such investigation. See attached.

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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I, Michael Bailey, 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 6 day of July 2018

Notary Public

STEPHANIE KROL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KR6216833
Qualified in Nassau County
My Commission Expires 01-25-2022

LiRo Program and Construction Management, PE P.C

Name of submitting business

Michael Bailey, PE

Print name

Signature

Senior Vice President

Title

7 / 6 / 18

Date

PQ: Question 1
Business History Form: Question 2

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235 East Jericho Turnpike
Mineola, NY 11501
Tel: 516-746-2350
Map & Directions

Rochester Office
85 Allen Street
Suite 300
Rochester, NY 14608
Tel: 585-287-8833
Map & Directions

New Jersey Office
101 Hudson Street, 21st Flr
Jersey City, NJ 07302
Tel: 732-409-6953
Map & Directions

Pennsylvania Office
538 Spruce Street, Suite 506
Scranton, PA 18503
Tel: 570-963-7713
Map & Directions

Connecticut Office
Soundview Plaza
Suite 700R
1266 E Main Street
Stamford, CT 06902
Tel: 203-992-4560
Map & Directions

Los Angeles Office
3435 Wilshire Blvd. Suite 2050
Los Angeles, CA 90010
Tel: 323-422-1638
Map & Directions

Queens Office
141-07 20th Avenue
Suite 503
Whitestone, NY 11357
Tel: 718-445-5295
Map & Directions

Build It Back - Brooklyn
1380 Rockaway Pkwy
Brooklyn, NY 11236
Tel: 646-685-8600
Map & Directions

Brooklyn Office
703 Lorimer Street
Brooklyn, NY 11211
Tel: 718-782-0267
Map & Directions

Hicksville Office
100 Duffy Avenue, Suite 402
Hicksville, NY 11801
Tel: 516-595-2900
Map & Directions

James, LaSala & Associates
761-80 Coates Avenue
Holbrook, NY 11741
Tel: 631-592-2600
Map & Directions

DiGiorgio Associates Inc.
Monitor Builders Inc.
DAI, Inc.
Main Office:
529 Main Street
Suite 3303
Boston, MA 02129
Tel: 617-723-7100
Map & Directions
Satellite Office:
500 Washington Avenue
Portland, ME 04103
Tel: 207-582-2400
Map & Directions

Question 10

NYCHA Roofing

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

Sukmany Construction

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay $8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

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: 7/6/18

1) Proposer's Legal Name: LiRo Program and Construction Management, PE P.C.

2) Address of Place of Business: 3 Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years:
See Attached.

3) Mailing Address (if different): N/A

Phone : 516-938-5476

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 118228840

5) Federal I.D. Number: 11-3205660

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

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: LiRo Program and Construction Management, PE P.C. shares office space, staff, and equipment expenses with its affiliates: LiRo Architects + Planners, PC and LiRo Engineers, Inc, and LiRo GIS and Survey, P.C..

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 X No ___ If Yes, provide details. See attached

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

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

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

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

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. To the best of our knowledge

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 To the best of our knowledge

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. ___
To the best of our knowledge

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. To the best of our knowledge

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, to the best of our knowledge

(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, to the best of our knowledge

(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, to the best of our knowledge

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 are not aware of any matter that is or may become a conflict of interest preventing Li Ro from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services on the project.

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. See attached.

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. See attached.

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.

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 Gilbert Anderson, PE/Commissioner

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone 631-852-4010

Fax # 631-852-4165

E-Mail Address gilbert.anderson@suffolkcountyny.gov

Company Dormitory Authority, State of New York

Contact Person Stephen Curro, PE/Managing Director of Construction

Address One Penn Plaza, 52nd Floor

City/State New York, NY 10119

Telephone 518-257-3271

Fax # n/a

E-Mail Address scurro@dasny.org

Company Town of Oyster Bay Department of Public Works, Department of Highway

Contact Person Richard Lenz, Commissioner

Address 150 Miller Place

City/State Syosset, NY 11791

Telephone 516-677-5935

Fax # 516-677-5878

E-Mail Address rlenz@oysterbay-ny.gov

CERTIFICATION

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

I, Luis M. Tormenta, 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 6th day of July 2018

Notary Public

SONIA ROBAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6119011
Qualified in Queens County
My Commission Expires November 22, 2020

Name of submitting business: LiRo Program and Construction Management, PE P.C.

By: Luis M. Tormenta, PE
Print name

Signature

Chief Executive Officer
Title

7 / 6 / 18
Date

PQ: Question 1
Business History Form: Question 2

OFFICE LOCATIONS

LiRo has offices throughout the Northeast and in California. For directions, please click on the desired location or email info@liro.com.

Corporate Headquarters
3 Aerial Way
Syosset, New York 11791
Tel: 516-938-5476
Fax: 516-937-5421
Map & Directions

New York City Office
One State Street Plaza
28th Floor
New York, NY 10004
Tel: 212-563-0280
Fax: 212-563-1841
Map & Directions

Buffalo Office
690 Delaware Avenue
Buffalo, NY 14209
Tel: 716-882-5476
Fax: 716-882-9640
Map & Directions

Mineola Office
235 East Jericho Turnpike
Mineola, NY 11501
Tel: 516-746-2350
Map & Directions

Rochester Office
85 Allen Street
Suite 300
Rochester, NY 14608
Tel: 585-287-8833
Map & Directions

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Tel: 516-595-2900
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761-80 Coates Avenue
Holbrook, NY 11741
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Tel: 617-723-7100
Map & Directions
Satellite Office:
500 Washington Avenue
Portland, ME 04103
Tel: 207-582-2400
Map & Directions

BUSINESS HISTORY FORM ATTACHMENT

9.) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by any other business?
Yes. Affiliates are listed below:

LiRo Engineers, Inc. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. - Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control
LiRo GIS and Survey, P.C. - Common Ownership and Control
James, LaSala & Associates, LLP – Common Ownership and Control
Monitor Builders, Inc. – Subsidiary
DAI, Inc. – Subsidiary
DiGiorgio Associates, Inc. – Subsidiary

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.

NYCHA Roofing
NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

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ATTACHMENTS TO 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.

Since 1983, The LiRo Group has grown from a local resident engineering and inspection company to a full-service program/construction management, engineering, architectural and environmental services firm. From the beginning, LiRo has placed a priority on direct, responsive communication with clients. Our commitment to working closely with clients at all project phases has played a significant role in our success – and that of our clients. It's also given us one of the industry's highest repeat business rates.

The LiRo Group is comprised of affiliate firms, which collectively offer our clients a comprehensive, multi-disciplined array of professional services covering a project from initial conceptual design through construction completion. The affiliate firms include: LiRo Program and Construction Management, PE, P.C., LiRo Engineers, Inc., and LiRo Architects + Planners, P.C. Together, The LiRo Group is one of New York's largest privately held engineering, architectural and construction management firms. With offices in New York, New Jersey and Connecticut, LiRo primarily serves public sector clients throughout the tri-state area.

LiRo is unique in that we offer a broad range of services – construction management, architecture, civil, structural, mechanical, electrical, traffic, and environmental engineering - coupled with tight project controls and practical construction knowledge. Currently the firm is ranked among the nation's top 15 construction management firms (*Engineering News Record, 2017*).

i. **Date of formation:** 1994

ii. **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner:**
   a. Rocco L. Trotta, [redacted] Chairman and Sole Owner

iii. **Name, address and position of all officers and directors of the company**
   a. Rocco L. Trotta, [redacted] Chairman of the Board
   b. Luis M. Tormenta, [redacted] CEO and Vice Chairman
   c. Michael Burton, [redacted] SVP & Nat'l Operations Manager
   d. Lawrence Blond, [redacted] SVP and General Manager
   e. Michael Bailey, [redacted] SVP

iv. **State of incorporation:** New York

v. **The number of employees in the firm:** LiRo Program and Construction Management, PE P.C. - 295; The LiRo Group total - 938

vi. **Annual revenue of the firm:** 2017 Gross Revenue = $308,963,000

vii. **Summary of relevant accomplishments:**
   a. LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth

experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.

LiRo has completed multiple projects that are the same or very similar to the proposed project. Below is a list of public sector clients for whom LiRo has provided similar work in the past five years.

- Nassau County Department of Public Works
- Town of Hempstead
- Town of Hempstead Department of Sanitation
- Town of Hempstead Department of Parks and Recreation
- Town of North Hempstead Department of Public Works
- Town of Oyster Bay Housing Authority
- Town of Oyster Bay Department of Public Works
- City of Long Beach Department of Public Works
- New York City Department of Transportation
- Suffolk County Department of Public Works
- New York City Police Department
- MTA – Bridges and Tunnels
- New York City Economic Development Corporation
- Westchester County Department of Public Works
- Port Authority of New York and New Jersey
- MTA – Long Island Rail Road
- New York City School Construction authority
- Dormitory Authority of the State of New York
- New York City Health & Hospitals Corporation
- New York City Housing Preservation and Development
- New York City Department of Design & Construction
- New York City Mayor's Office of Environmental Remediation
- New York State Department of Transportation
- New Jersey Turnpike Authority
- New York Public Library
- Empire State Development Corporation
- New York State Homes and Community Renewal
- New York State Thruway Authority
- MTA – New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

B. Indicate the number of years in business: 24

C. Provide any other information indicating the Proposer's capacity and reliability to perform similar services.

The LiRo Group's staff of 938 professionals includes 101 licensed Professional Engineers and 24 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

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

LIRO PROGRAM & CONSTRUCTION MANAGEMENT PE PC
ALFRED C BERECHE
3 AERIAL WAY
SYOSSET, NY 11791-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2018 TO 12/31/2020.

CERTIFICATE NUMBER
0014580

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Program and Construction Management, PE P.C.

Address: 3 Aerial Way

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 11-3205660

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Professional Corporation Other (specify)

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

Rocco L. Trotta, PE, [redacted]

Luis M. Tormenta, PE, [redacted]

Lawrence H. Blond, PE, [redacted]

Michael Burton, PE, [redacted]

Michael Bailey, 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.

Rocco L. Trotta, PE, [redacted]

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

See attached

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):

NO/NONE

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

NO/NONE

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

NO/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: 7/6/18

Signed:

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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.

Response to Question 6:

LiRo Engineers, Inc. – Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. - Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control
LiRo GIS and Survey, P.C. - Common Ownership and Control
James LaSala & Associates - Common Ownership and Control
Monitor Builders, Inc. – Subsidiary
DAI, Inc. – Subsidiary
DiGiorgio Associates, Inc. – Subsidiary

None of the Affiliated Companies will be participating in the performance of the contract.

AMENDMENT NO. 2

THIS AMENDMENT No. 2 (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) the Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) LiRo Program and Construction Management, P.C., (the "Construction Manager" or "CM") having its principal office at Three Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number B90632M between the County and the Firm, executed on behalf of the County on October 20, 2011 (the "Agreement"), the Firm performs certain construction management services for the County in connection with the Nassau County Family and Matrimonial Court Program, which services are more fully described in the Agreement (the "Services"); and

WHEREAS, the term of the Agreement, as previously amended, was from October 20, 2011 through October 20, 2018 (the "Term");

WHEREAS, the maximum Amount of Consideration that the County agreed to reimburse the Firm for Services under the Agreement, as full compensation for the Services, was Four Million, Nine Hundred Seventy-five Thousand, Seven Hundred and ninety-seven ($4,975,797.00) dollars (the "Amount of Consideration"); and

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Amendment, the parties agree as follows:

1. Amended Term. The Term of the Agreement shall be extended beyond October 20, 2018, such that the Services may be rendered through the completion of the Phase 1 construction contract.

2. Amended Amount of Consideration. The Amount of Consideration in the Agreement shall be increased by Four Hundred Fifty Thousand ($450,000.00) dollars, such that 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 Five Million, Four Hundred Twenty-five Thousand, Seven Hundred and Ninety-seven ($5,425,797.00) dollars.

3. Compliance with Law.

Section 7 of the Agreement is deleted in its entirety and the following is hereby substituted in its place and stead:

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" 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:

(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, 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.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certification 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 Contractor acknowledges and agrees that all information that the Contractor acquires in connection with the performance under this Agreement shall be strictly confidential, used solely for the purpose of performing service 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.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018 the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or service described under this Agreement.

4. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

LiRo Program and Construction Management, P.C.

By:_____
Name: Lawrence H. Blond, P.E.
Title: Senior Vice President & General Manager
Date: August 7, 2018

COUNTY OF NASSAU

By:_____
Name:_____
Title: Deputy County Executive
Date:_____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 7th day of August in the year 2018 before me personally came Lawrence H. Blond, P.E. 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 SVP & General Manager of LiRo Program and Construction Management, PE P.C., 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 Joann Henzey

JOANN HENZEY
Notary Public, State of New York
No. 01HE5057913
Qualified in Suffolk County
Commission Expires May 6, 2022

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive **DCL# CB-C-O-493**
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: June 6, 2018

SUBJECT: Nassau County Family and Matrimonial Court Program
Recommendation to Amend Professional Services Agreement with
LiRo Program and Construction Management P.C.
Agreement No.: B90632M
Encumbrance No.: CFPW11000001
Capital Project No.: 90632

Under the subject contract, LiRo has been providing construction management services in connection with Phase I of the Family and Matrimonial Court project since 2013. LiRo's contract is set to expire on October 20, 2018, however, we anticipate the need for CM services beyond expiration date as construction wraps up and to oversee the post-construction and close out phase of the project. The Department would like to retain LiRo to complete the construction management services on Phase 1 of this large and complex project, and avoid the need to re-procure these services for Phase 1, which is in an advanced stage of completion.

In our professional judgment, it is in the County's best interest, and represents the best value to the County, to have LiRo complete the construction management services for the Phase I of the Family and Matrimonial Court Project. It is therefore the Department's recommendation that the agreement with LiRo Program and Construction Management, P.C. be extended through close out (anticipated six [6] months) and to increase the fee by $450,000.00. This Department, upon your approval, shall begin preparing the contract amendment.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Kenneth G. Arnold
Commissioner

KGA:RM:ss
c: Rakhal Maitra, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner of Administration
Joseph Amerigo, Civil Engineer II
Gus Xenakis, Brent Chow, Jacobs

APPROVED:

Brian J. Schneider 6/11/18

Brian J, Schneider Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

R:\03 Courts\Construction Mgmt-LiRo B90632M\Contract Document\Amendment No. 2\180606 KGA to BSchneider re Recommendation Memo.doc

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/7/2018

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 Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Suite 700 Uniondale NY 11553	CONTACT NAME: Connor Baker PHONE (A/C, No, Ext): (516) 414-8900 FAX (A/C, No): E-MAIL ADDRESS: Connor.Baker@alliant.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Zurich American Insurance Company — 16535
INSURED LiRo Program & Construction Management P.C. Three Aerial Way Syosset, NY 11791	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 594298477 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	GLO 5834696-05	11/1/2017	11/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Y	Y	BAP 5834694-05	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	SXS5835019-05	11/1/2017	11/1/2018	EACH OCCURRENCE AGGREGATE $	$ 11,000,000 $ 11,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 5834697-05	11/1/2017	11/1/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A	Pollution/Professional Liability Valuable Papers	Y Y	Y Y	EOC 9263127-10 CPP107495300	11/1/2017 11/1/2017	11/1/2018 11/1/2018	Occ./Agg. Limit:	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Liro # 13-045, Family and Matrimonial Court; Agreement No. B90632M.
Nassau County is named as an Additional Insured with respects to General Liability as required by written contract.

CERTIFICATE HOLDER

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury NY 11590

CANCELLATION 30 Days Notice of 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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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO5834596-05	11/01/2017	11/01/2018	11/01/2017			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: LIRO ENGINEERS, INC.

Address (including ZIP Code):

3 AERIAL WAY

SYOSSET, NY 11791

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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POLICY NUMBER: GLO5834596-05

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION THAT IS INSURED UNDER THIS POLICY AND REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH A NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Appendix O
USDOJ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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.

Lawrence H. Blond, PE
Name and Title of Authorized Representative

Signature

m/d/yy
7/10/18
Date

LiRo Program and Construction Management, PE P.C.
Name of Organization

3 Aerial Way, Syosset, NY 11791
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

E-239-17

NIFS ID:CLPW17000022 Department: Public Works

Capital: X

SERVICE: CM Fam Mat Court Amend 1-B90632M

Contract ID #:CFPW11000001 NIFS Entry Date: 09-AUG-17 Term: from 20-OCT-11 to 20-OCT-18

Amendment
Time Extension: X
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: **Liro Program and Construction Management**	Vendor ID#: **11-3205660**
Address: 3 Aerial Way Syosset, NY 11791	Contact Person: Luis Tormenta
	Phone: 516-938-5476

Department:
Contact Name: Joseph Amerigo
Address: 1194 Prospect Avenue Westbury, NY 11590
Phone: 571-6804

Routing Slip

Department	NIFS Entry: X	09-AUG-17 -- LDIONISIO
Department	NIFS Approval: X	27-OCT-17 -- KARNOLD
DPW	Capital Fund Approved: X	27-OCT-17 -- KARNOLD
OMB	NIFA Approval: X	09-NOV-17 -- RDALLEVA
OMB	NIFS Approval: X	09-NOV-17 -- MVOCATURA
County Atty.	Insurance Verification: X	30-OCT-17 -- AAMATO
County Atty.	Approval to Form: X	30-OCT-17 -- NSARANDIS
Dep. CE	Approval: X	21-NOV-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	16-NOV-17 -- MREYNOLDS
Legislature	Approval: X	07-DEC-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	30-JAN-18 -- RBURKERT
NIFA	NIFA Approval:	

Contract Summary

Purpose: Approval of an amendment to a Personal Service Agreement with LiRo Program and Construction Management, P.C. to provide Construction Management services in connection with the Nassau County Family and Matrimonial Courts for one (1) year.
Method of Procurement: RFP A qualification-based rating system to accordance with established DPW procedure.
Procurement History: In August 2010, the County published a Request for Proposals (RFP) in the local newspapers and on the County website. Technical and separately sealed cost proposals were receive from then (10) firms on August 26, 2010. The technical proposals were rated and LiRo Program and Construction Management, P.C. was selected.
Description of General Provisions: This Amendment provides construction and post construction phase professional services in connection with the gut renovation and adaptive re-use of 101 County Seat Drive to house the Family and Matrimonial Courts.
Impact on Funding / Price Analysis: None. No Additional Funding Requested.
Change in Contract from Prior Procurement: Extension of Time Only.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	90
Resp:	632
Object:	00003
Transaction:	CL
Project #:	90632
Detail:	000

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.01
Other	$ 0.00
TOTAL	$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/90632/00003	$ 0.01
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 0.01

RULES RESOLUTION NO. 315 – 2017

E-239-17

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 LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, P.C.

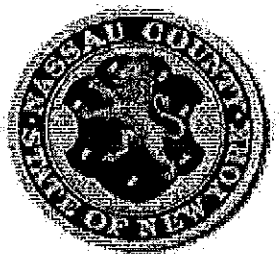
Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/4/17
Voting:
4 ayes 3 abstained 0 nays 10 absent

WHEREAS, the County has negotiated an amendment to a personal services agreement with Liro Program and Construction Management P.C. in connection with construction management for the Nassau County Family and Matrimonial Court 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 amendment to an agreement with Liro Program and Construction Management, P.C.

B 706 - 2019

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: LiRo Program and Construction Management P.C.

CONTRACTOR ADDRESS: Three Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 11-3205660

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 October 20, 2011 [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 a qualification-based rating system in accordance with established DPW procedure.

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department Head Signature

8/16/17
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.

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?

Yes - Friends of Ed Mangano, Friends of Norma Gonsolves, Yevoli 2017,

Labriola for Comptroller, Martins for Nassau

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: LiRo Program and Construction Management, PE P.C.

Dated: 9/22/17

Signed:

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

Rev. 3-2016

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.

NO/NONE

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

NO/NONE

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

NO/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.**

NO/NONE

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

NO/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/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: 06/06/2017

Signed:

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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 Rocco L. Trotta
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3 Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-5475
   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 03/03/1994 Shareholder 03/03/1994
   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 X NO _ If Yes, provide details. 100% 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 X NO _ If Yes, provide details. See attached

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 X NO ____ If Yes, provide details for each such investigation. See attached.

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, Rocco Trotta, 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 6th day of June 2017

Mallory Mae Hoffman
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01HO6220142
Qualified In Suffolk County
Commission Expires April 12, 2018

Liro Program and Construction Management, PE P.C.
Name of submitting business

Rocco Trotta, PE
Print name

Signature

Chairman
Title

06 / 06 / 2017
Date

Question 4
Rocco L. Trotta, PE in his capacity as Owner of the Submitting Vendor has issued a personal guarantee on the Submitting Vendor's working capital line of credit with Capital One, N.A. The maximum amount of the line of credit is $10M and guaranteed personally by Mr. Trotta.

Question 5
Mr. Trotta is the owner of the following affiliated companies:

LiRo Engineers, Inc. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control
James, LaSala & Associates, LLP – Common Ownership and Control

Question 6
All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

Question 10

NYCHA Roofing
NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

High Tower
On February 7, 2013, LiRo Program & Construction Management, P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve prevailing wage violations against High Tower Construction Group, Inc. in connection with work performed by Hightower on a DDC project in 2005. LiRo provided Construction Management Services for capital projects pertaining to various EMS stations. LiRo hired THC Realty Development, L.P. who then subcontracted to High Tower to perform brickwork on the project in November 2005. High Tower misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers on this sub-contract. Efforts to locate THC Realty were unsuccessful and High Tower is no longer conducting any business activity. Accordingly, LiRo is the only viable party capable of satisfying High Tower's financial obligation as required by Labor Law Section 223 and agreed to pay $45,595.51 to satisfy High Tower's underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

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 Luis M. Tormenta
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3 Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-5476
   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 09 / 29 /06 Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ Chief Operating Officer 05 / 15 /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 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 X NO ____ If Yes, provide details for each such investigation. See attached.

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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I, Luis M. Tormenta, 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 6th day of June 2017

Mallory Mae Hoffman
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01HO6220142
Qualified In Suffolk County
Commission Expires April 12, 2019

LiRo Program and Construction Management, PE P.C.
Name of submitting business

Luis M. Tormenta, PE
Print name

Signature

Chief Executive Officer
Title

06 / 06 / 2017
Date

Question 5
Mr. Tormenta is an officer of the following affiliated companies:

LiRo Engineers, Inc. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Control

Question 6
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High Tower
On February 7, 2013, LiRo Program & Construction Management, P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve prevailing wage violations against High Tower Construction Group, Inc. in connection with work performed by Hightower on a DDC project in 2005. LiRo provided Construction Management Services for capital projects pertaining to various EMS stations. LiRo hired THC Realty Development, L.P. who then subcontracted to High Tower to perform brickwork on the project in November 2005. High Tower misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers on this sub-contract. Efforts to locate THC Realty were unsuccessful and High Tower is no longer conducting any business activity. Accordingly, LiRo is the only viable party capable of satisfying High Tower's financial obligation as required by Labor Law Section 223 and agreed to pay $45,595.51 to satisfy High Tower's underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

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 Lawrence H. Blond
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3 Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-5476
   Other present address(es) N/A
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ Senior Vice President 09 / 01 / 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 X NO ___ If Yes, provide details. Officer of LiRo Engineers, 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 X NO ___
If Yes, provide details. The affiliate company has had numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 X NO ___ If Yes; provide details for each such investigation. See attached.

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, Lawrence H. Blond, 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 6th day of June 2017

Mallory Mae Hoff
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01HO6220142
Qualified in Suffolk County
Commission Expires April 12, 2018

LiRo Program and Construction Management, PE P.C.
Name of submitting business

Lawrence H. Blond, PE
Print name

Signature

Senior Vice President & General Manager
Title

6 / 6 / 17
Date

Question 10

NYCHA Roofing

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

High Tower

On February 7, 2013, LiRo Program & Construction Management, P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve prevailing wage violations against High Tower Construction Group, Inc. in connection with work performed by Hightower on a DDC project in 2005. LiRo provided Construction Management Services for capital projects pertaining to various EMS stations. LiRo hired THC Realty Development, L.P. who then subcontracted to High Tower to perform brickwork on the project in November 2005. High Tower misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers on this sub-contract. Efforts to locate THC Realty were unsuccessful and High Tower is no longer conducting any business activity. Accordingly, LiRo is the only viable party capable of satisfying High Tower's financial obligation as required by Labor Law Section 223 and agreed to pay $45,595.51 to satisfy High Tower's underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

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 Burton
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3 Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-5476
   Other present address(es) N/A
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ Senior Vice President 03/16/09
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

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

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 X NO ___ If Yes; provide details for each such investigation. See attached

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 Burton, 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 6th day of June 2017

Mallory Mae Hoffman
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01HO6220142
Qualified in Suffolk County
Commission Expires April 12, 2019

LiRo Program and Construction Management, PE P.C
Name of submitting business

Michael Burton, PE
Print name

Signature

Senior Vice President
Title

06 / 06 / 2017
Date

Question 5
Mr. Burton is an officer for the following affiliated companies:

LiRo Engineers, Inc. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. – Common Ownership and Controls

Question 6
All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

Question 10

NYCHA Roofing
NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, P.E.P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

High Tower
On February 7, 2013, LiRo Program & Construction Management, P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve prevailing wage violations against High Tower Construction Group, Inc. In connection with work performed by Hightower on a DDC project in 2005. LiRo provided Construction Management Services for capital projects pertaining to various EMS stations. LiRo hired THC Realty Development, L.P. who then subcontracted to High Tower to perform brickwork on the project in November 2005. High Tower misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers on this sub-contract. Efforts to locate THC Realty were unsuccessful and High Tower is no longer conducting any business activity. Accordingly, LiRo is the only viable party capable of satisfying High Tower's financial obligation as required by Labor Law Section 223 and agreed to pay $45,595.51 to satisfy High Tower's underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

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.

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1. Principal Name Michael Bailey
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3 Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-5476
   Other present address(es) N/A
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ Senior Vice President 05 / 23 / 2014
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details. Officer of LiRo Engineers, 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 X NO___
If Yes, provide details. The affiliate company has had numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 X NO ____ If Yes; provide details for each such investigation. See attached.

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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I, Michael Bailey, 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 6th day of June 2017

Denise Muxo

Notary Public

DENISE L. MUXO
NOTARY PUBLIC, State of New York
No. 01MU6051939
Qualified in Suffolk County
Commission Expires December 11, 2018

LIRo Program and Construction Management, PE P.C

Name of submitting business

Michael Bailey, PE

Print name

Signature

Senior Vice President

Title

6/6/17

Date

Question 10

NYCHA Roofing

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

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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: 6/6/17

1) Proposer's Legal Name: LiRo Program and Construction Management, PE P.C.

2) Address of Place of Business: 3 Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years: N/A

3) Mailing Address (if different): N/A

Phone : 516-938-5476

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 118228840

5) Federal I.D. Number: 11-3205660

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

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ____ If Yes, please provide details: LiRo Program and Construction Management, PE P.C. shares office space, staff, and equipment expenses with its affiliates: LiRo Architects + Planners, PC and LiRo Engineers, Inc.

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 X No ___ If Yes, provide details. See attached

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

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

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

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

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. To the best of our knowledge

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 To the best of our knowledge

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. To the best of our knowledge

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. To the best of our knowledge

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 to the best of our knowledge

(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, to the best of our knowledge

(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, to the best of our knowledge

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 are not aware of any matter that is or may become a conflict of interest preventing LiRo from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services on the project.

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. See attached.

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

i) Date of formation;

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

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

See attached.

B. Indicate number of years in business. See attached.

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.

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 Gilbert Anderson, PE/Commissioner

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone 631-852-4010

Fax # 631-852-4165

E-Mail Address gilbert.anderson@suffolkcountyny.gov

Company Dormitory Authority, State of New York

Contact Person Stephen Curro, PE/Managing Director of Construction

Address One Penn Plaza, 52nd Floor

City/State New York, NY 10119

Telephone 518-257-3271

Fax # n/a

E-Mail Address scurro@dasny.org

Company Town of Oyster Bay Department of Public Works, Department of Highway

Contact Person Richard Betz, Commissioner

Address 150 Miller Place

City/State Syosset, NY 11791

Telephone 516-677-5935

Fax # 516-677-5878

E-Mail Address rbetz@oysterbay-ny.gov

CERTIFICATION

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

I, Luis M. Tormenta, 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 6th day of June 2017

Mallory Mae Hoffman
Notary Public

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01HO6220142
Qualified In Suffolk County
Commission Expires April 12, 2018

Name of submitting business: LIRo Program and Construction Management, PE P.C.

By: Luis M. Tormenta, PE
Print name

Signature

Chief Executive Officer
Title

06/06/2017
Date

BUSINESS HISTORY FORM ATTACHMENT

9.) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by any other business?
Yes. Affiliates are listed below:

LiRo Engineers, Inc. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. (NJ) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. (CA) - Common Ownership and Control
LiRo Constructors, Inc. - Common Ownership and Control
James LaSala & Associates, LLP - Common Ownership and Control

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.

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

High Tower
On February 7, 2013, LiRo Program & Construction Management, P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve prevailing wage violations against High Tower Construction Group, Inc. in connection with work performed by Hightower on a DDC project in 2005. LiRo provided Construction Management Services for capital projects pertaining to various EMS stations. LiRo hired THC Realty Development, L.P. who then subcontracted to High Tower to perform brickwork on the project in November 2005. High Tower misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers on this sub-contract. Efforts to locate THC Realty were unsuccessful and High Tower is no longer conducting any business activity. Accordingly, LiRo is the only viable party capable of satisfying High Tower's financial obligation as required by Labor Law Section 223 and agreed to pay $45,595.51 to satisfy High Tower's underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

ATTACHMENTS TO 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.

Since 1983, The LiRo Group has grown from a local resident engineering and inspection company to a full-service program/construction management, engineering, architectural and environmental services firm. From the beginning, LiRo has placed a priority on direct, responsive communication with clients. Our commitment to working closely with clients at all project phases has played a significant role in our success – and that of our clients. It's also given us one of the industry's highest repeat business rates.

The LiRo Group is comprised of affiliate firms, which collectively offer our clients a comprehensive, multi-disciplined array of professional services covering a project from initial conceptual design through construction completion. The affiliate firms include: LiRo Program and Construction Management, PE, P.C., LiRo Engineers, Inc., and LiRo Architects + Planners, P.C. Together, The LiRo Group is one of New York's largest privately held engineering, architectural and construction management firms. With offices in New York, New Jersey and Connecticut, LiRo primarily serves public sector clients throughout the tri-state area.

LiRo is unique in that we offer a broad range of services – construction management, architecture, civil, structural, mechanical, electrical, traffic, and environmental engineering - coupled with tight project controls and practical construction knowledge. Currently the firm is ranked among the nation's top 20 construction management firms (*Engineering News Record*).

i. **Date of formation:** 1994

ii. **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner:**
   a. Rocco L. Trotta, [redacted] Chairman and Sole Owner

iii. **Name, address and position of all officers and directors of the company**
   a. Rocco L. Trotta, [redacted] Chairman of the Board
   b. Luis M. Tormenta, [redacted] CEO and Vice Chairman
   c. Michael Burton, [redacted] SVP & Nat'l Operations Manager
   d. Lawrence Blond, [redacted] SVP and General Manager
   e. Michael Bailey, [redacted] SVP

iv. **State of incorporation:** New York

v. **The number of employees in the firm:** LiRo Program and Construction Management, PE P.C. - 276; The LiRo Group total - 799

vi. **Annual revenue of the firm:** 2015 Gross Revenue = $149,453,000

vii. **Summary of relevant accomplishments:**
   a. LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth

experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.

LiRo has completed multiple projects that are the same or very similar to the proposed project. Below is a list of public sector clients for whom LiRo has provided similar work in the past five years.

- Nassau County Department of Public Works
- Town of Hempstead
- Town of Hempstead Department of Sanitation
- Town of Hempstead Department of Parks and Recreation
- Town of North Hempstead Department of Public Works
- Town of Oyster Bay Housing Authority
- Town of Oyster Bay Department of Public Works
- City of Long Beach Department of Public Works
- New York City Department of Transportation
- Suffolk County Department of Public Works
- New York City Police Department
- MTA – Bridges and Tunnels
- New York City Economic Development Corporation
- Westchester County Department of Public Works
- Port Authority of New York and New Jersey
- MTA – Long Island Rail Road
- New York City School Construction authority
- Dormitory Authority of the State of New York
- New York City Health & Hospitals Corporation
- New York City Housing Preservation and Development
- New York City Department of Design & Construction
- New York City Mayor's Office of Environmental Remediation
- New York State Department of Transportation
- New Jersey Turnpike Authority
- New York Public Library
- Empire State Development Corporation
- New York State Homes and Community Renewal
- New York State Thruway Authority
- MTA – New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

B. **Indicate the number of years in business:** 23

C. **Provide any other information indicating the Proposer's capacity and reliability to perform similar services.**

The LiRo Group's staff of 799 professionals includes 101 licensed Professional Engineers and 24 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

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

LIRO PROGRAM & CONSTRUCTION MANAGEMENT PE PC
ALFRED C BERECHE
3 AERIAL WAY
SYOSSET, NY 11791-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2015 TO 12/31/2017.

DOUGLAS B LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011861

JOHN B KING JR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Program and Construction Management, PE P.C.

Address: 3 Aerial Way

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 11-3205660

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Professional Corporation Other (specify)

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

Rocco L. Trotta, PE, [redacted]

Luis M. Tormenta, PE, [redacted]

Lawrence H. Blond, PE, [redacted]

Michael Burton, PE, [redacted]

Michael Bailey, 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.

Rocco L. Trotta, PE, [redacted]

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

LiRo Engineers, Inc. – Common Ownership and Control
LiRo Architects + Planners, P.C. – Common Ownership and Control
LiRo Architects & Engineers West, P.C. – Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) – Common Ownership and Control
LiRo Program and Construction Management, Inc. – Common Ownership and Control
LiRo Constructors, Inc. - Common Ownership and Control
James LaSala & Associates, LLP - Common Ownership and Control
None of the Affiliated Companies will be participating in the performance of the contract.

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):

NO/NONE

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

NO/NONE

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

NO/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: 5/26/17

Signed:

Print Name: Luis M. Tormenta, PE

Title: Chief Executive Officer

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
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of Purchasing and Contracts
Att: Robert Cleary, Director of Procurement Compliance

FROM: Department of Public Works

DATE: October 25, 2017

SUBJECT: Nassau County Family and Matrimonial Court Program
LiRo Program and Construction Management PC
Agreement No. B90632M
Contract Amendment

Pursuant to your request, please be advised of the following regarding the contract between LiRo Program and Construction Management PC and Nassau County Department of Public Works for construction management and the necessity for the retro-active Contract Amendment.

This amendment is for extension of time only. The delay in presenting this amendment was primarily due to incomplete paperwork or the discovery of minor errors in the consultant's filing documents. The Department's intention was to amend the contract prior to expiration of the term and initiated the process eight (8) months prior to its expiration.

If you have any questions or concerns, please do not hesitate to contact me.

Jane M Houdek

Jane Houdek
Attorney for Public Works
Department Chief Contracting Officer

SSG:RM:ss

c: Shila Shah-Gavnoudias, Commissioner
Rakhal Maitra, Deputy Commissioner
Kenneth Arnold, Assistant to Commissioner
Joseph Amerigo, Civil Engineer II

AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) the Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) LiRo Program and Construction Management, P.C., (the "Construction Manager" or "CM") having its principal office at Three Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number B90632M between the County and the Firm, executed on behalf of the County on October 20, 2011 (the "Agreement"), the Firm performs certain construction management services for the County in connection with the Nassau County Family and Matrimonial Court Program, which services are more fully described in the Agreement; and

WHEREAS, the term of the Agreement, was from October 20, 2011 through October 20, 2017 and

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Amendment, the parties agree as follows:

1. Term. The term shall be extended for twelve (12) months, so that the termination date of the Agreement as amended by this Amendment shall be October 20, 2018 (the "Expiration Date"). 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 extension.

2. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

LiRo Program and Constructon Management, P.C.

By: _____
Name: Lawrence H. Blond, PE
Title: Senior Vice President & General Manager
Date: 4/13/17

COUNTY OF NASSAU

By: _____
Name: BRIAN J. SCHNEIDER
Title: Deputy County Executive
Date: 4/31/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13th day of April in the year 2017 before me personally came Lawrence H. Bland 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 Sr. VP + General Mgr. of Life Programs + Community Management, 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

SONIA ROBAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6119011
Qualified in Queens County 2020
My Commission Expires November 22, 2014

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 31st day of January in the year 2018 before me personally came Brian Schneider 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

DIANA CATALANO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MARCH 22, 2019

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Attn: Richard R. Walker, Chief Deputy County Executive

DCL# CB-C-O-371

FROM: Department of Public Works

DATE: February 27, 2017

SUBJECT: Nassau County Family and Matrimonial Court Program
Recommendation to Amend Professional Services Agreement with
LiRo Program and Construction Management P.C.
Agreement No.: B90632M
Encumbrance No.: CFPW11000001
Capital Project No.: 90632

In April 2011, the Nassau County Legislature passed a resolution allowing the County Executive to enter into an agreement with LiRo Program and Construction Management P.C. to provide the above-referenced services. The term of the subject agreement was for four (4) years and includes a provision that the term may be extended at the County's sole discretion, with thirty (30) days notice. In February 2015, the term of the agreement was extended to October 20, 2017. Under this contract, LiRo has been providing construction management services in connection with Phase I of the Family and Matrimonial Court project.

The Department would like to retain LiRo to complete the construction management services, and avoid the need to re-procure these services. Re-procuring these services would interrupt continued construction and would put the project completion schedule at great risk.

In our professional judgment, it is in the County's best interest, and represents the best value to the County, to have LiRo complete the construction management services for the Phase I of the Family and Matrimonial Court Project. It is therefore the Department's recommendation that the agreement with LiRo Program and Construction Management, P.C. be extended through October 20, 2018 with no increase in compensation. This Department, upon your approval, shall begin preparing the contract amendment.

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:ss
c: Shila Shah-Gavnoudias, Commissioner
Rakhal Maitra, Deputy Commissioner
Kenneth G .Arnold, Assistant to Commissioner
Loretta Dionisio, Hydrogeologist II
Gus Xenakis, Brent Chow, Jacobs

APPROVED:

Richard R. Walker, Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/1/2016

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
Alliant Insurance Services, Inc.
333 Earle Ovington Blvd
Suite 700
Uniondale NY 11553

CONTACT NAME: Michelle Fabian
PHONE (A/C, No, Ext): 516-414-8669 FAX (A/C, No): 877-308-1670
E-MAIL ADDRESS: michelle.fabian@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: Aspen American Insurance Company	43460
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
LiRo Program & Construction Management P.C.
Three Aerial Way
Syosset, NY 11791

COVERAGES CERTIFICATE NUMBER: 1712632447 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	GLO5834596-04	11/1/2016	11/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $300,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Y	Y	BAP5834594-04	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	SXS5835015-04	11/1/2016	11/1/2017	EACH OCCURRENCE AGGREGATE $	$11,000,000 $11,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC5834597-04	11/1/2016	11/1/2017	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A B	Pollution/Professional Liability Valuable Papers	Y Y	Y Y	EOC 9263127-09 IMAEUVE16	11/1/2016 11/1/2016	11/1/2017 11/1/2017	Occ/Agg Limit:	$5,000,000 $5,000,000

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

Re: Liro # 13-045, Family and Matrimonial Court; Agreement No. B90632M. Nassau County is named as an Additional Insured with respects to General Liability as required by written contract.

CERTIFICATE HOLDER

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury NY 11590

CANCELLATION 30 Days Notice of 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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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO5834596-04	11/01/2016	11/01/2017	11/01/2016			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: LIRO ENGINEERS, INC.

Address (including ZIP Code):

3 AERIAL WAY

SYOSSET, NY 11791

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

   Primary and Noncontributory Insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and
   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION THAT IS INSURED UNDER THIS POLICY AND REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH A NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

 © Insurance Services Office, Inc., 2008

Appendix O

USDOJ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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)

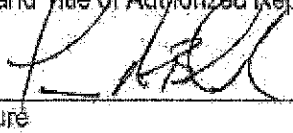
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(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.

Lawrence H. Bland, PE , Senior Vice President
Name and Title of Authorized Representative



Signature

m/d/yy
10-2-17
Date

LiRo Program and Construction Management, PE P.C.
Name of Organization

3 Aerial Way, Syosset, NY 11791
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

EDWARD P. MANGANO
COUNTY EXECUTIVE

SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

February 27, 2015

DCL#: CB-C-O-179

LiRo Program and Construction Management, P.C.
Three Aerial Way
Syosset, NY 11791

Att: Mr. Lawrence Blond, P.E.

Re: Nassau County Family and Matrimonial Court
Contract No. B90632M
Encumbrance No. CFPW11000001
Extension of Contract Term

To Whom It May Concern:

Pursuant to Article 1, Term, and the provisions of the above referenced Contract for Services, by and between the County of Nassau (the "County") and LiRo Program and Construction Management, P.C. (the "Firm"), you are hereby notified of the County's desire to extend the current Agreement for Construction Management Services for a period of two (2) years, to October 20, 2017, on the same terms and conditions.

The Agreement provides for the County to notify your firm in writing of its desire to extend the Agreement thirty (30) days prior to the close of the current Term, which presently shall terminate on or about October 20, 2017.

Should your firm agree to this Agreement extension, please respond in writing, no later than March 31, 2015, acknowledging receipt of this notification and consent thereto.

Should you have any questions, please contact the undersigned at 516-571-9604.

Very truly yours,

Shila Shah-Gavnoudias, P.E.
Commissioner of Public Works

SSG:RM:ss
c: Honorable George Maragos, County Comptroller
Jane M. Houdek, Attorney for Public Works
Richard P. Millet, Chief Deputy Commissioner of Public Works
Rakhal Maitra, Deputy Commissioner of Public Works
Brent Chow, Gus Xenakis, Jacobs

R:\03 Courts\Construction Mgmt-LiRo B90632M\Contract Document\150227 SSG to LiRo re Contract Extension (to 10.20.2017).doc

WILLIAM J. MULLER III
CLERK OF THE LEGISLATURE

PHONE: 516 571-4252
FAX: 516 571-4217

NASSAU COUNTY LEGISLATURE
1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

December 1, 2011

RECEIVED
DEC 05 2011
LiRo

Liro Program & Construction Management, PC
Attn: Luis M. Tormenta
Three Aerial Way
Syosset, New York 11791

Re: Contract # 11000001 $4,975,797.00

Dear Mr. Tormenta:

Enclosed please find a copy of an executed agreement concerning services rendered for the Nassau County Office of Public Works.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,

William J. Muller III
Clerk of the Nassau County Legislature

Contract ID#: B90632M

Department: Public Works

E-49-11

CFPW11000001

CF (Capital)

Contract Details

SERVICE: Construction Management

NIFS ID #: CFPW11000001 NIFS Entry Date: _____ Term: from Execution Date to 4 yrs later

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name **LiRo Program and Construction Management, P.C.**	Vendor ID# **11-3205660**
Address **Three Aerial Way** **Syosset, NY 11791**	Contact Person **Luis M. Tormenta** Email ltormenta@liro.com Phone **(516) 938-5476** Fax **(516) 938-5491**

County Department
Department Contact **Shila Shah-Gavnoudias, P.E.** **Commissioner of Public Works**
Address **1194 Prospect Avenue** **Westbury, NY 11590**
Phone **(516) 571-9604**

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)*	☐ ☐	1/14/11		
	DPW (Capital Only)	*CF Capital Fund Approval*	☐	1/14/11		
	OMB	*NIFS Approval*	☐	1/19/11		Yes ☒ No ☐ Not required if Blanket Res
1/21/11	County Attorney	*CA RE & Insurance Verification*	☑	1/24/11		
	County Attorney	*CA Approval as to form*	☒	1/26/11		Yes ☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐	1/31/11	Gregory A. Mayo	
	Rules ☐/ Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐			
	Comptroller	*NIFS Approval*	☑	2/30/11		
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	1/31/11		

PRCF1205 (12/05)

Contract ID#: B90632M

Department: Public Works

Contract Summary

Description: Construction Management services in connection with the Nassau County Family and Matrimonial Court.

Purpose: Approval of a Personal Service Agreement with LiRo Program and Construction Management, P.C. to provide Construction Management services in connection with the Nassau County Family and Matrimonial Court.

Method of Procurement: RFP – A qualification-based rating system in accordance with established DPW procedures.

Procurement History: In August 2010, the County published a Request for Proposals (RFP) in the local newspapers and on the County website. Technical and separately sealed cost proposals were received from ten (10) firms on August 26, 2010. The technical proposals were rated and LiRo Program and Construction Management, P.C. was selected. For more information, refer to the attached memorandum to Rob Walker, Depnty County Executive, dated December 3, 2010.

Description of General Provisions: This is a four (4) year contract to provide pre-construction, construction and post construction phase professional services in connection with the gut renovation and adaptive re-use of 101 County Seat Drive to house the Family and Matrimonial Courts. The contract is for a maximum upset amount of $4,975,797.00.

Pre Construction Services	$332,114
Construction and Post Construction Phase Services	$3,237,730
Contingency	$1,070,953
Temporary Field Office	$135,000
Allowance for Reimbursables	$200,000
Total	$4,975,797

Impact on Funding / Price Analysis: Funding for the contract ($4,975,797) will come from Capital Project No. 90632.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	90
Resp:	632
Object:	000
Transaction:	000

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	$

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/906323	$4,975,797.00
2		$
3	APPROVED 1/24/11	$
4		$
5	PURCHASE SECTION	$
6		$
	TOTAL	$4,975,797.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date 10/24/11	Date 9/20/11	*(For Office Use Only)* E #:

E-49-11

RULES RESOLUTION NO 86 2011

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on APR 04 2011
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County on behalf of the Department of Public Works, has negotiated a personal services agreement with LiRo Program and Construction Management, P.C. for construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with LiRo Program and Construction Management, P.C.

RULES RESOLUTION NO. – 2011

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, P.C.

WHEREAS, the County on behalf of the Department of Public Works, has negotiated a personal services agreement with LiRo Program and Construction Management, P.C. for construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with LiRo Program and Construction Management, P.C.

REQUEST TO INITIATE
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID
CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☒ RFP ☐ RFBC

Department: Public Works Date: July 12, 2010

Service Requested: Construction management, inspection and construction administration services for the renovation of the building located at 101 County Seat Drive, Mineola, New York to house Family and Matrimonial Court.

Justification: Construction management services required to administer multiple construction contracts in connection with the renovation of he building located at 101 County Seat Drive, Mineola, New York to house Family and Matrimonial Court. The project entails detail planning, phasing and coordination of work.

Estimated Range: $5 to 6M Date RFQ/RFQ/RFBC Due: August 2010

Department Head Approval: ☒ YES ☐ NO SIGNATURE

CDCE/Ops Approval: ☒ YES ☐ NO 7/16/10 SIGNATURE

PART II: To be submitted to Deputy County Executive for Operations after Qualifications/Proposals/Contracts are received from responding vendors.

	Vendor	Quote	Comment
1.	Aurora Contractors Inc.	$3,753,700	
2.	A. Vournou Construction Mgmt Group	$5,077,600	
3.	Cashin Spinelli & Ferretti	$6,051,000	
4.	Gilbane Building Co.	$3,780,000	
5.	Greyhawk Construction Mgmt Group	$1,500,200	
6.	Haks/Morganti JV	$3,747,167	
7.	LiRo Program & Construction Mgmt	$4,233,428	
8.	Plaza Construction	$2,419,040	
9.	The Camber Group	$1,540,720	
10.	URS Corp.	$4,254,844	

DCE/Ops Approval: YES ☐ NO ☐ Signature

SSG:ss

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Rob Walker, Chief Deputy County Executive

DCL#: CB-C-O-112

FROM: Department of Public Works

DATE: December 3, 2010

SUBJECT: Nassau County Family and Matrimonial Court Project
Recommendation of Award Construction Management Services
Project No. B90632M

The Department of Public Works intends to procure construction management services in connection with the renovation of the existing office building located at 101 County Seat Drive, Mineola, New York to house the Family and Matrimonial Courts. The project will include site improvements, and the comprehensive gut rehabilitation of the existing building, including architectural and structural components and replacement of the mechanical, electrical, plumbing and fire protection systems.

The Department issued a Request for Proposals in August 2010 and responses were received from ten (10) firms on August 26, 2010. Each of the ten (10) firms submitted both a technical proposal, and a separately sealed cost proposal, as requested.

The technical proposals were evaluated by professional staff within the Department (Rakhal Maitra, P.E., Robert LaBaw, R.A. and William Nimmo). The rating of technical proposals was completed on September 14, 2010, and this resulted in a statistical tie for the two top-rated firms. These two firms were interviewed by the same three-person rating committee and myself on October 27, 2010, and LiRo Program and Construction Management, P.C. (LiRo) received the highest technical rating, based on these interviews.

FIRM NAME	SCORE PRIOR TO INTERVIEWS	FINAL TECHNICAL SCORE	RANK
LiRo	91	93	1st
URS Corporation	91	91	2nd
Haks/Morganti JV	88	88	3rd

Following the completion of the technical ranking, the Department then opened the cost proposals. The cost proposals were reviewed and compared in detail. The proposed fees of the top ranked firms are indicated below:

FIRM NAME	BASE FEE	FIELD OFFICE	REIMBURSABLES	TOTAL FEE
LiRo	$3,898,428	$135,000	$200,000	$4,233,428
URS Corporation	$3,949,844	$105,000	$200,000	$4,254,844
Haks/Morganti JV	$3,487,167	$ 60,000	$200,000	$3,747,167

LiRo's base fee proposal, at $3,898,428, was about $50,000 lower than the second-ranked firm. LiRo's fee was based on 34,444 man-hours compared to an average of 27,344 man-hours proposed by the other firms. Through negotiations with the Department, LiRo has submitted a revised cost proposal, which lowers their base fee to $3,569,844 without reducing the effort below the Department's expectations.

In our professional judgment, the LiRo team, having received the highest technical rating and proposing a reasonable cost, presents the best value to the County. Furthermore, it is the Department's recommendation that LiRo Program and Construction Management, P.C. be retained to provide construction management services for the Nassau County Family and Matrimonial Court Project.

Funding for the professional services is available under project 90632.

In accordance with procedural guidelines, CSEA has been notified of this proposed Agreement.

As these professional services exceed $100,000 and twelve months in duration, this Department upon your approval, shall begin the processing of a project specific agreement with LiRo.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Shila Shah-Gavnoudias
Commissioner

SSG:RM:ss

c: Rakhal Maitra, Deputy Commissioner

APPROVED:

12/13/10

Rob Walker Date
Chief Deputy County Executive

DISAPPROVED:

Rob Walker Date
Chief Deputy County Executive

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: **LiRo Program and Construction Management, P.C.**

CONTRACTOR ADDRESS: **Three Aerial Way, Syosset, NY 11791**

FEDERAL TAX ID #: **11-3205660**

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 _____[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.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

1/14/11
Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Assoicates, Nassau Local 830 (fax 742-3801)

FROM: Raymond A. Riberio, Deputy Commissioner (fax 571-9657)

DATE: July 9, 2010

SUBJECT: CSEA Notification of a proposed DPW Contract
Proposed Contract No: B90632M

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 contract/agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a contract/agreement for the following services:

   Construction Management services for the renovation of 101 County Seat Drive, Mineola.

2. The work involves the following:

   Construction management, inspection and construction administration services of multiple construction contracts in connection with the renovation of 101 County Seat Drive, Mineola. The project entails the detail planning, phasing and coordination of work.

3. An estimate of the cost is $5M to $6M

4. An estimate of the duration is 36 months.

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days, to: Department of Public Works Att: Raymond A. Ribeiro, Deputy Commissioner, telephone 571-9611, Fax 571-9657.

Raymond A. Ribeiro
Deputy Commissioner

RAR:ss

c: Jason Limson, Deputy Director, Office of Labor Relations
Jonathan Lesman, Management Analyst I

We are transmitting one (1) sheet. If there were problems with this transmission, call 571-9604.

CONSTRUCTION MANAGEMENT SERVICES

FOR THE FAMILY AND MATRIMONIAL COURT

AGREEMENT NO. B90632M

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) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") and (ii) LiRo Program and Construction Management, PC, a consultant firm having its principal office at Three Aerial Way, Syosset, New York 11791 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate forty eight (48) months following 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 two (2) years 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, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of professional Construction Management services in connection with the renovation of the County office building and site located at 101 County Seat Drive, Mineola, New York. 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 Department may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) 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 Firm.

(c) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to two and fifteen-hundredths (2.15) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and fifteen-hundredths (2.15), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy five dollars ($175.00) per hour.

(d) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.

(2) Testing Laboratory Services, controlled inspections, and the like.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Prolog Software Licenses and support, if requested by the Department to use this proprietary information management system.

(5) Reproduction of design development and construction document drawings, specification, reports, and other documents. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.

(6) Direct costs incurred in the relocation of the Firm's temporary field offices.

(7) Other comparable expenses as approved by the Department.

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 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 Four Million, Nine Hundred Seventy-five Thousand, Seven Hundred and ninety-seven ($4,975,797.00) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. 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 Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the 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 Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Firm's 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, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Firm 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 Firm acknowledges that Firm's Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm's Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm's Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm's Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an Indemnified Party.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm's Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm's Agent in connection with this Agreement.

(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" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one

or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. 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 subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and

(iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm's Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm's Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm's Agent has been approved by the County.

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

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date

the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of five hundred thirty three dollars ($533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

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 Firm and the County have executed this Agreement as of the date first above written.

LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, PC

By: _____

Name: Lawrence H. Blond, P.E.

Title: Senior Vice President/General Manager

Date: January 11, 2011

NASSAU COUNTY

By: _____

Name: Edward P. Mangano

Title: County Executive

Date: 10/20/11

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 11th day of January in the year 20 11 before me personally came Lawrence H. Blond 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 Sr. Vice President of LiRo Program and Construction Management, P.C. 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

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913 – Suffolk County
Commission Expires May 6, 2014

Joann Henzey

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 20 day of October in the year 20 11 before me personally came Edward P. Mangano 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

Doreen R. Pennica

RECEIVED

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

APPENDIX "A"

DETAILED SCOPE OF SERVICES

1. **Introduction:**
The County intends to renovate the existing office building, located at 101 County Seat Drive, Garden City, NY to house the Family and Matrimonial Courts (the "Project") and has engaged the services of an architectural and engineering firm to prepare construction documents for the Project. The existing vacant office building is approximately 250,000 gross square feet, with 3 stories above grade and one below grade. The scope of renovation includes, but is not limited to, site improvements, extensive interior and envelope demolition and re-construction of architectural, structural, mechanical, electrical, plumbing, fire protection and security systems. The project will strive to attain LEED Silver Certification. The building sits on a roughly 21 acre site, which includes an approximately 1,500 space parking lot and site improvements are included in the Project.

2. **Scope of Services:**
The County requires the Construction Manager (CM) to provide consulting, pre-construction, construction and post-construction phase services. Nothing contained in this Agreement however, shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Architect. The scope of services to be performed by the CM in the respective phases (which may overlap) is summarized below.

2.1 **Pre- Construction Services**

2.1.1 Project Labor Agreement Services – The Firm will perform a Project Labor Agreement (PLA) feasibility study, to determine whether it would be in the County's best interests to negotiate a PLA, and if so determined; negotiate the PLA with the construction trade unions on the County's behalf. In the event a PLA is executed by or on behalf of the County, the CM shall incorporate same in the contract documents, and shall administer the PLA during the construction phase of the project.

2.1.2 Meetings – Meet with the County, Architect, and stake-holders bi-weekly to review design progress and collaboratively plan the construction. Special meetings will be scheduled as the need arises, and participation by the CM at these meetings shall be at no additional cost to the County.

2.1.3 Planning and Scheduling – The CM shall be continuously engaged in planning the project in the pre-construction phase. The CM shall be responsible for preparing the overall project schedule, logistical planning, and phasing plans, which will define the parameters for performing the work of the Project.

2.1.4 Constructability Review – Perform two (2) reviews of the proposed bid documents (one at 50% Construction Documents (CD) and the other at 100% CD stage), and provide written comments and recommendations to the County, concerning constructability of the documents. The construction documents (drawings and specifications) shall be reviewed for clarity, consistency and

completeness. Such review shall be for the sole benefit of the County, and any benefit derived by the Architect shall be merely incidental. Upon completion of the Constructability Review, confer with the County and Architect, as appropriate.

2.1.5 Construction Estimate – Prepare two (2) construction cost estimates (one at 50% CD and the other at 100% CD stage), broken down for each bid package. Each estimate shall be based on quantity take-off; and shall be correlated with the respective bid package. Reconcile each estimate with the independent estimate prepared by the Architect. In the event that the reconciled estimates exceed the budget, confer with the Architect and prepare joint recommendations for bringing the project within budget. With the concurrence of the County, revise the reconciled estimates to reflect the effect of implementing the recommendations. Such revisions shall be at no additional cost to the County.

2.1.6 Construction Documents – Collaborate with the Architect and the County, and augment the County's standard Division 1 (front-end) contract documents. Customize and augment the County's standard front-end documents to meet the needs of this project, including, but not limited to, preparing Supplementary Conditions, site logistic plans, phasing plans, phasing/milestone schedules, and narratives. This effort is to delineate for potential bidders, the parameters for performing the Work without disruption to the Facility's services and operations, or impairment/breach of security.

2.1.7 Procurement Services – Consult with the County regarding the procurement strategy, and make recommendations for the packaging of construction contracts. Assist the County in advertising bids; developing bidder interest; conducting bid walk-through with prospective bidders; preparation and distribution of addenda; obtaining, tabulating and analyzing bids; investigating bidders; and in negotiating and awarding contracts for the construction of the project. It is anticipated, that at the minimum, a "demolition and abatement" package, a separate "renovation" package will be procured.

2.2 Construction Phase Services

2.2.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the project in its entirety by the County. The construction phase is scheduled for 30 months. It is anticipated that there will be multiple construction contracts with concurrent and overlapping schedules.

2.2.2 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractors (CCs), and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to other site users and the general public. Coordinate the installation of County-furnished material, equipment and furniture with the work of the CCs. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CCs. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

2.2.3 Site Conditions – As portions of the work become accessible, CM shall promptly

and diligently investigate existing conditions and report to the County and the Architect, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County and the Architect to devise appropriate modifications to the Contract Documents.

2.2.4 Quality Assurance – The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of each CC with respect to conformance to the Construction Documents. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CCs. The CM shall promptly notify the County, Architect, and CCs, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

2.2.5 Scheduling – The CM shall, with the cooperation of the CCs, prepare the Master Construction Schedule. This Schedule shall be prepared using the critical path method and Primavera P3 (or later version) software, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CCs' contract provisions. The CM shall evaluate CCs' requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. Update the Master Schedule monthly to show progress. Compile 2 week look-ahead schedules from the Master Schedule and augment same with detail provided by the CCs. Prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. Confer with the CCs and prepare recovery schedules, as needed.

2.2.6 Cash Flow Forecast – With the cooperation of the CCs, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast.

2.2.7 Monitor Progress – Monitor the progress of each CC's work and prepare written daily reports documenting the type and location of work performed, each contractor's labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CCs' contracts, to ensure that each CC's workforce is sufficient and the Work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Architect, or others, bring such matters promptly to the attention of the County for resolution.

2.2.8 Information Management System – Implement an information management system to track and update the status of all pertinent project information, including CM's daily reports. Develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained for a period of six (6) years after completion of services. At the County's option, the CM may be granted access to the County's Prolog® software for use in document management (an allowance is included in the fee proposal for Prolog® software licenses and support). The CM shall track

all drawings, CCs' submittals, meeting minutes, requests for information, supplementary bulletins, changes orders, CCs' requisitions/payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CCs' submittals such as shop drawings, product data, and samples; promptly review them for completeness and responsiveness; log and finally distribute them to the Architect for review and approval; within 48 hours of receipt by CM of CCs' submittals. The CM shall return submittals to the CCs within 24 hours of receipt from the Architect, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CCs.

2.2.9 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CCs. CM shall correlate CCs' payment requests with the progress of the Work, and take into account any deficiencies in the Work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. In addition, the CM shall track payments to CCs, document construction expenditures, and assist the County with documentation for requests for grants and/or State aid.

2.2.10 Meetings – schedule and conduct regular weekly meetings with the CCs, the Architect, the County, and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related to the Project. The CM shall also attend weekly meetings with the County and/or the Architect. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

2.2.11 Reporting – The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

A. Executive Summary
B. Progress Narrative - supported by photographs and the project schedule updated to show progress
C. Issues Report – Report on all critical and important issues, which require the attention of the County
D. Change Orders – log the status of change orders (e.g., potential, proposed, pending, processed)
E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
F. Budget Report
G. Log of Non-conforming or deficient work
H. Attachments – attach photographs, logs, reports, etc. which are germane to the Issues Report.

2.2.12 Safety - The CM shall require each contractor to submit its safety program and shall serve a central role in dissemination of safety-related information between CCs. The CM shall not have control over or charge of the Work and the CM shall not be responsible for CCs' means, methods, techniques, sequences or

procedures, and/or for safety precautions and programs in connection with the Work of each of the CCs, since these are solely the CCs' responsibility. The CM shall not be responsible for a CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by any CC.

2.2.13 Changes - The CM shall review all Supplementary Bulletins prepared by the Architect prior to their issuance, prepare cost estimates, review CCs' proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope of and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time, and assist the County in negotiating Change Orders. Where changes are or may be the result of the Architect's error or omission, the CM shall confidentially inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Supplementary Bulletins, Proposals and Change Orders.

2.2.14 Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County, and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Architect of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work and monitor the completion/correction.

2.2.15 Field Office – The CM shall provide, maintain and subsequently remove its own temporary offices, during the construction phase. All CM's office equipment and supplies, including, but not limited to, telephones, computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained and subsequently removed by the CM, and the cost of same is included in the CM's Fee.

2.3 Construction and Post-Construction Phase Services

2.3.1 Contract Closeout - Conduct final inspections of the completed project with the Architect and County and assist the Architect, who will prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the contractors and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Architect for the preparation of record drawings. Schedule and record/document the training of County personnel with respect to the operation and maintenance of building components and systems. Contract closeout is scheduled to be completed in 3 months following the completion of the construction phase.

2.3.2 CC Claims and Disputed Work - The CM shall promptly review CCs' claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Architect for interpretation. Confer with the Architect, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request,

schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase. With the County's concurrence, prepare written response to CCs' claims, incorporating the Architect's determination, where applicable.

2.4 Additional Services

2.4.1 Extended Construction and/or Post Construction Phase Services: The CM shall provide hourly rates for all staff assigned to the project. The hourly rates shall include all costs, including overhead and profit. These rates shall be the sole basis for additional compensation for extended construction and/or post construction phase staffing services. Notwithstanding the above, however, the CM shall not perform any such extended construction and/or post-construction phase services without the County's express written consent.

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:

A. PRECONSTRUCTION SERVICES

In consideration of all pre-construction services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed Three Hundred and Thirty Two Thousand, One Hundred and Fourteen ($332,114) dollars. The Firm shall be compensated for such services by an amount equal to two and one-quarter (2.25) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and one-quarter (2.25), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy-five dollars ($175.00) per hour. The table below lists individuals, their titles, and their respective hourly rates. Rate increases (annual or otherwise) are subject to approval by the Commissioner of Public Works.

Name	Title	Hourly Rate
L. Blond	Project Executive	$77.78
J. Hurley	PLA Manager	$77.78
M. Bendetti	Senior Project Manager	$77.78
A. Johansen	Project Manager	$71.21
R. Barsky	Controls Manager	$77.78
A. Paladino	Design Reviewer	$65.00
C. Zanoni	Design Reviewer	$65.00
E. Frysztacki	Engineer	$70.00
R. Forcier	Engineer	$70.00
P. Daulatani	Estimator	$56.00
W. Curran	Estimator	$56.00
M. Levi	LEED Specialist	$75.00
A. Bretan	LEED Specialist	$48.00
L. Andersson	BIM Specialist	$55.00
G. Gifford	Scheduler	$48.00

B. CONSTRUCTION AND POST-CONSTRUCTION PHASE SERVICES

In consideration of all construction phase and post-construction phase services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed Three Million, Two Hundred and Thirty Seven Thousand, Seven Hundred and Thirty ($3,237,730.00) dollars. The Firm shall be compensated for such services by an amount equal to two and fifteen-hundredths (2.15) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and fifteen-hundredths (2.15), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy-five dollars ($175.00) per hour. The table below lists individuals, their titles, and their respective hourly rates. Rate increases (annual or otherwise) are subject to approval by the Commissioner of Public Works.

Name	Title	Hourly Rate
L. Blond	Project Executive	$81.40
M. Bendetti	Senior Project Manager	$80.22
A. Johansen	Project Manager	$73.35
A. Rojas	Office Engineer	$34.69
A. Berrios	MEP Superintendent	$50.00
C. O'Neil	A/C/S Superintendent	$48.00
F. Narov	A/C/S Superintendent	$48.00
J. Enang	Environmental Superintendent	$48.00
F. Ali	Inspector	$48.00
J. Hurley	PLA Manager	$81.40
G. Gifford	Scheduler	$48.00
P. Daulatino	Estimator	$56.00
A. Paladino	Estimator	$56.00
E. Saruis	QA/QC Manager	$61.50
E. Tancredi	Safety Manager	$55.00
M. Levi	LEED Specialist	$75.00
A. Bretan	LEED Specialist	$48.00
L. Andersson	BIM Specialist	$55.00

C. TEMPORARY FIELD OFFICE

The Firm shall be paid an amount of One Hundred and Thirty Five Thousand ($135,000.00) dollars, for the provision, maintenance and subsequent removal of its temporary field office. The Firm shall bill the County for the temporary field office, an amount of Forty-five Hundred ($4,500.00) dollars monthly, for a period of up to 30 months. The Firm must obtain the written approval of the Commissioner of Public Works, before any additional/extended temporary field office costs are incurred by the County. After the first 30 months, extended temporary field office costs, if authorized, shall be billed at Thirty-five hundred (3,500.00) dollars monthly.

D. REIMBURSABLE EXPENSES

1. Prolog licenses and support – the Firm shall be reimbursed for the actual costs of licenses and technical support incurred in connection with the use of Prolog Manager Software. Invoices must be substantiated by bills and payment records.

2. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.

3. Relocation of Temporary Field Office – the Firm shall be reimbursed for the actual cost incurred in connection with relocating its temporary field office. Invoices must be substantiated by bills and payment records.

4. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

5. The total amount of reimbursable expenses shall not exceed Two Hundred Thousand ($200,000.00) dollars.

D. EXTRA SERVICES

For any additional services to be paid for staffing, the Firm shall be compensated for such extra services by an amount equal to two and fifteen-hundredths (2.15) times the actual salaries or wages paid to the technical personnel engaged in the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and fifteen-hundredths (2.15), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy-five dollars ($175.00) per hour.

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 Sr. Vice President & General Manager of the Proposer/Bidder is:

   Lawrence H. Blond, P.E. (Name)

   3 Aerial Way, Syosset, NY 11791 (Address)

   516-938-5476 (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.

January 12, 2011
Dated

Signature of Sr. Vice President & General Manager

Lawrence H. Blond, P.E.
Name of Sr. Vice President & General Manager

Sworn to before me this

12th day of January, 2011

Notary Public

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913 – Suffolk County
Commission Expires May 6, 2014

E-113-18

NIFS ID:CFPW18000010 Department: Public Works

Capital: X

SERVICE: Downtown Hicksville Revitalization Traffic Impact & Com

Contract ID #:CFPW18000010 NIFS Entry Date: 13-AUG-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: **NV5 New York-Engineers, Architects, Landscape Architects & Surveyors**	Vendor ID#: **13-2849354**
Address: 572 Walt Whitman Road, Melville, NY 11747	Contact Person: Stephen Normandin, P.E.
	Phone: (631)-891-3200

Department:
Contact Name: Sean Sallie
Address: 1194 Prospect Ave. Westbury NY 11590
Phone: 516-571-9342

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2018 SEP 26 Q

Routing Slip

Department	**NIFS Entry: X**	**16-AUG-18 -- LDIONISIO**
Department	**NIFS Approval: X**	**22-AUG-18 -- RDALLEVA**
DPW	**Capital Fund Approved: X**	**22-AUG-18 -- RDALLEVA**
OMB	**NIFA Approval: X**	**29-AUG-18 -- APERSICH**
OMB	**NIFS Approval: X**	**22-AUG-18 -- JDEVITO1**
County Atty.	**Insurance Verification: X**	**22-AUG-18 -- AAMATO**
County Atty.	**Approval to Form: X**	**27-AUG-18 -- MMISRA**

Dep. CE	**Approval: X**	**26-SEP-18 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**20-SEP-18 -- MREYNOLDS**
Legislature	**Approval:**	
Comptroller	**NIFS Approval:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: Purpose: The Firm shall provide Planning and Engineering Services regarding the preparation of a traffic impact and complete streets assessment in downtown Hicksville, Town of Oyster Bay, New York. This project is funded through the New York Metropolitan Transportation Council¿s (NYMTC) Unified Planning Work Program (UPWP).
Method of Procurement: Request for Proposal (RFP)
Procurement History: The Contract was negotiated after a written request for proposals (RFP) was issued on October 23, 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. Addendum #1 to the RFP was issued on November 14, 2017. On November 20, 2017, proposals from five (5) entities were received. Firms that submitted proposals include: Greenman-Pedersen, Inc. (GPI), LiRo Engineers, Inc. (LiRo), Nelson & Pope Engineers & Surveyors (N&P), NV5 New York- Engineers, Architects, Landscape Architects and Surveyors (NV5) and WSA USA, Inc. (WSA). The evaluation committee consisted of Sean Sallie, AICP, Deputy Commissioner, Harold Lutz, P.E., Director of Traffic Engineering and Michael Hagan, P.E., Traffic Engineer I. The Committee was provided hard copies of the technical proposals and score sheet template on December 5, 2017. A meeting was held on February 2, 2018 to discuss and rank the technical proposals. As a result of the final scoring and ranking, NV5 received the highest technical score.
Description of General Provisions: The project is intended to identify traffic calming measures and complete streets opportunities to provide a safer pedestrian environment, improve circulation and provide the necessary infrastructure support for economic development and revitalization in downtown Hicksville. The study area is bound by Old Country Road to the south, Newbridge Road (NY 106) to the west, South Broadway (NY 107) to the east and West John Street to the north.
Impact on Funding / Price Analysis: This contract is funded through a NYS UPWP 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 $249,990.00.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**62**
Resp:	**500**
Object:	**00002**
Transaction:	**CF**
Project #:	**62500**
Detail:	**005**

RENEWAL

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 249,990.00
Other	$ 0.00
TOTAL	**$ 249,990.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/62500-005	$ 249,990.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00

% Increase				TOTAL	$ 249,990.00
% Decrease					

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** NV5 New York- Engineers, Architects, Landscape Architects & Surveyors

2. **Dollar amount requiring NIFA approval:** $249990

   Amount to be encumbered: $249990

   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 from execution**
   Has work or services on this contract commenced? N

   If yes, please explain:

4. **Funding Source:**

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

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
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:**

Purpose: The Firm shall provide Planning and Engineering Services regarding the preparation of a traffic impact and complete streets assessment in downtown Hicksville, Town of Oyster Bay, New York. This project is funded through the New York Metropolitan Transportation Council¿s (NYMTC) Unified Planning Work Program (UPWP).

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

   Nassau County Attorney as to form Y

   Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

APERSICH 29-AUG-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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2018

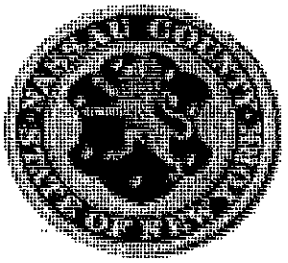
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND NV5 NEW YORK – ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS AND SURVEYORS ("NV5")

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2018 SEP 26 P 4: 13

WHEREAS, the County has negotiated a personal services agreement with NV5 to provide services through the Department of Public Works for preparation of a traffic impact and complete streets assessment in downtown Hicksville, 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 NV5.

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: NV5 New York

CONTRACTOR ADDRESS: 40 Marcus Drive, Suite 201, Melville, NY 11747

FEDERAL TAX ID #: 13-2849354

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 October 23, 2017 and addendum issued on November 14, 2017 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on November 20, 2017 [date]. Five (5) [state #] proposals were received and evaluated. The evaluation committee consisted of: Sean Sallie, AICP, Deputy Commissioner, Harold Lutz, P.E., Director of Traffic Engineering and Michael Hagan, P.E., Traffic Engineer I. _____ (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

8/13/18
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?

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: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

Dated: 08/14/2018

Signed:

Print Name: Stephen Normandin, PE

Title: Managing Director

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

None

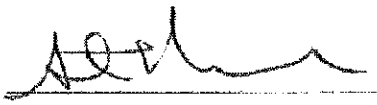
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Dated: 08/14/2018

Signed: 

Print Name: Stephen Normandin, PE

Title: Managing Director

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 Linda Reardon, PE
   Date of birth [redacted]
   Home addr
   City/state/zip
   Business address 32 Old Slip, Suite 401
   City/state/zip New York, NY 10005
   Telephone 212-741-8090
   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 10/01/2015
   Vice President 10/01/2015 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. The 5 partners/principals listed are equity partners of NV5 New York – Engineers, Architects, Landscape Architects and Surveyors, having assigned their financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? 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.

   Linda Reardon was appointed to the board of directors of the Atlantic Yards Community Development Corporation and served a three year term, Jan 2015 – Dec 2017. This was a volunteer community position while she was working at NV5/RBA. She was appointed by the local assemblyman.

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, Linda Reardon, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18th day of April 2018

Notary Public

KERRI ANN NICOLA JOHNSON
Notary Public, State of New York
No. 01JO6332515
Qualified in Bronx County
Commission Expires November 02, 2019

NV5 New York - Engineers, Architects, Landscape Architects and Surveyors
Name of submitting business

Linda Reardon, PE
Print name

Signature

Senior Vice President/Partner
Title

04 / 18 / 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 Jackson Wandres, RLA
   Date of birth [redacted]
   Home addre[redacted]
   City/state/zip[redacted]
   Business address 32 Old Slip, Suite 401
   City/state/zip New York, NY 10005
   Telephone 212-741-8090
   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 12/03/2008
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. The 5 partners/principals listed are equity partners of NV5 New York - Engineers, Architects, Landscape Architects and Surveyors, having assigned their financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? 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.

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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, Jackson Wandres, RLA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18th day of 18th April 2018

Notary Public

KERRI ANN NICOLA JOH
Notary Public, State of N
No.01JO6332515
Qualified In Bronx Cou
Commission Expires November

NV5 New York - Engineers, Architects, Landscape Architects and Surveyors
Name of submitting business

Jackson Wandres, RLA
Print name

Signature

Director of Landscape Architecture/Partner
Title

04 / 18 / 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.

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1. Principal Name Daniel McGovern, AIA
   Date of birth [redacted]
   Home addre[redacted]
   City/state/zip[redacted]
   Business address 32 Old Slip, Suite 401
   City/state/zip New York, NY 10005
   Telephone 212-741-8090
   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 11/10/2003
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. The 5 partners/principals listed are equity partners of NV5 New York – Engineers, Architects, Landscape Architects and Surveyors, having assigned their financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? 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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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.)

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   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.

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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.

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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, Daniel McGovern, AIA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18th day of 18th April 2018

Notary Public

KERRI ANN NICOLA JOHNSON
Notary Public, State of New York
No. 01JO6332515
Qualified in Bronx County
Commission Expires November 02, 20 21

NV5 New York - Engineers, Architects, Landscape Architects and Surveyors
Name of submitting business

Daniel McGovern, AIA
Print name

Signature

Director of Architecture/Partner
Title

04 / 18 / 2018
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Robert Ellis
   Date of birth [redacted]
   Home addres [redacted]
   City/state/zip [redacted]
   Business address 7 Campus Drive, Suite 300
   City/state/zip Parsippany, NJ 07054
   Telephone 973-946-5650
   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 04 / 01 /1999 Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. The 5 partners/principals listed are equity partners of NV5 New York – Engineers, Architects, Landscape Architects and Surveyors, having assigned their financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? 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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   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.)

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   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.

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CERTIFICATION

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I, Robert Ellis, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18th day of April 2018

Notary Public

KERRI ANN NICOLA JOHNSON
Notary Public, State of New York
No. 01JO6332515
Qualified in Bronx County
Commission Expires November 02, 2019

NV5 New York - Engineers, Architects, Landscape Architects and Surveyors
Name of submitting business

Robert Ellis
Print name

Signature

CEO
Title

04 / 18 / 2018
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Thomas Badenoch, LS

   Date of birth [redacted]

   Home addres[redacted]

   City/state/zip[redacted]

   Business address 32 Old Slip, Suite 401

   City/state/zip New York, NY 10005

   Telephone 212-741-8090

   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 11/10/03

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. The 5 partners/principals listed are equity partners of NV5 New York – Engineers, Architects, Landscape Architects and Surveyors, having assigned their financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.

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   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.

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   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, Thomas Badenoch, LS, 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 19th day of April 2018

Notary Public

CHARLES CLEMONS
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-08-20
Notary ID # 1173647-3

NV5 New York - Engineers, Architects, Landscape Architects and Surveyors
Name of submitting business

Thomas Badenoch, LS
Print name

Signature

Director of Survey/Partner
Title

04 / 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: 08/14/2018

1) Proposer's Legal Name: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

2) Address of Place of Business: 40 Marcus Drive, Suite 201, Melville, NY 11747

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : 631-891-3200

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 0811166673

5) Federal I.D. Number: 13-2849354

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

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

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

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

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

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

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

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

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

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

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

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

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

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

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

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

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

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

i) Date of formation;

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

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

SEE ATTACHED

B. Indicate number of years in business.

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

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

Company Suffolk County Department of Public Works

Contact Person Mr. William Hillman, PE, Chief Engineer

Address 335 Yaphank Avenue

City/State Yaphank, NY, 11980

Telephone 631-852-4002

Fax # 631-852-4150

E-Mail Address william.hillman@suffolkcountyny.gov

Company Nassau Community College

Contact Person Ms. Carol Lynn Friedman, RA, Director of Design & Construction

Address One Education Drive

City/State Garden City, NY 11530

Telephone 516-572-9786

Fax # N/A

E-Mail Address carol.friedman@ncc.edu

Company Town of Brookhaven

Contact Person Mr. Steve Tricarico, Deputy Superintendent of Highways

Address 1140 Old Town Road

City/State Coram, NY 11727

Telephone 631-451-9242

Fax # N/A

E-Mail Address stricarico@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, Stephen Normandin, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14th day of August 2018

Notary Public

ALICIA A PETRULIS
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01PE6310556
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES 02-23-2019

Name of submitting business: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

By: Stephen Normandin
Print name

Signature

Managing Director
Title

08 / 14 / 2018
Date

ATTACHMENTS TO BUSINESS HISTORY FORM

NV5

A. i) **Date of formation:** NV5 (formerly RBA) - 1968

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

Linda Reardon, P.E. - Sr. V.P., Director of NY Operations/Partner
[redacted]

Jackson Wandres, RLA - Director of Landscape Architecture/Partner
[redacted]

Daniel McGovern, AIA - Director of Architecture/Partner
[redacted]

Thomas Badenoch, PLS - Director of Survey/Partner
[redacted]

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

Linda Reardon, P.E. - Sr. V.P., Director of NY Operations/Partner
[redacted]

Jackson Wandres, RLA - Director of Landscape Architecture/Partner
[redacted]

Daniel McGovern, AIA - Director of Architecture/Partner
[redacted]

Thomas Badenoch, PLS - Director of Survey/Partner
[redacted]

Robert Ellis - Chief Financial Officer
[redacted]

iv) **State of Incorporation:** N/A

v) **The number of employees in the firm:** NV5 (formerly RBA) - 226 / NV5 (Global) - Over 2,000

vi) **Annual revenue of firm:** $300 Million

vii) **Summary of relevant accomplishments:** Please see RFP

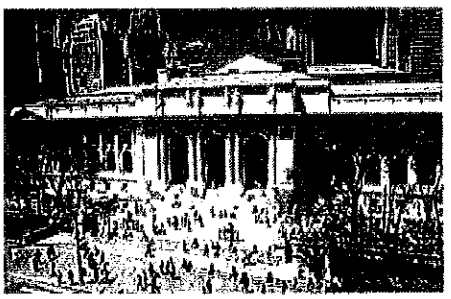
viii) **Copies of all state and local licenses and permits:** Please see attached

B. **Number of years in Business** - 50 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 RFP

NV5

NV5 is a full-service multi-disciplined consulting firm with over 2,000 engineers, architects, landscape architects, planners, and environmental professionals, working together in a team environment. With offices in Melville, NY; New York City; Parsippany, NJ; Philadelphia, PA; Norwalk, CT; and Silver Spring, MD, and now over 100 nation-wide with NV5, Inc., we've been providing planning and design services to public and private sector clients for over 45 years. NV5 has the in-house capability to assemble a multi-disciplinary team of professionals, as required, for each assignment. This gives us the ability to blend our landscape architecture, engineering, architecture, planning, and environmental expertise to produce thoughtful, responsive solutions to complex projects. Further, NV5's size and structure allow us to mobilize quickly and commit the necessary resources required to ensure a quality product, delivered on schedule and within budget.



New York Public Library Entrance, NYC

At NV5, our focus is design in the public realm, specifically civic infrastructure in the urban environment... streets, plazas, parks, waterfronts, and other forms of public open space, both utilitarian and recreational. We are committed to creating a sustainable built environment. Working effectively in a team environment, NV5 possesses the resources necessary to track, manage, and respond to project requirements in a timely and professional manner. NV5's collaborative approach to problem solving ensures a staff of professionals who are both experts in their chosen field, and knowledgeable of the other related disciplines that are a part of every project.

New York Botanical Garden Visitor Center, NYC

SUSTAINABLE DESIGN – NV5's landscape architects and engineers are skilled at integrating sustainable design techniques into their park and site development projects. Techniques and considerations routinely applied include the use of locally available products made from recycled materials, retention of stormwater on-site for the purpose of filtration and aquifer recharge, re-use of 'gray' water for irrigation, green roof development and many others. In particular we are expert in the design of sustainable storm water management techniques such as the design of rain gardens, bio-swales and porous pavements.

NCC Parking Lots, Hempstead, NY

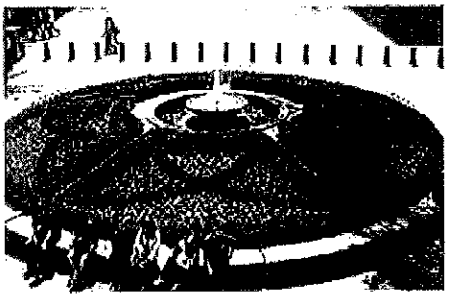
SITE/CIVIL ENGINEERING AND ROADWAY DESIGN – Our staff of professional engineers and technicians has provided both preliminary and final design services for major projects for transportation agencies throughout the northeast region as well as for local municipalities and villages. NV5's projects range from rehabilitation of City streets to large highway reconstruction and full grade-separated interchange design projects. Staff talents go beyond roadway design and include streetscape design, utilities, right-of-way engineering, environmental permitting services, lighting design and water and sewer design.

Reconstruction of Battery Place, NYC

ATTACHMENTS TO BUSINESS HISTORY FORM

NV5

LANDSCAPE ARCHITECTURE – Designing public open spaces that delight in the urban context requires great skill and sensitivity. NV5's team of landscape architects design spaces that are contextual and responsive to user needs. The range of projects completed by NV5 staff includes: urban plazas and streetscapes; historic landscape restoration; neighborhood parks and playgrounds; courtyards and gardens; terraces and green roofs; sports facilities; trails and greenways; bicycle and pedestrian facilities and waterfronts.

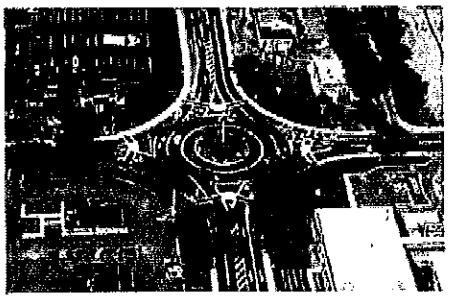


American Museum of Natural History, NYC

PARKS AND RECREATION – NV5's Urban Landscape Architecture Division, possesses vast experience in the design of parks, playgrounds and recreation facilities. NV5 landscape architects design creative, safe play spaces that challenge children's imagination and motor skills. Many of our playgrounds feature custom designed sculptural elements in combination with standard 'off-the-shelf' components. We are also experts in the design of athletic facilities including both natural and synthetic turf playing fields and sports courts.

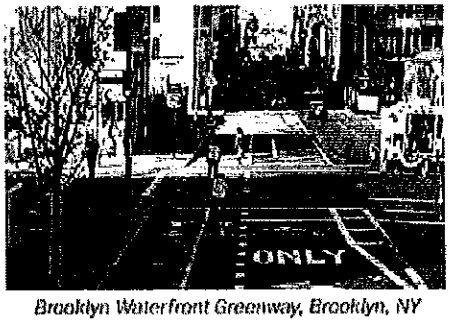
John Jay Park Playground, NYC

TRAFFIC AND TRANSPORTATION – NV5 provides a wide range of transportation related services including traffic engineering and transit planning. Traffic studies include site impact analysis, corridor and interchange analysis, travel demand modeling and needs assessment. Design projects include safety improvements and roadway and intersection design, including traffic signal installations. We have produced MPT plans and roadside safety design for many of the firm's highway and bridge replacement and intersection projects. NV5 has extensive experience with Synchro & HCS modeling software.



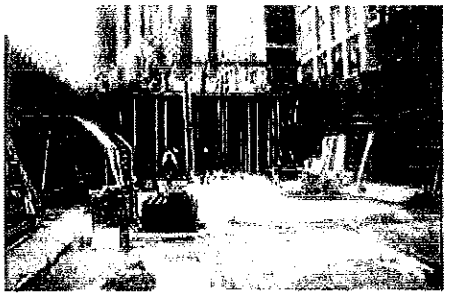
CR 58 Roundabout

BICYCLE/PEDESTRIAN AND COMPLETE STREETS – NV5 employs a holistic approach to street design that takes into account the needs of all roadway users. Under the Complete Streets philosophy, pedestrians, bicyclists, transit users and motorists are fully and equally considered during the planning and design process. In designing Complete Streets, NV5 evaluates how well the road serves all travel modes. Adoption of CS policies and resolutions is demonstrating a new commitment to transforming our communities into places where people can choose to walk, bike, use public transit and reap the benefit – an improved quality of life.



Brooklyn Waterfront Greenway, Brooklyn, NY

STRUCTURES – NV5's Structural Engineers design complex steel and reinforced concrete structures including: load bearing pavements, retaining walls, culverts, vaults, headwalls, outfalls bridges and ramps. NV5 has designed numerous bridges to carry local NYC streets over rivers, train tracks and other streets. NV5 has also designed pedestrian bridges and pedestrian underpasses over/under busy roadways to provide safe passage for pedestrians in traffic congested areas. NV5 also has experience designing subterranean structures such as vaults, bulkheads, relieving platforms and tunnels.

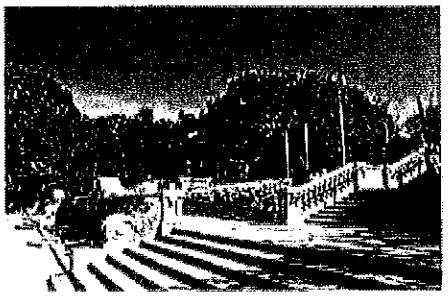


Miller Highway Tunnel, NYC

ENVIRONMENTAL – NV5's ecologists, landscape architects and planting design specialists work closely together, along with our other species and habitat restoration specialists, to redesign and restore disturbed sites to their original natural glory. From former strip mines to former coal gasification plants, we have turned some of our areas most derelict and contaminated real estate back into productive and biologically diverse public open space and recreational assets. NV5 also has an in-house hazardous materials investigation and remediation unit that does brownfield assessments.

Lake Shenandoah Golf Course Wetlands, NJ

CULTURAL RESOURCES/HISTORIC PRESERVATION – NV5's Cultural Resource Unit comprises archaeologists and historians. Whether investigating site and/or building history to determine cultural significance, or making a recommendation as to preservation value, our staff are skilled at completing all areas of historical research. The range of projects undertaken includes cultural resource and historic sites surveys, Historic American Buildings Survey (HABS) documentation, Historic American Engineering Record (HAER) documentation, and National Register nominations.



Bronx Zoo Astor Court, Bronx, NY

COMMUNITY OUTREACH – NV5 has conducted intensive and creative community outreach programs as part of many projects in order to encourage community participation in the planning and decision-making process. Our community outreach programs are designed to identify community concerns, including transportation, social, economic, cultural, environmental and other issues important to the public. Our planning and design staff has a history of working together to perform successful community outreach efforts that achieve positive project results. Public involvement techniques employed include charrettes, focus groups, open houses, web sites, project newsletters, surveys, interviews and multi-media shows.

NV5 - Led Community Outreach

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

NV5 NEW YORK-ENGINEERS ARCHITECTS LANDSCAPE
ARCHITECTS AND SURVEYORS
32 OLD SLIP
4TH FLOOR
NEW YORK, NY 10005-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 05/01/2016 TO 04/30/2019.

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0013036 DUPLICATE

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

NV5 NEW YORK-ENGINEERS ARCHITECTS LANDSCAPE ARCHITECTS AND SURVEYORS
32 OLD SLIP
4TH FLOOR
NEW YORK, NY 10005-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 11/01/2015 TO 10/31/2016.

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0012638 DUPLICATE

COUNTY OF NASSAU

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

1. Name of the Entity: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

Address: 40 Marcus Drive, Suite 201

City, State and Zip Code: Melville, NY 11747

2. Entity's Vendor Identification Number: 13-2849354

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):

Linda Reardon, PE - [redacted] - Partner

Robert Ellis - [redacted] - CFO

Daniel McGovern, AIA - [redacted] - Partner

Thomas Badenoch, LS - [redacted] - Partner

Jackson Wandres, RLA - [redacted] - Partner

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.

Linda Reardon, PE - [redacted] - Partner

Daniel McGovern, AIA - [redacted] - Partner

Thomas Badenoch, LS - [redacted] - Partner

Jackson Wandres, RLA - [redacted] - Partner

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: 08/14/2018 Signed:

Print Name: Stephen Normandin, PE

Title: Managing Director

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.

Nassau County, NEW YORK

Contract for Services

For

Downtown Hicksville Revitalization Traffic Impact and Complete Streets Assessment

March, 2018

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) NV5., a consulting firm, having its principal office at Forty Marcus Drive, Suite Two Hundred and One, Melville, NY 11747 (the "Firm", "Contractor", or the "Consultant").

This project is made possible in part by a grant from a New York Metropolitan Transportation Council's Unified Planning Work Program.

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 Downtown Hicksville Revitalization Traffic Impact & Complete Streets Assessment 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".

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 Forty Nine Thousand Nine Hundred Ninety Dollars ($249,990.00)**.

(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.

(e) Nassau County Living Wage Law. Pursuant to L.L. 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", 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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Nassau County, NEW YORK

Contract for Services

For

Downtown Hicksville Revitalization Traffic Impact and Complete Streets Assessment

March, 2018

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Exhibit A

Detailed Scope and Budget

Downtown Hicksville Revitalization Traffic Impact and Complete Streets Assessment
Basic Services of the Firm

I. SCOPE OF SERVICES

INTRODUCTION

Hicksville's street network provides a high level of connectivity, both within the downtown area and to the surrounding neighborhoods. The grid layout of many of the streets allows for smaller block sizes and multiple routes to destinations that enhance the pedestrian experience. However, over the years many of Hicksville's roads have been reconstructed to maximize traffic volumes and speeds at the expense of pedestrians, cyclists and local businesses. Further, Hicksville's two major North/South Routes, Broadway (NY 107) and Newbridge Road (NY 106), each carry roughly 28,000 cars per day through the heart of the downtown, heading to and from the Northern State Parkway, Long Island Expressway and the regional shopping hub (Broadway Mall) located just north of the downtown area. Jerusalem Avenue and Old Country Road, both County roads, further connect the downtown from the east, west and south. Further, the mix of land uses, existing commercial street wall, potential for new development all within proximity to the LIRR Hicksville Station provide the fabric for a vibrant downtown and central business district. However, improvements can be made to better accommodate pedestrians and other modes of non-motorized transportation, that will support and complement the Town's downtown revitalization effort and new mixed use development.

The Downtown Hicksville Revitalization Traffic Impact and Complete Streets Assessment Study will develop a Traffic Impact Study and preferred set of Complete Streets design improvements for the area that addresses the needs of Hicksville, the Town of Oyster Bay, Nassau County, stakeholders and the general public. Recommendations will be developed to improve the accessibility and safety for all users including motorists, pedestrians and cyclists. The study will pay particular attention to improving vehicular and non-motorized access to the LIRR Hicksville Station, as well as increasing pedestrian connectivity along the Broadway, Jerusalem Avenue and Newbridge Road. Design concepts, such as: curb/sidewalk bump-outs, green infrastructure, lane reduction, signal timing modifications, lighting and intersection modifications, among others, will be evaluated. A review of NICE bus movements and stops in and through the study area will also be undertaken as part of this study. Key Stakeholders, including local residents, business owners, NYSDOT, and the Town of Oyster Bay will be engaged as part of the public outreach process. Public engagement will include the vetting of design strategies and draft recommendations. More specifically, the Study will:

- Develop and implement a stakeholder and public engagement plan to ensure active participation and collaboration by municipal officials, local/regional agencies, stakeholders and the public.
- Collecting inventory of existing roadway, land use, operations, intersections and other features and analyzing existing conditions to identify any problems.
- Develop mapping to locate potential physical conflicts and support design of potential physical modifications to the roadway, traffic signals and appurtenances.
- Develop a traffic impact assessment taking into account potential new development within the study area. Turning movement counts, automatic tube counts, accident data, speed and travel times will be collected.
- Perform an American with Disabilities Act (ADA) compliance review of ramps, sidewalks and public bus facilities within the Nassau County Highway right-of-way.
- Develop a Technical Memorandum on the data collection methods, summary of all information and data collected with a narrative describing the problems identified based on the data collected and input from the public and develop an existing conditions model.
- Develop a no-build scenario, incorporating a ten year horizon utilizing accepted traffic growth rates and incorporating planned future developments, prevailing and potential changes to the Town zoning code.
- Develop at least three corridor improvement scenarios that incorporate traffic calming measures and complete streets opportunities that would provide a safer pedestrian environment, improve circulation and serve as a catalyst for economic development and revitalization in downtown Hicksville.
- Identify and quantify potential benefits and increase in corridor usage by pedestrians and bicyclists.

- Identify options for bicycle infrastructure improvements along the corridor, with specific emphasis in the vicinity of the LIRR Hicksville Station.
- Prepare a draft technical memorandum detailing right-of-way modification alternatives in a narrative and matrix format stating benefits and tradeoffs for all users.
- Prepare detailed cost estimates for all alternatives including construction, legal, administrative and engineering costs and funding mechanisms available to implement each of the alternatives.
- Prepare conceptual designs and renderings for each proposed alternative.
- Prepare a draft/final report summarizing results of the study including an analysis comparing all aspects of existing, no-build and build scenarios, a recommendation of the alternative/option that will best serve the goals and objectives of the study and a grant application-oriented summary of the preferred alternative.

GENERAL REQUIREMENTS

1. All data, reports and other materials produced under this Task Order are the property of Nassau County. All information, documents, correspondence, reports, conversations, meetings, etc. generated under this delivery order shall be used exclusively for executing this SOW and must have the County's approval before being released or used for any other purpose.

2. The Contractor shall coordinate with the County prior to the start of the analysis. The Contractor shall coordinate site visits with the County Point of Contact (POC).

3. The Contractor shall contact the County POC, at a minimum, on a monthly basis via phone/email to discuss the status of the project.

4. The Contractor shall prepare submittals as both hard copies and electronic files as outlined in the SOW.

TASK DESCRIPTIONS

Task 1: Public Outreach and Meetings

Subtask 1.1 Public Involvement Plan
Meetings with the County, other municipal agencies, stakeholders and the public typically include representatives from various groups such as the municipalities that overlap the study area, land owners/managers, enforcement, and civic representatives, among others. The form of these meetings will be discussed for refinement at the Kick-off Meeting. They typically involve a mix of individual team meetings and public group/workshop meetings.

The project will include the following meetings as a minimum:

- Project Kick-off Meeting with NCDPW.
- Project Team Meetings (minimum 6 meetings)
- Public Workshops - Two workshops to address the varying needs of the community. The first meeting will provide an overview of the project, summarize existing conditions, including traffic analyses, and engage feedback and input from the public and stakeholders. The second meeting open to the general public will focus findings, proposed alternatives, and the final set of recommendations and improvements.
- Stakeholder Focus Meetings – Three stakeholder meetings including one business/real estate focus group. Up to three meetings with NYSDOT are also anticipated.

The Contractor shall develop a Public Involvement Plan (PIP) that will serve as a living document for the Downtown Hicksville Revitalization Traffic Impact & Complete Streets Assessment. The PIP will be developed in accordance with County's Standards for Public Outreach and Meetings. Drawing from past successful outreach efforts, the PIP will a) define outreach goals; b) identify all appropriate stakeholder and community groups; c) set forth a set of engagement techniques; d) propose an outreach schedule that provides for pro-active, timely, and relevant input and review; and e) provide an evaluation process that assesses the success of outreach efforts on a continuous basis, allowing for mid-term changes. The PIP will be developed by the Contractor, in consultation with the with the County, first in draft form, and then in final form based upon review and comments from the County, stakeholders, and Technical Advisory Committee (TAC), with the capability of being

updated over the course of the planning and evaluation process. The PIP will be published and posted to the County website.

Among those elements likely to be part of the PIP are the following.

- The Consultant will create two advisory committees for the Downtown Hicksville Revitalization Traffic Impact & Complete Streets Assessment. The Stakeholder Committee (SC) will consist of elected officials, public agencies, as well as business, civic, and environmental interests. The Technical Advisory Committee (TAC) will consist of public, private, and non-profit sector representatives who have "specialized knowledge and skills," primarily to assist with key technical tasks. The size of each committee will be determined with the input of the County, though examples of similar committees suggests that each is likely to consist of between ten (10) and twenty-five (25) members. The schedule for meeting with both committees will be determined by the County, though it is assumed that the two committees would meet for combined total of up to 6 times during the course of this plan. Each committee meeting would be summarized via meeting minutes prepared by the Contractor, highlighting agreements reached, action items and next steps.
- 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 Contractor shall disseminate Public Outreach meeting or event notices to all stakeholders, civic and religious groups and local legislators at least four (4) weeks 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 two (2) weeks prior to each Public Outreach meeting or event.

The Consultant shall outreach to the public through various avenues, including public meetings, the County's website, and other forms of information dispersal, including social media. These outlets are described below:

Public Meetings

- Two workshops are envisioned. The first takes the form of a half-day workshop, includes presentations by the Contractor Team on project objectives, background, initial findings, and best practices. The initial presentation also identifies potential development plans and other improvements or operational changes such as those associated with the LIRR, NYS Downtown Revitalization Initiative (DRI), and developed in the Downtown Hicksville Revitalization Action Plan. Then a walking tour of the representative portion of the study area is conducted highlighting existing conditions, perceived opportunities and deficiencies. The walking tour is wrapped up by conducting a charrette that summarizes observations and provides an opportunity for initial brainstorming. Tablets will be utilized during the site walks to take notes and pictures, which are sent back to the workshop meeting room and compiled into a presentation that can be referenced during the Charrette brainstorming session.

Website and Communication

- A project website will be provided to share information regarding the project, including notifications of workshops, summary of workshops, and posting of reports and meeting minutes. Links from the County webpage and individual municipalities will be included if desired.

- Flyers will be distributed throughout the study area, including bus stops, LIRR station, as well as major employers. Flyers will include a QR Code/weblink to direct the public to the project website and provide interactive feedback.

- As an additional public outreach tool, the contractor shall utilize the online mapping tool WikiMapping to garner public input from area stakeholder groups and concerned citizens, particularly those that otherwise cannot participate in planned public meetings. The project website will include a WikiMapping link, where interactive feedback, concerns, and ideas can be posted for consideration in developing alternative designs, strategies, and interventions.

Demonstration Projects

- The contractor shall set up follow-up field sessions are often helpful to demonstrate potential improvements using temporary materials (e.g., tactical toolkit). Tactical demonstration projects will exhibit simple, temporary modifications to create placemaking opportunities such as plazas, as well as improve the pedestrian and bicycle environment. These temporary projects will offer opportunities for feedback and community education. These

projects may lay the groundwork for short-term/quick-build or possibly permanent infrastructure solutions for the study area. The demonstration session is often connected to a public community event, such as a street fair, where the public is already out and can provide a larger random audience for input and feedback.

Subtask 1.2 – Project Coordination
The Contractor shall attend a minimum of six (6) project coordination meetings to be scheduled in regular intervals by the County. The Contractor shall be responsible for preparing meeting agendas, sign-in sheets and minutes.

Task 2: Existing Conditions Survey and Analysis

Task 2.1 Kick-off Meeting
A kick-off meeting shall be scheduled by the County to discuss project goals and schedule. Existing plans and reports will be collected for the Contractor to review. Initial workshop logistics, project communication, and coordination will be discussed to move the project forward in a timely and efficient manner. The Contractor shall participate in a site walk/tour to discuss and highlight specific issues and opportunities. The site walk/tour will be scheduled as close to the kick-off meeting as possible.

Task 2.2 Data Collection and Analysis
The traffic study component of the project includes a comprehensive scope developed to address any issues, ideas, and questions that may arise through the course of the project. The study is also intended to be of sufficient detail to support any of the future requirements in the process of accommodating future developments and complete streets, such as environmental reviews and/or grant applications.

Traffic Analysis and Data Collection

- In order to evaluate existing and future traffic flow characteristics and operations, and to assist in the development of complete streets strategies for improvements to pedestrian, bicycle, and transit operations, the contractor shall develop a Synchro model of the project study area.

- The contractor shall perform a physical inventory including roadway and intersection geometry, traffic control, signal phasing and timing, time of day restrictions, turn restrictions, speed limits and other pertinent information will be obtained by review of aerial photographs, prior studies, field visits and discussions with agencies. All information will be field checked for accuracy prior to use in the analyses conducted for the purposes of this effort.

- The contractor shall perform vehicle turning movement counts and 24 hour Automatic Traffic Recorder (ATR) counts on roadways within and adjacent to the study area. Bus, truck and pedestrian flows will be included in the data collection effort. The model will include the study area identified in the RFP, as well as areas immediately adjacent the to the study limits. It is further noted that the RFP indicates that a public information meeting is to be conducted during the early, information gathering phase of the study, and that potential additional data collection locations, as well as modifications to the base network, could be required based on input received during this meeting.

- ATR data will be collected for a seven day, non-holiday period, including a weekend. The ATR data collection will be conducted in compliance with NYSDOT's Traffic Monitoring Standards for Contractual Agreements.

- Turning movement counts will be obtained for the peak weekday AM, midday and PM periods, and either peak Saturday or Sunday periods. The weekend analysis period will be determined in consultation with NCDPW.

- If necessary, appropriate seasonal adjustment will be made to the traffic data, based on information available from the New York State Department of Transportation (NYSDOT) regarding traffic characteristics of facilities in New York State. NYSDOT provides information regarding traffic characteristics of roadways of all types in the state. Roadway facilities are grouped based on prevailing demographics and the nature of the communities that the roadways serve, known as Factor Groups. NYSDOT classifies the roadways included in this study as displaying characteristics dominated by commuter traffic, defined as Factor Group 30. Seasonal adjustment factors for Factor Group 30 will therefore be applied to the traffic volume data collected for this project, as appropriate. The seasonal

adjustment rates will be discussed and approved prior to use.

- The contractor shall prepare traffic flow maps depicting the weekday and weekend peak traffic flows for the existing condition. Traffic volumes between intersections will be balanced and adjusted as appropriate, for use in evaluating operating conditions. The balanced traffic flow information will be applied to the base Synchro network, and operational measures of effectiveness for existing conditions will be determined, including Levels of Service, person and vehicle hours of delay, and queues. These results will be spot checked in the field to validate that the model has reasonably approximated the prevailing existing condition, and the model will be calibrated as necessary. The current schedule of turning movement and ATR count locations is provided in the attached figures. (Exhibits D&E)

- The contractor shall obtain spot speed data in both directions at up to 5 screenline locations including Old Country Road, Route 106, Route 107, Jerusalem Avenue, and W John Street (Minimum 100 samples per location). Travel time runs will be conducted throughout a typical weekday and during the midday peak weekend period.

Safety Analysis

- The contractor shall conduct a safety analysis for the study area based on accident records from Nassau County for the latest three years for which data is available. It is anticipated that the initial crash analysis will utilize a Nassau County Accident Data Summary table. This data will be reviewed for identification of patterns or trends in the rates of occurrence or crash types. Particular attention will be given to crashes involving pedestrians and bicycles. For those locations identified as having potential safety issues, additional in-depth analysis will be conducted to determine underlying causes that may be addressed through measures that can be incorporated into the study recommendations that will enhance pedestrian and bicycle safety in the Downtown Hicksville area. The in-depth analysis will consist of a review of verbal descriptions of crashes that are available through NYS DMV. It is not anticipated that full review of the original police accident reports (MV-104) will be required.

Accessibility Review of Pedestrian Ramps, Sidewalks and Bus Stops

- The contractor shall perform an Americans with Disabilities Act (ADA) compliance review of ramps, sidewalks and public bus facilities within the Nassau County Highway ROW. Nassau County roadways within the project area include Jerusalem Avenue between Old Country Road and NYS Route 107, Old Country Road from NYS Route 106 to NYS Route 107, and East/West John Street from the Broadway Mall access road to NYS Route 107.

- The contractor shall utilize NCDPW's app for collecting information regarding ADA compliance and NCDPW's app for collecting information regarding the installation of audible pedestrian signals.

- The contractor shall conduct a qualitative review of all other ramps, sidewalks and bus stops within the study area, so that a comprehensive evaluation of the accessibility of the facilities within the study area is provided.

Pedestrian and Bicycle Infrastructure

- The consultant's pedestrian and bicycle facility inventory and assessment shall include existing pedestrian and bicycle infrastructure. Special attention will be given to preferred paths obtained from field observations. Pedestrian desire lines and walking routes will be observed. All existing pedestrian facilities including sidewalk, ramps, bus stops, and crossings will be assessed for connectivity, effective widths, and qualitative ability to provide sufficient circulation including relationship with street crossings.

Bus Transit

- The contractor shall review bus routes and schedules and stop locations, and obtain ridership data from NICE to evaluate the service and develop potential modifications to routes and stop locations based on the proposed rezoning and the recommended improvements developed as part of this effort. Field observations of existing operations will also inform proposed improvements. Safe access to stops, and accommodations at the stops such as bicycle racks and shelters will be considered. Total curbside demands will be developed in a realistic way to reflect observed demands, especially during peak periods and potential for bunching.

Mapping

- The contractor shall prepare base maps to allow for an understanding of constraints and feasibility of certain design alternatives, and cost implications, particularly in relation to right of way, drainage and utility impacts.

Deliverable: The contractor shall prepare a Technical Memorandum on data collection methods for the items above. Also, they shall prepare and submit Technical Memorandum summarizing all information and data collected, with a narrative describing the problems that were identified based on the data collected and input from the public, as well as an Existing Conditions model.

Task 3: Complete Streets and Traffic Calming Design Alternatives

Task 3.1 Traffic Impact Analyses

No Build Condition

- The contractor shall modify the balanced and validated existing conditions network to reflect conditions anticipated to prevail for a twenty year "No-Build" planning horizon. Existing conditions traffic volumes will be adjusted utilizing a background traffic growth rate developed for that purpose and approved by the reviewing agencies, particularly NYSDOT and NYMTC. The growth rate will consider census population projection, as well as information provided by the New York Metropolitan Transportation Council's Best Practices Model (BPM). NYMTC's BPM predicts changes in future travel patterns in response to changes in the demographic profiles and transportation systems in the region. It incorporates transportation behavior and relationships with an extensive set of data that includes a major travel survey of households in the region, land-use inventories, socioeconomic data, traffic and transit counts, and travel times.

- The contractor's No Build condition will also consider other planned developments in the vicinity, as well as "soft" sites where there may be potential development opportunities within the study period's time horizon. The identification of these developments and improvements to be incorporated will be based on discussions with Nassau County and the Town of Oyster Bay, as well as the conclusions of the LIRR Third Track and East Side Access FEIS results. Trip generation and assignments for theses specific sites will be conducted and added to the No Build traffic networks.

- The contractor shall take into account that the Third Track project envisions construction of a substantial amount additional parking located in one or more parking structures in much closer proximity to the LIRR Hicksville Station than existing at-grade parking. This will have a significant impact on traffic flows in the vicinity of the station, and is expected to significantly reduce pedestrian traffic flows crossing NY106 and NY107 to access the LIRR station. The "No-Build" network will be developed to reflect these changes in traffic and pedestrian assignments.

Build Condition

- The contractor will assess the build condition in two steps.
- The first assessment will evaluate the impacts of the future development program based on proposed zoning changes. It is anticipated that the proposed program will reflect the development mix and density included in the Downtown Hicksville Revitalization Plan and/or the NYS DRI. The final mix, size, and location will be developed and verified with the County and Town.

- The second assessment will include a series of model runs to reflect the proposed changes resulting from the identified Complete Streets geometry and Traffic Calming interventions. This may include the reconfiguration of existing streets, connections, and turning movements. Up to three scenarios will be modeled and assessed.

- The No Build traffic demand will be modified to reflect future conditions based on the proposed rezoning of the Downtown Study area. The contractor will meet with County and Town officials to develop the traffic demand scenarios. The traffic demand scenarios will consider methodologies presented in the Institute of Transportation Engineers' Trip Generation Handbook for mixed-use development, urban infill redevelopment, and transit friendly development, as well as other sources in the transportation engineering and planning field. Sources include data collected by the District Department of Transportation (Washington, DC) on modal trip generation at mixed use sites, the California Department of Transportation (Caltrans) study of trip generation for Smart Growth development, and National Cooperative Highway Research Program research on trip generation for impact analyses of infill developments.

- The first synchro analysis of Future Build conditions will assume no other infrastructure improvements except signal timing adjustments. At this time, the development program will be revisited to determine any potential adjustments based on findings of the first model run. The remaining three model runs will be based on review and discussion with the Technical Advisory Committee. The contractor will work with the County and Town to evaluate the impact of the proposed zoning on traffic flows and trip generation characteristics of the Downtown Hicksville study area, and modify traffic flow inputs, incorporate proposed improvement strategies, and rerun the Synchro analyses for the relevant peak analysis periods.

Pedestrian and Bicycle Estimates

- The contractor shall produce a pedestrian volume flow maps and circulation network can be produced. Our trip generation spreadsheet model includes all modes of travel, and allowances for linked trips, so that sensitivities can easily be conducted based on a variety of travel demand forecasting assumptions. This exercise will include the redistribution of existing commuter trips due to the construction of the LIRR parking garage.

Task 3.2 Complete Streets and Traffic Calming Design

In developing improvements for the Downtown Hicksville study area, the contractor shall take into consideration that it is important to understand the functionality of the roadway and that of the surrounding routes. Therefore, solutions that are context sensitive, and appropriate to the surroundings will be selected. The goal will be to provide a network that addresses the needs of all users, provides safe connections between the downtown, surrounding neighborhoods, LIRR Station, parking, sensitive land uses and places of interest. Since there are NYS routes, NYSDOT also provides guidance on measures and their suitability for implementation on arterials.

Solutions often fall into long-term capital type improvements as well as low-cost operational measures that can be implemented in the short-term. For this project, a preliminary set of alternatives at the corridor level and link-intersection level will be prepared and presented for each of the main arterials, as well as local cross streets. Conceptual plans will be used for presenting to the public, NYSDOT and stakeholders, as necessary.

The iterative process begins with development and review of a comprehensive list of potential improvement measures and interventions, and leads to the preferred alternative sets of improvements. The process will generally include the following iterations:

- A preliminary long-list of geometry, cross-sections and plan, measures and treatments will be prepared to provide a sense of potential solutions that may be appropriate for each street and sub-area. A working meeting will be conducted to review the preliminary list of measures; which will be refined into a subset of potential concepts and typical treatments that address any deficiencies or safety concerns that may be identified.

- Following the working meeting, a set of concepts will be developed based on feedback from the workshops and meetings. These concepts will include a basic level of evaluation and assessment, such as preliminary traffic analysis, geometric review, and an evaluation matrix.

- The contractor will begin to consolidate the measures into a set of alternative treatments for review at a follow-up working meeting. The contractor shall then meet with any stakeholders and the public, and present the concepts for feedback and/or approval.

- A preferred set of improvements, including order of magnitude costs, will then developed for review.

Final analysis and preparation of full report and concept plans will be developed including cost estimates.

Short-term Improvements

- Proposed solutions will include low-cost improvements that can be implemented fairly quickly and typically address: state of good repair, deficient or non-compliant signing and striping, striping of bike lanes or shoulders to narrow the travel lanes, angled parking, and decorative surface treatments.

- Other treatments may include lower cost infrastructure improvements such short refuge-island type or flush medians, as well as other easy to implement requirements contract-type scope items. These improvements may be targeted to improve conditions at key high-crash areas and can be implemented within a relatively short time frame. Opportunities for curb extensions and bump-outs are also included to address pedestrian safety and traffic calming.

- A wayfinding plan will also be included as part of these improvements, particularly addressing connections to parking areas, LIRR, LIE and Northern State to the North, as well as pedestrian scale wayfinding to downtown destinations.

- The use of temporary, quick-build materials has become very popular, particularly for downtown contexts. These interventions and designs are becoming more acceptable to various municipalities and the contractor shall explore the possibility of implementing these features.

Long-term Improvements

- Proposed strategies will encompass long-term, low maintenance physical measures such as comprehensive streetscape improvements, medians, intersection or alignment modifications, enhanced pedestrian sidewalks/paths such as the corridor linking along the LIRR; and other measures that are designed in accordance with the desired operating speed and design vehicle for each street. These measures will be appropriate to the surrounding context and will be signed and striped to provide clear direction to the motorist and pedestrian alike.

- Complete streets projects provide opportunity for landscaping treatments, which both enhance the visual environment and serve as passive traffic calming that encourages lower speeds. Landscaping treatments and gateway treatments can modify the character of a corridor and provide visual interest that encourages reduced operating speeds. Opportunities to incorporate green infrastructure will be included in the development of improvements.

The contractor shall explore other concepts including, but not limited to:

- Realignment of Streets – The Revitalization Plan identified the reconfiguration of Jerusalem Avenue through JFK Park. This realignment can provide an opportunity for a larger contiguous park, pedestrian access improvements, as well as traffic improvements. The reconfiguration of W John Street between Routes 106 and 107 is another candidate for geometric and parking improvements

- Opening of through streets and/or removal of turning restrictions – The contractor will test the pros and cons of extending some streets and creating new connections, as well as removing certain restrictions. Current traffic patterns funnel certain movements to specific intersections and limit the ability of traffic to disperse, particularly within the triangle area.

- Shared Streets – Certain side streets may become good candidates for an open and curb-less design that is shared by all users, with pedestrians and bicyclist mixed with vehicles at slow speeds.

Conceptual designs will include sufficient information to develop cost estimates and for review by municipal agencies including NCDPW, the Town of Oyster Bay, and NYSDOT. Renderings and photo-simulations will be developed illustrating some of the major concepts to support the Second Public Workshop and communicate the concepts and vision effectively. Once a consensus has been established regarding proposed components and layout, we will prepare schematic drawings indicating the type and location of the proposed improvements. Improvement plans will be further refined and presented on 40-scale planimetric maps utilizing the GIS and supplemented with existing aerial photos, if necessary. Areas needing further detail will be enlarged if necessary, indicating specific locations of physical features. Callouts of improvements will include example photos or simulations of improvements (i.e. crosswalks, landscaping, green infrastructure, signage, etc.), where practical. Conceptual plans will be used for presentations.

Deliverable: The contractor shall prepare and submit a Technical Memorandum.

Task 4: Cost Estimate and Final Report

Cost Estimates

The contractor shall prepare construction cost estimates will be prepared for each of the preferred final alternatives. The estimates will be prepared on an Excel spreadsheet with NYSDOT items using bid prices on our previous local projects and the contractor's in-house bid price database. The cost estimate will identify the cost of key construction items including new striping, signals, curbing, sidewalk, etc., in addition to design, survey and construction inspection costs, if necessary.

Economic Benefits Analysis

The contractor shall present return on investment and public benefit in terms of measurable results that will be reviewed with

the Technical Advisory Committee for inclusion in the Final Report. These may include: jobs generation (construction and permanent), emissions reduction/energy savings, travel time savings/operational efficiencies, safety/reduction in crashes/fatalities, private investment value, and tax revenue.

Draft and Final Report
The contractor shall prepare a report summarizing existing conditions, all analyses, and the development of alternatives so that future efforts in the Revitalization of Downtown Hicksville can occur seamlessly. The style and content will provide the basis for future funding opportunities, environmental assessments, planning and zoning changes, as well as minimize potential constraints for future land development. It will also ensure that land development, open space, and transportation improvements occur in a cohesive manner to facilitate and promote smart growth opportunities.

In particular, the report will provide a "grant application-oriented summary" and implementation timeline (Plan of Action) to gather funding assistance. Potential funding sources will be identified for each project by determining what programs they would be eligible for. Multiple funding sources will be identified where project cost exceeds program limits and to diversify options of competitive programs and funding timelines. Preferred alternatives will be segmented into implementable projects based on independent utility of the project or project phases, funding limitations or restrictions, and other implementation impediments.

SERVICES NOT INCLUDED

This proposal and costs address only the services specified herein. Any services not explicitly included in the scope of services outlined herein are excluded from this proposal, including, but not limited to:

- Preparation of additional planning studies (i.e. Blight Study, Urban Renewal Plan, etc.)
- Preparation of Environmental Impact Analyses
- Civil engineering design services beyond those specified in the Scope of Services
- Preparation of additional traffic impact or parking studies beyond those specified in the Scope of Services
- Evaluation of additional intersections
- Surveying
- Phase I/Phase II Environmental Assessments
- Archaeological Investigations
- Additional Market/Fiscal Analyses beyond those specified in the Scope of Services
- Additional meetings beyond those specified in the Scope of Services

If additional services are required, they would be subject to a separate contract amendment.

GEOGRAPHIC INFORMATION SYSTEM (GIS)

The Nassau County Department of Public Works (NCDPW) will provide access to Nassau County Geographic Information Systems data, including, but not limited to, outfall location and data, contours, spot elevations and ownership, where available. The Contractor may also augment the above with information from other sources of publically available geodata. NCDPW will not supply copies of plans from prior construction projects.

PREPARATION OF DELIVERABLES

REPORTS
All text shall be produced on 8 ½ X 11" paper, single-spaced, with double spacing between paragraphs. Figures shall be 8 ½ X 11" or folded 11 x 17" format sheet size. All text pages (including and appendices or attachments) shall be consecutively numbered. Text print will be letter quality in New Times Roman 12-point font. All references shall be properly cited in a bibliography at the end of the document text. In addition to the hard copies, each report will be submitted on a CD-ROM in formats that are compatible with Microsoft Office 2007.

Deliverables and draft deliverables shall consist of four (4) hardcopy and one (1) electronic version.

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 Contractor shall incorporate said comments and/or changes.

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.

MAPPING/DATA FORMAT
The report will describe all methods that were used and the data obtained. Maps will be included to show the project area and sample locations and will be delivered in ARCVIEW Shape File format (GIS). Data will be delivered on a CD-ROM or other media acceptable to the County.

COORDINATION

The Contractor will commence work under this Contract upon receipt of Notice to Proceed.
All work performed under this Contract shall be done so in accordance with the articles of the Contract No. _____. All deliverables will be considered complete and final upon receipt of all review and approval signatures and acceptance by the Contracting Officer Representative (COR). The County will provide acceptance of final submittals in writing.

The Contractor shall establish and maintain very close coordination with the County, other Federal, State and local agencies, governmental organizations and their Contractors as directed by the County. Coordination may be in the form of meetings, correspondence, or telephone calls.

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.

Exhibit A

Budget

Downtown Hicksville Revitalization Traffic Impact & Complete Streets Assessment- NV5		
Tasks	Title/Description	Fee
1	Public Outreach and Meetings	$ 58,353.00
2	Existing Conditions	$ 91,884.00
3	Complete Streets Alternatives	$ 67,450.00
4	Cost Estimate and Report	$ 31,803.00
	Travel, Reproductions, Miscellaneous	$ 500.00
Total		**$ 249,990.00**

Exhibit B

Project Schedule

Notice to Proceed Expected April, 2018

Project Schedule- Downtown Hicksville Revitalization Traffic Impact & Complete Streets Assessment									
		Month							
Task	Title	1	2	3	4	5	6	7	8
1	Public Outreach and Meetings								
2	Existing Conditions								
3	Complete Streets Alternatives								
4	Cost Estimates and Report								

Nassau County reserves the right to modify this Timeline as necessary.

Exhibit C

Study Area Map

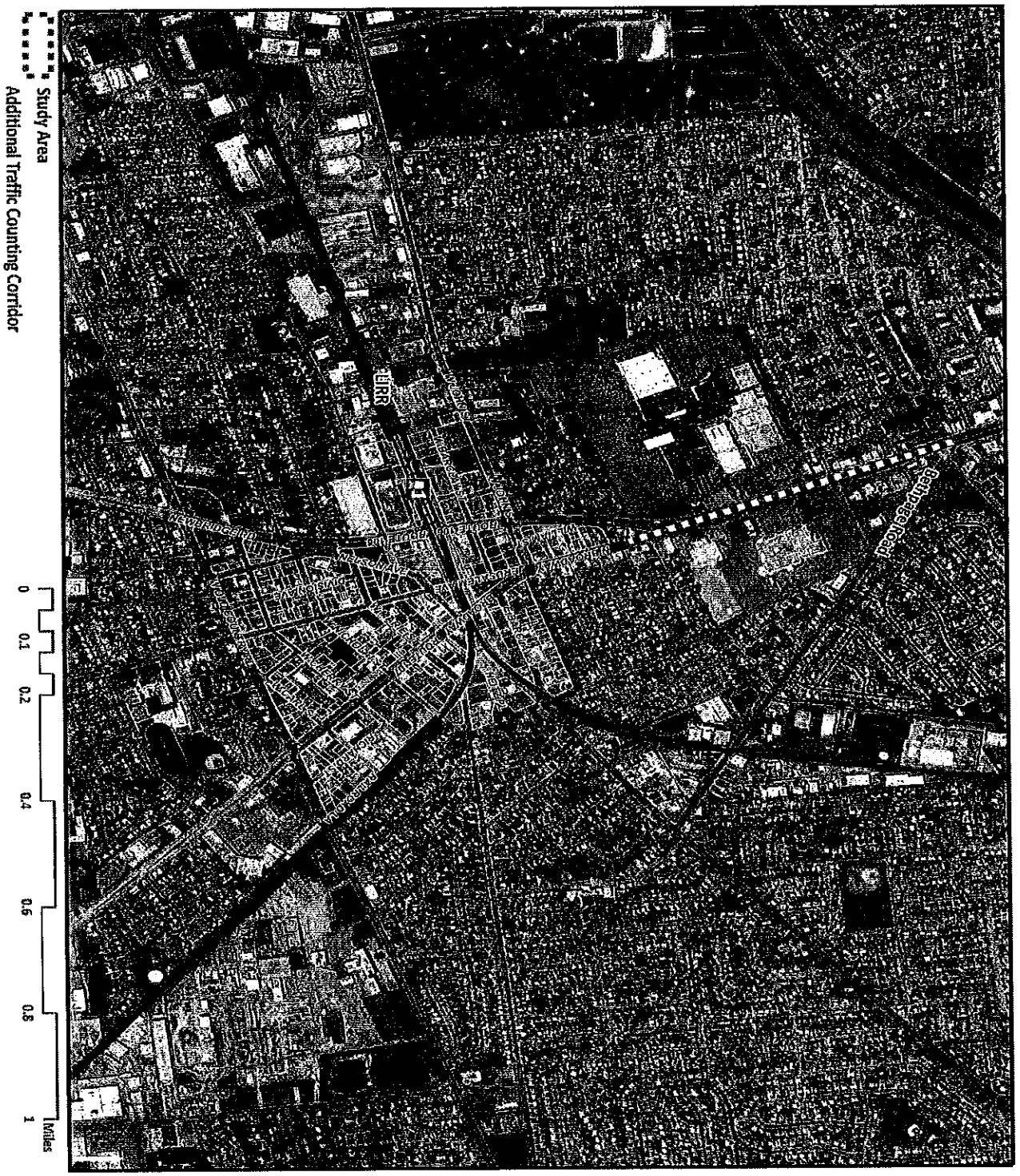


Exhibit D
Traffic Count Map

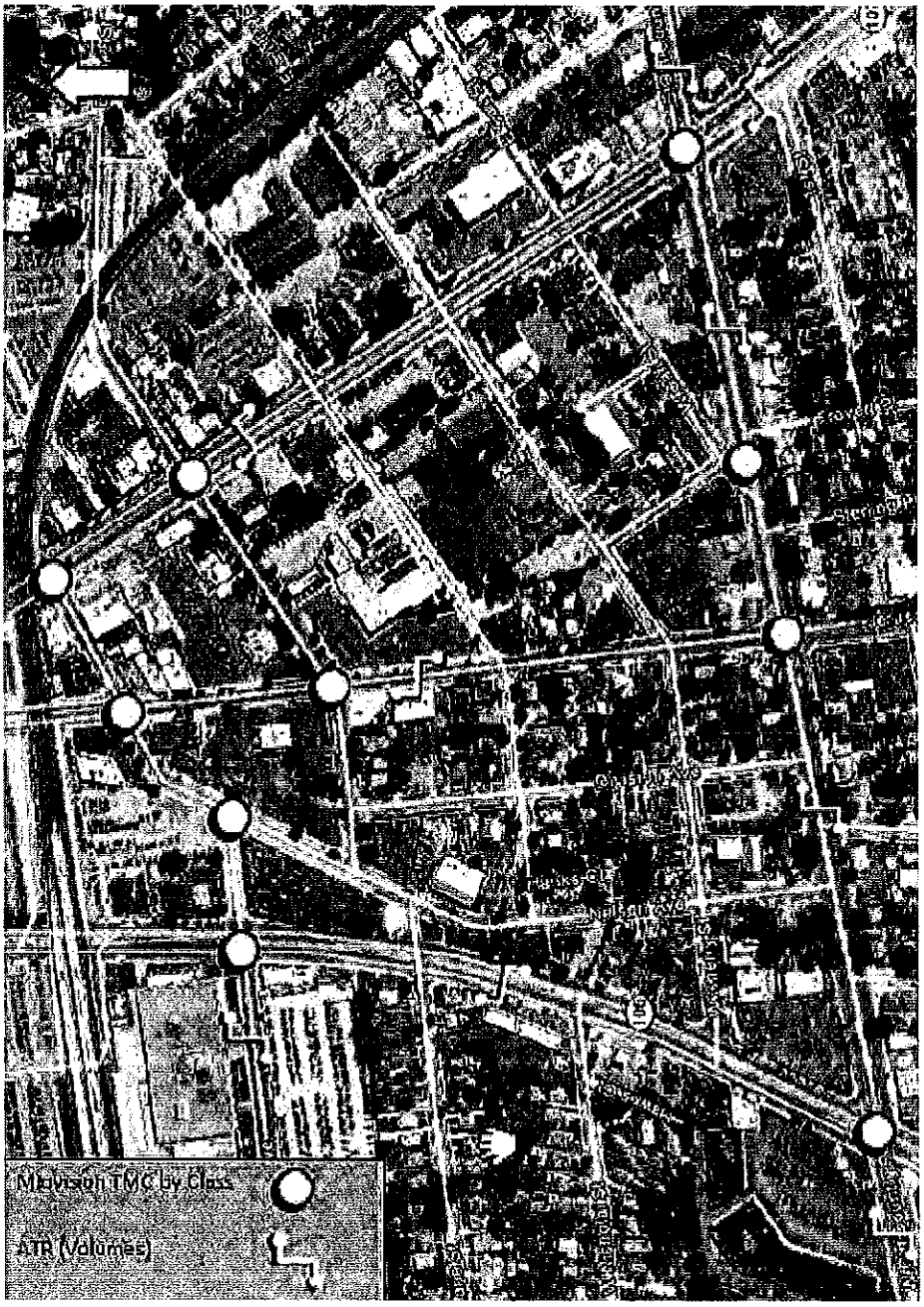


Exhibit E
Traffic Count Map

Appendix B

PAYMENT SCHEDULE

Amount of Consideration. The lump sum ("Lump Sum ") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, inclusive of all labor, overhead and other direct costs, shall be **Two Hundred Forty Nine Thousand Nine Hundred Ninety Dollars ($249,990.00)**, and shall be payable as follows, with reference to such categories (as delineated below) and Tasks (as defined above), where applicable, contained in the Detailed Scope and Budget (Exhibit "A"), all payable upon submission of claim Vouchers and other documentation by the Contractor in accordance with this Agreement and all applicable policies and requirements:

(A) TASKS

(i) Tasks One. [12 months]

Payment(s) shall be a total of **Fifty Eight Thousand Three Hundred Fifty Three Dollars ($58,353.00).**

(ii) Task Two. [3 months]

Payment(s) shall be a total of **Ninety One Thousand Eight Hundred Eighty Four Dollars ($91,884.00).**

(iii) Task Three. [5 months]

Payment(s) shall be a total of **Sixty Seven Thousand Four Hundred Fifty Dollars ($67,450.00).**

(iv) Task Four. [3 months]

Payment(s) shall be a total of **Thirty One Thousand Eight Hundred Three Dollars ($31,803.00).**

Payment(s) shall be a total of **Two Hundred Forty Nine Thousand Nine Hundred Ninety Dollars ($249,990.00).**

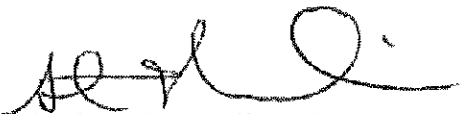
Lump Sum tasks will be paid on percentage-completed basis in accordance with an approved progress payment schedule.

(B) OTHER DIRECT COSTS

Up to **Five Hundred Dollars ($500.00)** for actual reasonable and necessary reproduction of report materials, postage/shipping/messenger service and travel expenses incurred during the performance of approved Services under this Agreement, payable upon Contractor's submission of claim Vouchers with acceptable supporting receipts and proof of expenditures in accordance with this Agreement and applicable County policies. The County shall not reimburse the Contractor for such expenses **in excess of Five Hundred Dollars ($500.00)** unless the Contractor has obtained prior written consent from the County to incur said expense.

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

FIRM: NV5 New York – Engineers, Architects, Landscape Architects and Surveyors

By: 
Name: Stephen Normandin, PE
Title: Managing Director
Date: April 2, 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 2nd day of April in the year 2018 before me personally came Stephen Normandin 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 Managing Director of NV5 New York – Engineers, Architects, Landscape Architects and Surveyors, 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

ALICIA A PETRULIS
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01PE6319556
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES 02-23-2019

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

7. Compliance with Law.

(b) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(c) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Stephen Normandin, Managing Director 8/16/18

Hagen

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: June 26, 2018

SUBJECT: Selection Committee Recommendation
Complete Streets Improvements and Traffic Impact to Downtown Hicksville Revitalization – Design Services
RFP# PW-T62500-02D

INTRODUCTION

The Nassau County Department of Public Works (DPW) seeks to initiate a project that will identify traffic calming measures and complete streets opportunities to provide a safer pedestrian environment, improve circulation and provide the necessary infrastructure support for economic development and revitalization in downtown Hicksville. The study area is bound by Old Country Road to the south, Newbridge Road (NY 106) to the west, South Broadway (NY 107) to the east and West John Street to the north. The recommended planning and engineering services contract would be partially funded through the New York Metropolitan Transportation Council's (NYMTC) Unified Planning Work Program (UPWP).

On October 23, 2017, DPW issued a Request for Proposals (the "RFP"), the purpose of which was to solicit proposals from professional engineering and related consulting firms to provide planning and engineering services regarding the preparation of a traffic impact and complete streets assessment in downtown Hicksville, Town of Oyster Bay. The anticipated contract resulting from this solicitation is foreseen to be partially funded through the UPWP, and the contracted firm(s) are required to comply with the requirements of Local Law No. 14-2002, "Participation by Minority Group Members and Women in Nassau County Contracts".

Notice of the RFP was published in Newsday and was made available on the County's eProcurement webpage. On November 20, 2017, proposals from five (5) entities were received. A list of proposals, in alphabetical order of the prime consultant, is provided below:

1) GPI Greenman-Pedersen, Inc. ("GPI")
2) LiRo Engineering, Inc. ("LiRo")
3) Nelson & Pope Engineers and Surveyors ("N&P")
4) NV5
5) WSA USA, Inc. ("WSA")

An RFP evaluation and selection committee (the "Committee") was formed and comprised of the following personnel from DPW:

- Sean Sallie, AICP, Deputy Commissioner
- Harold Lutz, P.E., Director of Traffic Engineering
- Michael Hagan, P.E., Traffic Engineer

SELECTION COMMITTEE REVIEW PROCESS

The Committee was provided hard copies of the technical proposals and score sheet template on December 5, 2017. The Committee met on February 2, 2018, to discuss and rank the technical proposals. Firms were given an ordinal ranking (1 representing the highest scoring proposal and 5 representing the lowest scoring proposal1) [see Table 1].

Table 1
Technical/Cost Proposal Ranking Matrix

	Technical Proposals				
Selection Committee	GPI	LiRo	N&P	NV5	WSA
Average Technical	85.0	76.3	75.7	88.0	83.3
Technical Rank	2	4	5	*1*	3
Cost Proposal	**$249,100.00**	**$252,151.33**	**$260,565.00**	**$249,989.00**	**$288,900.00**
Cost Per Technical Point	**$2,930.59**	**$3,303.29**	**$3,443.59**	**$2,840.78**	**$3,466.80**

NV5 satisfies the Local Law 14-2002 requirement by utilizing a M/WBE firm in Traffic Databank, as referred in the RFP [see Table 2] and provided the most comprehensive and responsive proposal. NV5's proposal demonstrated superior knowledge, experience and understanding of the project and of the study area environs. NV5 has extensive experience over the years working with the County and their proposed team has previous experience working on similar planning and engineering projects. The Committee did take note of GPI's proposed fee which was lower than the other high-ranked firms. GPI's data collection program was significantly less than NV5's and is the reason for their lower proposed fee. For a project of this magnitude, the Committee felt that GPI's minimal data collection program may not entirely capture the nature of the traffic patterns for the study area. Also, to be noted, NV5 had a lower cost per technical point than any of the other firms.

Table 2
NV5 Proposal W/MBE Utilization

Subconsultant	MBE/WBE	Proposed Staffing & Cost Total
Traffic Databank	MBE	$21,000.00

CONSISTENCY WITH COUNTY PROCUREMENT POLICY

As mentioned above, the three (3) member Selection Committee was inclusive of professional engineers and planners from the Department of Public Works. Technical proposals were scored and ranked based on the evaluation criteria included in the RFP and a highest-ranked proposal was identified. Respondent's cost proposals were found to be within the budget allotted in County Capital Plan.

SUBJECT: Selection Committee Recommendation
Complete Streets Improvements and Traffic Impact to Downtown Hicksville Revitalization – Design Services
RFP# PW-T62500-02D

JUSTIFICATION

The proposed *Downtown Hicksville Revitalization Traffic Impact & Complete Streets Assessment – Design Services* was bid as a competitive RFP:

1. Estimate of costs was established prior to opening the proposals
2. The award recommendation is being made to the proposal with the highest technical score and lowest cost per technical point of the two highest technically-ranked firms.

RECOMMENDATION

The Committee concluded that NV5's technical proposal met the County's expectation of completeness and quality. The Committee is confident that the NV5 proposal will provide the greatest value to the County. Based on the technical and cost evaluation described above, the Committee recommends that the County move forward with contract negotiations with NV5 for planning and engineering services relating to Downtown Hicksville Revitalization Traffic Impact and Complete Streets Assessment. The Committee proposes that a contract for planning and engineering services between the Nassau County Department of Public Works and NV5 be approved for an amount not to exceed $249,990.00. It is important to note that a portion of the contract fee will be reimbursable through a NYS UPWP grant award. The grant will reimburse the County 80 percent of the consultant fees and in-house staff costs. Of the $249,990 consultant cost, $199,992 will be reimbursable and $32,800 of the $41,000 for in-house staff will be reimbursable.

The Committee is prepared to discuss its recommendation in further detail, at your convenience.

For Kenneth G. Arnold
Commissioner

KGA:SS:HTL:jd
c: Sean E. Sallie, AICP, Deputy Commissioner
Harold T. Lutz, P.E. Director of Traffic Engineering
Michael Hagan, P.E. Traffic Engineer III

APPROVED:

Brian J. Schneider 6/27/18
Brian J. Schneider Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

REQUEST TO INITIATE RTI Number 17-0145

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ **RFQ** ☒ **RFP** ☐ **RFBC** ☐ **In-House or Requirements Work Order**

Project Title: Downtown Hicksville Traffic Study (LIRR Station Area)

Department: Public Works Project Manager: S Sallie Date: May 1, 2017

Service Requested: Conduct traffic study of Downtown Hicksville

Justification: Nassau County, under the auspices of its Department of Public Works (NCDPW) desires to procure a firm to prepare a technical traffic study and impact analysis for downtown Hicksville in an area bounded by West/East John Street, Newbridge Road, South Broadway and Old Country Road. The proposed study would inform the ongoingToBay Hicksville downtown rezoning initiative, as well as identify traffic and pedestrian improvements that would enhance walkability and safety. Funding for this study would be requested from the NYMTC Unified Planning Work Program (UPWP).

Requested by: DPW Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) Study - $200,000
Circle appropriate phase

Total Project Cost: $200,000 Includes, design, construction and CM

Date Start Work: 9/1/17 Phase being requested

Duration: 9/1/18 (12 months) Phase being requested

Capital Funding Approval: YES ☒ NO ☐ SIGNATURE DATE

Funding Allocation (Capital Project): UPWP Grant
See Attached Sheet if multiyear ☐

NIFS Entered : N/A SIGNATURE DATE

AIM Entered: Deanna Funk 5-15-17 SIGNATURE DATE

Funding Code: use this on all encumbrances

Timesheet Code: 17-0145 use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action ☒ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation

Department Head Approval: YES ☒ NO ☐ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ SIGNATURE 5/11/17

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

	Vendor	Quote	Comment	See Attached Sheet ☐
1.				
2.				
3.				
4.				

DCE/Ops Approval: YES NO Signature

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Sean Sallie, Planning Supervisor

FROM: Office of the Commissioner

DATE: September 18, 2017

SUBJECT: CSEA Sub-Contracting Approval
C17-090
Downtown Hicksville Revitalization Traffic Impact and Complete Street Assessment

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 **C17-090.**

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

T62500020

K:\Support Staff\Author\Lesman, Jonathan\C17-090 S. Sallie Hicksville Revitilization.jl.doc

C17-090

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: August 14, 2017

SUBJECT: CSEA Notification of a Proposed DPW Contract
Downtown Hicksville Revitalization Traffic Impact and Complete Streets Assessment

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:
   Procurement of planning and engineering services to perform a complete streets traffic assessment of the road network and accessory access ways in downtown Hicksville, New York, in coordination with the New York State Department of Transportation and the Town of Oyster Bay. The traffic assessment is expected to support and guide the broader downtown Hicksville revitalization and zoning initiative currently underway by the Town of Oyster Bay. This project is partially funded by a formula grant from the New York Metropolitan Transportation Council (NYMTC).

2. The work involves the following:
   The project will include an assessment of current traffic volumes, pedestrian activity, accident data and travel lane/intersection geometry. Existing conditions will be analyzed and recommendations will be developed. Key phases include data collection (traffic volume counts, accident records, roadway geometry and record plans), existing and future traffic modeling, public outreach, infrastructure improvement recommendations and draft/final written report.

3. An estimate of the cost is: $200,000.00

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
Ernst Bonaparte, Deputy County Attorney
William S. Nimmo, Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Diane Pyne, Unit Head, Human Resources Unit
Sean Sallie, Planning Supervisor
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II

K:\Support Staff\Author\Sallie, Sean\CSEA Notif Downtown Hicksville Revitalization.ss.doc

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).

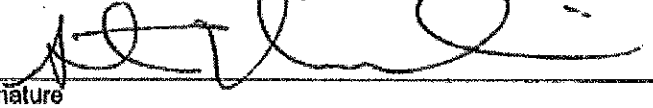
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(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.

Stephen Normandin, Managing Director — 8/6/18

Name and Title of Authorized Representative — m/d/yy



Signature — 8/6/18 Date

NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

Name of Organization

40 Marcus Drive, Suite 201, Melville, NY 11747

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

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 voluntary 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): 4/22/2018

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
Cavignac & Associates
450 B Street, Suite 1800
San Diego CA 92101

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 619-744-0574 FAX (A/C, No): 619-234-8601
E-MAIL ADDRESS: certificates@cavignac.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Continental Casualty Co.	20443
INSURER C : Continental Insurance Company	35289
INSURER D : National Fire Ins. Hartford	20478
INSURER E : Berkley Insurance Company	32603
INSURER F :	

INSURED NV5INC0-01
NV5 New York - Engineers, Architects, Landscape Architects and Surveyors
40 Marcus Drive, Suite 201
Melville NY 11747

COVERAGES **CERTIFICATE NUMBER:** 1427296949 **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	X COMMERCIAL GENERAL LIABILITY	Y		6057040530	5/1/2018	5/1/2019	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 15,000
	X Cross Liab Incl						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Deductible	$ 0
B	AUTOMOBILE LIABILITY			6057040575	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB [X] OCCUR			6057187219	5/1/2018	5/1/2019	EACH OCCURRENCE	$ 20,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 20,000,000
	DED [X] RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			6057040561	5/1/2018	5/1/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liability			AEC902036802	5/1/2018	5/1/2019	Ea. Claim/Aggregate	$10 Mil / $20 Mil
A	Bus. Personal Property			6057040530	5/1/2018	5/1/2019	Limit	$9,695,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: NCDPW Downtown Hicksville Traffic Impact and Complete Streets Assessment. Additional Insured coverage applies to General Liability for Nassau County Department of Public Works per policy form. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply). Professional Liability - Claims made form, defense costs included within limit. Property - Special form, replacement cost.

CERTIFICATE HOLDER

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury NY 11590

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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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

   A. in the performance of your ongoing operations subject to such **written contract**; or

   B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

      1. the **written contract** requires you to provide the additional insured such coverage; and

      2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

   A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

   B. additional insured coverage with "arising out of" language; or

   C. additional insured coverage to the greatest extent permissible by law;

   then paragraph **I.** above is deleted in its entirety and replaced by the following:

   WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

   A. coverage broader than required by the **written contract**; or

   B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

   A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

      1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

      2. supervisory, inspection, architectural or engineering activities; or

   B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

   Primary and Noncontributory Insurance

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With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Exhibit C

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: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors **Federal Identification Number:** 13-2849354

Address: 40 Marcus Drive, Suite 201 **Solicitation Number:** RFP No. PW-T6250002D

City, State, Zip Code: Melville, NY 11747 **Telephone Number:** (631) 891-3200

Region/Location of Work: Nassau County, NY **M/WBE Goals in the Contract:** MBE % WBE %

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. Traffic Databank, LLC	NYS ESD CERTIFIED ☒ MBE ☒ WBE	20-5008838	Data Collection	$21,000
B.	NYS ESD CERTIFIED ☐ MBE ☐ 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): Stephen Normandin, P.E.

Signature: _____
Authorized Signature

DATE: 11/20/17

TELEPHONE NO: (631) 891-3202

EMAIL ADDRESS: Stephen.Normandin@nv5.com

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.

FOR AGENCY USE ONLY

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:_____

PROC-2 (revised 2/2012)

U-25-18

NIFS ID:CLHS18000060 Department: Human Services

Capital:

SERVICE: YOUTH DEVELOPMENT

Contract ID #:CQHS18000001 NIFS Entry Date: 10-AUG-18 Term: from 01-JAN-18 to 31-DEC-18

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

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

Vendor Info:	
Name: **Belmont Child Care Association, Inc.**	Vendor ID#: [redacted]
Address: 2150 Hempstead Turnpike, Elmont, New York 11003	Contact Person: Ms. J.K. Adams.
	Phone: (516) 488-2103

Department:
Contact Name: Brian Hall
Address: 60 Charles Lindbergh Blvd., Suite 220, Uniondale, NY 11553-3688
Phone: (516) 227-8912

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2018 SEP 26 A 11:

Routing Slip

Department	**NIFS Entry: X**	**20-AUG-18 -- ARAMAN**
Department	**NIFS Approval: X**	**22-AUG-18 -- RANDERSON**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**29-AUG-18 -- APERSICH**
OMB	**NIFS Approval: X**	**22-AUG-18 -- SDEWS**
County Atty.	**Insurance Verification: X**	**22-AUG-18 -- AAMATO**
County Atty.	**Approval to Form: X**	**22-AUG-18 -- MMISRA**

Dep. CE	Approval: X	17-SEP-18 -- KROSE-LOUDER
Leg. Affairs	Approval/Review: X	11-SEP-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Improved academic performance and community engagement
Method of Procurement: Agency is being added to the Office of Youth Services network of youth and family development agencies that will receive annual reviews. Consistent with the Office of Youth Services Policy and Funding Guidelines, this agency will submit progress reports about program services. The agency progress reports will be monitored and visits conducted to programs sites. An assessment will be conducted on an annual basis by staff and reviewed by the Funding Review Committee of the Youth Board with regards to agency compliance
Procurement History: This is the third time that this organization has applied for and will receive funding from Nassau County Office of Youth Services
Description of General Provisions: Art lessons and cultural field trips to assist in improving academic performance and community engagement.
Impact on Funding / Price Analysis: The program will serve 57 youth at a per capita rate of $351-(based on the revised contract amount of $20.000)
Change in Contract from Prior Procurement: 3 month extension and restoration of funding
Recommendation: (approve as submitted) approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1324
Object:	DE511
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 5,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ 5,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
01	GEN;DE511;1324	$ 5,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 5,000.00

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Belmont Child Care Association, Inc.

2. Dollar amount requiring NIFA approval: $5000

Amount to be encumbered: $5000

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./01/18-12/31/18

Has work or services on this contract commenced? Y ____

If yes, please explain: CONTINUATION OF SERVICES

4. Funding Source:

X General Fund (GEN)
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?	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:

Improved academic performance and community engagement

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
CQHS18000001	03-JUL-18	15,000.00

AUTHORIZATION

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

APERSICH 29-AUG-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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 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 HUMAN SERVICES, OFFICE OF YOUTH SERVICES AND BELMONT CHILD CARE ASSOCIATION, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Belmont Child Care Association, Inc. for a comprehensive program entitled BCCA Arts and Cultural 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 authorize the County Executive to execute the amended agreement with Belmont Child Care Association, Inc.

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: Belmont Child Care Association

CONTRACTOR ADDRESS: 2150 Hempstead Turnpike, Belmont Park Gate 6 Elmont NY 11003

FEDERAL TAX ID #: [redacted]

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

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

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

_____

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

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on 07/03/18 [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 evaluation - (attached)
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department Head Signature

8/14/18

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?

A donation was made to the "Friends of Laura Curran".

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: Belmont Child Care Association Inc.

Dated: September 11, 2018 Signed: Joanne Kedaul

Print Name: Joanne K Adams

Title: Executive Director

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Michael Dubb
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted] 11545
   Business address [redacted], Suite D-1
   City/state/zip Jericho, NY 11753
   Telephone [redacted]
   Other present address(es) [redacted]
   City/state/zip [redacted] NY 11978
   Telephone
   List of other addresses and telephone numbers attached – See Exhibit A

2. Positions held in submitting business and starting date of each (check all applicable)
   President 2001 / - / 2009 Treasurer N/A / /
   Chairman of Board 2004 / - / 2007 Shareholder N/A / /
   Chief Exec. Officer N/A / / Secretary N/A / /
   Chief Financial Officer N/A / / Partner N/A / /
   Vice President N/A / / / /
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

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

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 Exhibit C

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 Dubb, 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 July 2018

Notary Public

ROBERT F ROCCO
Notary Public, State of New York
No. 02RO6370562
Qualified in Suffolk County
Commission Expires February 05, 2022

Belmont Child Care Association, Inc.
Name of submitting business

Michael Dubb
Print name

Signature

Chairman of Board
Title

7 / 24 / 2018
Date

EXHIBIT

A

EXHIBIT A

Other Present Addresses

[redacted] 12866

[redacted], Apt. 1002, [redacted] FL 33160-3170

EXHIBIT

B

EXHIBIT B *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.*
200 Robbins Industrial Company LLC
200 Robbins Lane LLC
220 Bishops Lane LLC
347 Building Company LLC
903 Annette Lane LLC
Beech Set LLC
Beechwood Arverne Bldg Corp
Beechwood Arverne LLC
Beechwood Atlantic Ave. LLC
Beechwood Bellmore LLC
Beechwood Benedict Investor Corp
Beechwood Benedict LLC
Beechwood Benedict South Hampton LLC
Beechwood Contracting LLC
Beechwood Creative Inc
Beechwood East Meadow LLC
Beechwood East Rockaway LLC
Beechwood Greystone Building Corp
Beechwood Highlands LLC
Beechwood Huntington LLC
Beechwood Lake Grove Mgnt Company, LLC
200 Robbins Industrial Company LLC
200 Robbins Lane LLC
220 Bishops Lane LLC
347 Building Company LLC
903 Annette Lane LLC
Beech Set LLC
Beechwood Arverne Bldg Corp
Beechwood Arverne LLC
Beechwood Atlantic Ave. LLC
Beechwood Bellmore LLC
Beechwood Benedict Investor Corp
Beechwood Benedict LLC
Beechwood Benedict South Hampton LLC
Beechwood Contracting LLC
Beechwood Creative Inc
Beechwood East Meadow LLC
Beechwood East Rockaway LLC
Beechwood Greystone Building Corp
Beechwood Highlands LLC

Beechwood Huntington LLC
Beechwood Lake Grove Mgnt Company, LLC
Beechwood Latch LLC
BWD Latch LLC
Beechwood Lauderdale LLC
Beechwood Meadow East LLC
Beechwood Meadows LLC
Beechwood Merrick LLC
Beechwood Merrick LLC (The Delaware SPE)
Beechwood Merrick Contracting LLC
Beechwood Mill Pond Building Corp
Beechwood Moriches Building Corp
Beechwood Plainview LLC
Beechwood Plainview Old Bethpage LLC
Beechwood Plainview Old Bethpage II LLC
Beechwood POB LLC
Beechwood Portofino LLC
Beechwood PV Retail LLC
Beechwood RB Shorehaven, LLC
Beechwood Ridge LLC
Beechwood Roosevelt Building Corp
Beechwood Round Swamp LLC
Beechwood Shorehaven Bldg Corp
Beechwood Yaphank LLC
Bruckner Olmstead LLC
CRGonzalez Development LLC
Crabapple Builders LLC
Eastport Manor Road Bldg Corp
Effective Property Mngt LLC
GWB Land Corp
GWB Southampton LLC
Long Island Equine Development LLC
Magee Street LLC
Meadowbrook Pointe Development Corp
Meadowbrook Pointe LLC
Mikey's Construction LLC
Mile Development Corp
Old Nichols Road Management
Peach Drive Development LLC
Premier Properties @ Meadowbrook PT LLC
Prospect Street Realty Corp
Serpentine Builders LLC
Vanderbilt Management LLC
Beechwood NL LLC
Horse Racing
Beechwood Bruckner LLC

Built to Win LLC
Classic Racing Stable LLC
Equine Management Services LLC
M&D Stable
MD Barns LLC
Two Mikes LLC

EXHIBIT

C

EXHIBIT C

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.

Arverne by the Sea, LLC was awarded numerous contracts to construct single and two family homes by NYC HPD in conjunction with NYC's Build it Back Sandy Recovery program.

Rockaway Beach Boulevard Construction Company, LLC was awarded numerous contracts to repair and elevate homes damaged by Superstorm Sandy by NYC DEP and NYC HRO in conjunction with NYC's Build it Back Sandy Recovery program.

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 Elizabeth Loftus Imperio
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip Locust Valley New York
   Business address _____
   City/state/zip 11560
   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 10/__/14 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 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 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, Elizabeth Lofaro-Imperio, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6th day of Aug 2018.

Notary Public

JAYSHREE LATHIGARA
Notary Public – State of New York
NO. 01LA6253723
Qualified in Nassau County
My Commission Expires Jan 3, 2020

Belmont Child Care Assoc
Name of submitting business

Elizabeth Lofaro Imperio
Print name

Signature

President
Title

08 / 06 / ~~19~~ 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 NANCY C. Kelly
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted], NY 11590
   Business address Same
   City/state/zip _____
   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 ___/2016 ___/___/Present
   (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, Nancy C. Kelly 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 July 2018

Carol A. Travers
Notary Public

CAROL A. TRAVERS
Notary Public - State of New York
No. 01TR6105049
Qualified in Nassau County
My Commission Expires Feb. 2, 2020

Belmont Child Care Assoc.
Name of submitting business

Nancy C. Kelly
Print name

Nancy C. Kelly
Signature

Vice President
Title

7, 20, 18
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 LAURA BALLARD
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip NY NY 10022
   Business address [redacted]
   City/state/zip NY NY 10022
   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 ___/___/2004
   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 X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

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

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, LAURA BARILLARO, 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 30th day of July 2018

THERESA P. HEUSER
Notary Public, State of New York
No. 01HE6258466
Qualified in Richmond County
Commission Expires March 26, 2020

Theresa P. Heuser
Notary Public

BELMONT CHILD CARE ASSOCIATION
Name of submitting business

LAURA BARILLARO
Print name

L Barillaro
Signature

TREASURER
Title

07 / 30 / 18
Date

Question 5 – Officer of any business or not-for-profit organization other than the one submitting the questionnaire

1. Executive Vice President & Chief Financial Officer – The Jockey Club
2. Treasurer of the following organizations:
    a. Grayson-Jockey Club Research Foundation
    b. The Jockey Club Safety Net Foundation
    c. Equibase Company LLC
    d. Blood-Horse LLC
    e. TJC Holdings, Inc.
    f. The Jockey Club Information Systems, Inc.
    g. InCompass Solutions, Inc
    h. TJC Media Ventures, Inc.
    i. The Jockey Club Technology Services, Inc.
    j. The Jockey Club Racing Services, Inc.
    k. Axcis Information Network, Inc.
    l. TrueNicks LLC

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 PATRICK H. MACKAY
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip LOCUST VALLEY NY 11560
   Business address [redacted]
   City/state/zip [redacted] NY 11560
   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 6/21/18
   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 X NO ___; If Yes, provide details.
   CHAIRMAN of Board: • Greenville Baker Boys & Girls Club, Forest Ave, Locust Valley NY 11560 20 years
   • Thoroughbred Retirement Foundation, 10 Lake Ave. Saratoga Springs, NY 12866 8/9/17

Patrick H. Mackay

(2)

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.

Patrick H. MacKay (3)

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, PATRICK H. MACKAY, 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 23 day of July 2018

Carol A. Cotton

Notary Public

CAROL A. COTTON
Notary Public, State of New York
No. 01CO6053476
Qualified in Nassau County
Commission Expires Jan. 08, 2019

BELMONT CHILDCARE ASSOCIATION

Name of submitting business

PATRICK H. MACKAY

Print name

Signature

Secretary

Title

7 / 23 / 18

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 Joanne K. Adams
   Date of birth [redacted]
   Home address [redacted] Road
   City/state/zip [redacted] NY 11530
   Business address [redacted] d Turnpike
   City/state/zip [redacted] NY 11003
   Telephone (516) [redacted]
   Other present address(es) There is no other address.
   City/state/zip There is no other address.
   Telephone There is no other phone number.
   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) Executive Director 6/10/2014

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, Joanne K. Adams 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 August 2018

Notary Public

FRANK CARUSO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6234022
Qualified in Nassau County
My Commission Expires January 13, 2019

Belmont Child Care Association, Inc.
Name of submitting business

Joanne K. Adams
Print name

Joanne K Adams
Signature

Executive Director
Title

8, 13, 18
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: July 23rd, 2018

1) Proposer's Legal Name: Belmont Child Care Association, Inc.

2) Address of Place of Business: 2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, NY 11003

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

3) Mailing Address (if different): _____

Phone : 516-488-2103

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: NO D+B #

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation ✓ Other (Describe) 501(c)(3) non-profit organizatio

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

8) Does this business control one or more other businesses? Yes ✓ No ___ If Yes, please provide details: BCCA hires Bright Horizons to operate the child care program at our Facility.

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 of interest or appearance of such.

(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

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 BCCA Board of Directors signs a Conflict of Interest on an annual basis as set forth in our Conflict of Interest Policy.
(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; December 1998

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; NONE

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; 3

vi) Annual revenue of firm; $1,033,000

vii) Summary of relevant accomplishments (See Exhibit A attache)

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

B. Indicate number of years in business. 15 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 Craig Morris & Company Certified Public Accountants

Contact Person Craig R. Morris

Address 356 South Oyster Bay Road

City/State Syosset, NY 11791

Telephone (516) 681-1121

Fax # _____

E-Mail Address craig@morriscpas.com

Company The New York Racing Association, Inc.

Contact Person Patrick McKenna

Address 110-00 Rockaway Blvd

City/State Jamaica, NY 11417

Telephone 718-659-2578

Fax #

E-Mail Address pmckenna@nyrainc.com

Company New York Thoroughbred Horsemen's Assoc.

Contact Person Andy Belfiore

Address PO Box 170070

City/State Jamaica, NY 11417

Telephone 516-488-2337

Fax #

E-Mail Address abelfiore@nytha.com

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, JOANNE K. ADAMS 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 23rd day of JULY 2018

Notary Public

FRANK CARUSO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6234022
Qualified in Nassau County
My Commission Expires January 18, 2019

Name of submitting business: Belmont Child Care Association

By: Joanne K. Adams
Print name

Joanne K. Adams
Signature

Executive Director
Title

7/23/18
Date

Exhibit C

Arts and Cultural Program

Summary of Relevant Accomplishments

- BCCA's after school program provides tutoring to middle school students.
- Art classes promote creativity and self-expression.
- Field trips expose children to culture, history, art, and helps to further their education.

Belmont Child Care Association, Inc.

Board Resolution

Conflict-of-Interest Written Policy

December 17, 2015

It is resolved as follows:

- that our conflict-of-interest policy, a copy of which is attached as exhibit A, is hereby approved;
- that no later than February 1 of each year, each director be required to sign a document confirming that they have no conflict of interest that would be inconsistent with our conflict-of-interest policy.

Belmont Child Care Association, Inc.

Conflict of Interest Policy

Adopted by the Board on December 7, 2015

Article 1: Overview

You (our directors, officers, and employees) owe us (the corporation) a duty of loyalty requiring you to act in our best interest, rather than in your personal interest.

A conflict of interest exists when your interests diverge from our interests, and you must choose between them.

For example, you should not use your position for personal gain, such as by taking personal advantage of a business opportunity offered to us unless the board has first declined it. You should also keep our information confidential. Even when your actions do not seem to harm us financially, they could impact our reputation. Furthermore, situations where you can benefit friends or family, or businesses in which you or they have an interest can also present conflicts of interest.

We have adopted this policy to ensure that you act in our best interest, to ensure that you and we comply with applicable legal requirements, and to supplement state and federal law.

Violation of this policy constitutes sufficient cause for removal.

Article 2: Statements

Before joining us, and annually thereafter, each director, officer, or employee, or candidate for any of the same, must complete, sign, and give to our corporate secretary a statement in the form attached.

The corporate secretary must provide a copy of each completed statement to (i) if there is an audit committee, its chair, and, otherwise, (ii) our chairman (or president). That individual will discuss any issues promptly with the board, including in advance of any relevant election, appointment, hiring, or transaction.

Article 3: Related Party Transactions

This policy addresses related party transactions. These are defined in section 102(a) of New York State's Not-for-Profit Corporation Law (the "N-PCL"), but generally mean transactions in which a related party has a financial interest and in which the corporation or an affiliate is a participant. A related party is also defined in the statute, but can mean a director, an officer, a key employee, a relative thereof, or an entity in which such a person has a financial interest.

Related party transactions are not prohibited. However, we will not enter into one until the board has determined that it is fair, reasonable, and in our best interests.

Article 4: Disclosure

If you have a conflict of interest, or you or a relative have an interest in a potential related party transaction, you must disclose it in writing as early as possible to (i) the audit committee, if any, and, otherwise, (ii) the board. This disclosure should provide all material facts, and explain why or why not any transaction might be fair, reasonable, and in our best interests.

Article 5: Participation

You, as a conflicted or related party, may present to the board or a committee and answer its questions. However, you are prohibited from attempting to influence the board's or a committee's deliberation on or voting on the matter giving rise to the conflict.

After any presentation and question and answer session, you may not be present at or participate in board or committee deliberations or votes on the matter giving rise to the conflict.

Article 6: Alternatives

Before voting on a related party transaction, the board must evaluate whether:

- We are giving more than we are getting,

- Comparable transactions are more or less favorable,

- Any alternative transactions are available, and

- We could reasonably reach a better transaction that would not be with a related party.

Article 7: Documentation

The existence and resolution of a conflict or related party transaction must be contemporaneously documented in our records, including in the minutes of any meeting at which a conflict or related party transaction was discussed or voted on, and including the basis for any approval, including consideration of alternative transactions.

Article 8: Compensation

If you receive compensation from us, you may present and answer questions regarding it, but you may not be present at or participate in any deliberations or votes regarding your compensation.

Belmont Child Care Association, Inc.

Acknowledgement & Disclosure Statement

The undersigned has received, has read, understands, and agrees to follow our Conflict of Interest Policy.

The undersigned has fully completed the response below to the best of his or her knowledge.

Signature: _____

Name: _____

Date: ____/____/____

Please return this statement and your response to the corporate secretary.

Please explain any and all circumstances (other than purely relating to director, officer, or employee status) where we have a relationship with, have an actual or potential transaction or contract with, or are a participant or potential participant to any transaction involving, you, a relative, or another related party, or any entity in which you or they are involved or have an interest.

Response:

EXHIBIT D.

Belmont Child Care Association, Inc.

2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, NY 11003
Tel: 516-488-2103 Fax: 516-488-1410

2017 Board of Directors

Executive Committee

Michael Dubb ✓ *Term Expires Sept. 2019*
Chairman
[redacted]

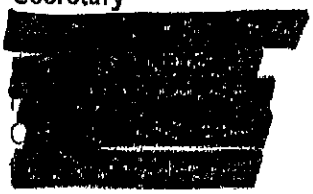
Elizabeth Imperio ✓ Term *Expires Sept. 2019*
President
[redacted]

Nancy Kelly ✓ *Term Expires Sept. 2019*
Vice President
[redacted]

Laura Barillaro ✓ *Term Expires Sept. 2019*
Treasurer
[redacted]

1/4/20

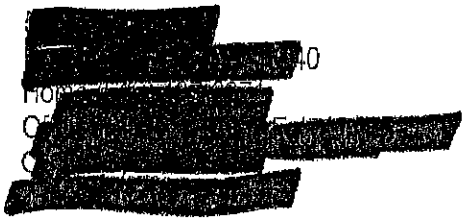
Tina Evans
Secretary



Term Expires Sept. 2019

Board Members

Nick Caras

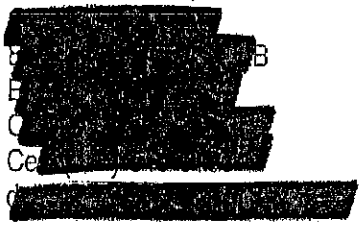


Term *Expires Sept. 2017*

Nicole M. Katz

Term Expires Sept. 2018

Donald V. Little, Jr.



Term Expires Sept. 2018

Patrick H. Mackay

Term Expires Sept. 2017

Steven Napolitano — *Term Expires Sept. 2017*

[redacted]

Joseph Salerno — *Term Expires Sept. 2018*

[redacted]

Michael Shanley — *Term Expires Sept. 2019*

[redacted]

BCCA Staff

Joanne K. Adams
Executive Director, BCCA

[redacted]

Deborah A. Solimine
Development Manager, BCCA

[redacted]

Rachel G. Battle
Development Associate, BCCA

[redacted]

COUNTY OF NASSAU

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

1. Name of the Entity: Belmont Child Care Association, Inc

Address: 2150 Hempstead Turnpike, Belmont Park, Gate 6

City, State and Zip Code: Elmont, NY 11003

2. Entity's Vendor Identification Number: [redacted]

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):

The board list is attached as Exhibit "D".

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.

BCCA has no shareholders, partners, or members.

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.

BCCA has no affiliated or related companies associated with it.

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):

BCCA does not use Lobbyists.

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

BCCA has no lobbying activities.

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

BCCA has no registered lobbyists

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: 7/19/18

Signed: Joanne K Adams

Print Name: Joanne K Adams

Title: Executive Director

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.

EXHIBIT D

Belmont Child Care Association, Inc.

2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, NY 11003
Tel: 516-488-2103 Fax: 516-488-1410

2017 Board of Directors

Executive Committee

Michael Dubb
Chairman
[redacted]
dubb[redacted]

Term Expires Sept. 2019

Elizabeth Imperio
President
[redacted]
[redacted]

Term *Expires Sept. 2019*

Nancy Kelly
Vice President
[redacted]

Term Expires Sept. 2019

Laura Barillaro
Treasurer
[redacted]
Cell: [redacted]
[redacted]

Term Expires Sept. 2019

I NEED

Tina Evans
Secretary

Term Expires Sept. 2019

[redacted]

Board Members

Nick Caras

Term Expires Sept. 2017

[redacted]

Nicole M. Katz

Term Expires Sept. 2018

[redacted]

Donald V. Little, Jr.

Term Expires Sept. 2018

[redacted]

Patrick H. Mackay

Term Expires Sept. 2017

[redacted]

Steven Napolitano — *Term Expires Sept. 2017*

[redacted]

Joseph Salerno — *Term Expires Sept. 2018*

[redacted]

Michael Shanley — *Term Expires Sept. 2019*

[redacted]

BCCA Staff

Joanne K. Adams
Executive Director, BCCA
[redacted]

Deborah A. Solimine
Development Manager, BCCA
[redacted]

Rachel G. Battle
Development Associate, BCCA
[redacted]

AMENDMENT NO. I

This AMENDMENT, dated as of June 1, 2018, (together with the attachments, appendices and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-3691 (the "Office"), and (ii) Belmont Child Care Association, Inc., a New York State not-for-profit corporation, having its principal office at 2150 Hempstead Turnpike, Elmont, New York 11003, (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQHS18000001 between the County and the Contractor, executed on behalf of the County on July 3, 2018 (the "Original Agreement"), the Contractor provides a Program BCCA Arts and Cultural Program ("Program"). The Contractor sustains an on-site early childhood education center, Anna House, for the children of the backstretch workers at Belmont Park. The Contractor is dedicated to providing quality, professional, reliable child care and education for the children. Anna House is open 365 days a year (from 5 a.m. to 5 p.m.) and has been in operation for over twelve years. The Program, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from January 1, 2018 through September 30, 2018, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term);

WHEREAS, the maximum amount that the County agreed to pay the Contractor as full consideration for the Services ("Maximum Amount") was not to exceed Fifteen Thousand and 00/100 Dollars ($15,000.00).

WHEREAS, the County and the Contractor desire to extend the Original Term, increase the Maximum Amount, and amend the Compliance With Law and Short Agreement Year sections of the Original Agreement; and,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term. The Original Term shall be extended for three (3) months, 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 Thousand and 00/100 Dollars ($5,000.00), so that the maximum amount that

the County shall pay the Contractor as full consideration for all Services provided under the Amended Agreement shall be Twenty Thousand and 00/100 Dollars ($20,000.00) ("Amended Maximum Amount").

3. Budget. The budget referred to in Section 3(h) of the Original Agreement and attached to the Original Agreement as Appendix B is amended to appear in its entirety as set forth in amended Appendix B attached hereto (such amended budget "Amended Appendix B").

4. Compliance With Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

5. Short Agreement Year. Section 3 (i) of the Original Agreement is hereby deleted in its entirety and replaced with the following provision:

(i) Short Agreement Year. The Amended Maximum Amount and the Amended Appendix B are based upon a full three hundred sixty-five (365) day calendar year. The Amended Maximum Amount and amount payable with respect to the Amended Appendix B shall be reduced pro rata to reflect that portion of a calendar year during which this Amended Agreement is not effective.

6. 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.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

BELMONT CHILD CARE ASSOCIATION INC

By: Joanne K Adams

Name: Joanne K. Adams

Title: Executive Director

Date: July 17, 2018

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Title: Chief Deputy County Executive .

☐ Title: Deputy County Executive .

Date: _____

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 17th day of July in the year 2018 before me personally came Joanne K. Adams 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 Executive Director of Belmont Child Care Association, 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

KIMBERLY M LANZA
Notary Public, State of New York
No. 01LA5059219
Qualified in Nassau County
Commission Expires April 22, 2022

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Nassau County Human Services
Universal Budget Form

Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: Belmont Child Care Association, Inc.

Program Name: BCCA's Arts and Cultural Program

To Start Working on Your Budget Click Here

The Section Below Will Be Completed By the Human Service Department You Are Contracting With:

Contract #	CQHS18000001;CLHS18000060
Contract Period Start: (MM/DD/YY)	01/01/18
End: (MM/DD/YY)	12/31/18
	Enter Whole # Only
State Reimbursement %	
Federal Reimbursement %	

HS Only: Click Here To See The Fiscal Summary

To Start Working on Your Budget Click Here

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # CQHS18000001;CLHS18000060

Contract Name: Belmont Child Care Association, Inc.

Program Name: BCCA's Arts and Cultural Program

Select Line To Work On Here

Budget Summary

	Line #	Expense type	Total $
Work on Salary and Fringe	1a	Salary	$1,500
	1b	Fringe	$0
	1 Total	Personnel (Salary plus Fringe)	$1,500
Work on Line 2	2	Consultant(s)	$3,625
Work on Line 3	3	Travel / Per Diem / Transportation	$5,000
Work on Line 4	4	Equipment	$0
Work on Line 5	5	Supplies	$1,375
Work on Line 6	6	Contractual Services	$0
Work on Line 7	7	Rent/Utilities	$0
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$8,500
Work on Line 10	10	Administrative Overhead	$0
		Gross Expenditures (Lines 1 – 10)	$20,000
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$20,000
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$20,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval

Universal Budget Form
Nassau County Human Services

Line 1 - Personnel ***Return to Summary Page***

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 $	Total $
Barbara Wilcox		$150 per field trip (10 trips)		$1,500		$1,500
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Line 1 Total		n/a	n/a	$1,500	$0	$1,500

Notes:

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).

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 2 - Consultants ***Return to Summary Page***

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2 Personnel Costs and Line 9 Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense	FTE	Total $
Art Instructor		Art Instructor for 15 classes ($75 each)		$1,125
Dance Instructor		Dance instructor from the Jose Limon Dance Foundation		$2,500
Line 2 Total		n/a		$3,625

Note(s): ***Return to Summary Page***

1. For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to
2. Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).
3. 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).

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Return to Summary Page

Line 3 - Travel / Per diem / Transportation

Expense type: Travel / Per Diem	Explanation - Description of Expense	Total $
Bus	Transportation to and from field trips	$5,000
Line 3 Total	n/a	$5,000

Return to Summary Page

Note(s):

1. Costs of transportation, mileage allowance, lodging, subsistence, and related items incurred by contractor staff on project-related travel, and client transportation. This expense type does not include consultant travel costs.
2. Aggregate separately for staff and client expenses.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 4 - Equipment ***Return to Summary Page***

Costs of all nonexpendable, tangible personal property.

Expense type: Equipment Rental	**Explanation - Description of Expense**	**Total $**

Note(s): ***Return to Summary Page***

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment Purchase	**Explanation - Description of Expense**	**Total $**

Note(s): ***Return to Summary Page***

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department.

Line 4 Total	n/a	$0

Note(s): ***Return to Summary Page***

1. Total the cost of equipment purchases and rentals.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 5 - Supplies
Cost of supplies

Return to Summary Page

Expense type: Supplies	Explanation - Description of Expense	Total $
Craft Supplies	Assorted craft papers, art tools, embellishments	$1,375
Line 5 Total	n/a	$1,375

Return to Summary Page

Note(s):

1. Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project. Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.
2. Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply.

Universal Budget Form
Nassau County Human Services

Line 6 - Contractual Services ***Return to Summary Page***

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	Explanation - Description of Expense	Total $
Line 6 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of indirect services acquired by the contractor under a separate contract or subcontract.
2. Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expens
3. Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 7 - Rent/Utilities ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	Explanation - Description of Expense	Total $
Line 7 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 8 - Department Specific Costs
Please itemize all expenses *Return to Summary Page*

Expense type: Dept. Specific Costs	Explanation - Description of Expense	Total $
Line 8 Total	n/a	$0

Return to Summary Page

Note(s):
1. List any department specific cost or expense that cannot be listed on any other budget line. Provide computations (where appropriate), a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 9 - Misc./Other Costs ***Return to Summary Page***
Please itemize all expenses

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
2018 Field Trips	25 tickets - Destinations to be decided	$8,500
Line 9 Total	n/a	$8,500

Return to Summary Page

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 10 - Administrative Overhead
Administrative Overhead costs

Return to Summary Page

Expense type: Administrative Overhead	Explanation - Description of Expense	-------- Contract Amount Only ------- Salary $	Fringe $	Total $
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Line 10 Total	n/a	$0	$0	$0

Return to Summary Page

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 11 - Revenue

Please itemize all revenue, income, agency contribution, and matches, if any, expected to be generated from this project.

Return to Summary Page

Revenue type: Income/Matches	Explanation - Description of Revenue	Total $
Line 11 Total	n/a	$0

Note(s):

Return to Summary Page

1. Describe the nature, source and anticipated use of project revenue, income, agency contribution, and matches, if any. Provide computations, a narrative description and a justification for each category.

Return to Summary Page

Nassau County Human Services
Universal Budget Form

Fiscal Summary

Return to Face Sheet

Contract # CQHS18000001;CLHS18000060
Contract Period Start: 01/01/18
End: 12/31/18
Contractor Name: Belmont Child Care Association, Inc.
Program Name: BCCA's Arts and Cultural Program

Expense type	Total $
Personnel (Salary plus Fringe)	$1,500
OTPS	$18,500
Administrative Overhead	$0
Gross Expenditures (Lines 1 – 10)	$20,000
Revenue, Income, Agency Contribution, Matches	$0
Net Budget Total (Lines 1 – 10 minus line 11)	$20,000
Agency Contribution	$0
Net Contract Total (Net Budget Total minus Agency Contribution)	$20,000

Return to Face Sheet

Source	Total $	Percentage
State	$-	0
Federal	$-	0
Sub Total – State/Fed	$0	0
Local	$-	100
Total	$0	100

Return to Face Sheet

Contract ID#: CQHS18000001

LAURA CURRAN
COUNTY EXECUTIVE

Department: Human Services-Office of Youth Services

MARTY BLUM
ACTING CHAIRMAN
OFFICE OF YOUTH SERVICES

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
OFFICE OF YOUTH SERVICES

60 CHARLES LINDBERGH BOULEVARD
UNIONDALE, N.Y. 11553-3686
227-7112 – 227-7115
FAX: 516 227-7104

December 7, 2015

FUNDING CERTIFICATION

In accordance with the funding guidelines of the Office of Youth Services, an annual review was conducted for: ***Belmont Child Care Association, Inc.*** *for the year:* ***2016-17.***

The overall review was found to be:

__X__ Satisfactory
_____ Unsatisfactory

Agency compliance in the following categories was found to be acceptable:

I. **Board / Administration** __X__ Satisfactory _____ Unsatisfactory

-Not-for profit agency Board meets regularly and fulfills its oversight obligations to the agency. Administration is responsible for the overall operation of the agency within the criteria set forth in the contract.

II. **Programmatic** __X__ Satisfactory _____ Unsatisfactory

-Agency is reviewed throughout the year for contract/application compliance in meeting the minimum expectations of the Youth Board Policy and Funding Guidelines.

III. **Fiscal** __X__ Satisfactory _____ Unsatisfactory

-Agency is reviewed throughout the year for fiscal soundness and compliance within the contract and funding criteria.

If Unsatisfactory to any of the above, corrective action is as follows:

_____

_____

If you have any questions concerning the above certification, please contact Keith Gerber at 227-7127.

Keith Gerber
Coordinator, Runaway and
Homeless Youth Services

PR5254 (8/04)

COUNTY OF NASSAU

INTER-DEPARTMENTAL MEMO

TO: Timothy Carter, Assistant to the President.
CSEA, Local 380

FROM: Brian Hall
Fiscal Director
Department of Human Services

DATE: August 14, 2018

SUBJECT: Nassau County Office of Youth Services Contracts-Section 32-County-CSEA

.....

The attached Office of Youth Services contract does not apply to Section 32 of the C.S.E.A. contracts but is being forwarded to you as a courtesy to CSEA.

Belmont Child Care Association, Inc.

B Hall

Brian Hall
Fiscal Director
Department of Human Services

BH:ar
Atts.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/31/2018

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	CONTACT NAME: Deborah LaPointe
AssuredPartners Northeast, LLC 100 Baylis Road Suite 300 Melville NY 11747	PHONE (A/C, No, Ext): E-MAIL ADDRESS: deborah.lapointe@assuredpartners.com FAX (A/C, No):

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Belmont Child Care Association Inc. 2150 Hempstead Tpke Belmont Park Gate 6 Elmont NY 11003-1551	INSURER A: Harleysville Preferred Ins. Co	35696
	INSURER B: Harleysville Worcester Insurance Co.	26182
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18 MASTER **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		MPA00000065803U	12/07/2017	12/07/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestation	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			CMB00000065804U	12/07/2017	12/07/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER 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 is included as Additional Insured with respects to General Liability as per written contract.

CERTIFICATE HOLDER

Nassau County Office of Youth Services
60 Charles Lindberg Blvd
Uniondale NY 11553

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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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

^^^^^^ 311646091
ALLIANCEPLUS INC
M & R MARCUS CO
100 BAYLIS RD STE 300
MELVILLE NY 11747

SCAN TO VALIDATE AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
BELMONT CHILD CARE ASSOCIATION INC T/A ANNA HOUSE 2150 HEMPSTEAD TPKE GATE 6 ELMONT NY 11003	NASSAU COUNTY OFFICE OF YOUTH SERVICES 60 CHARLES LINDBERG BLVD UNIONDALE NY 11553

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H1408 412-3	230198	12/10/2017 TO 12/10/2018	1/31/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1408 412-3, 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. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 184052864

J-26.3

4-12-18

NIFS ID:CQHS18000001 **Department: Human Services**

Capital:

SERVICE: YOUTH DEVELOPMENT

Contract ID #:CQHS18000001 NIFS Entry Date: 05-FEB-18 Term: from 01-JAN-18 to 30-SEP-18

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: **Belmont Child Care Association, Inc**	Vendor ID#: [redacted]
Address: 2150 Hempstead Turnpike, Elmont, New York 11003	Contact Person: Ms. J.K. Adams.
	Phone: (516) 488-2103

Department:
Contact Name: Brian Hall
Address: 60 Charles Lindbergh Blvd., Suite 220, Uniondale, NY 11553-3688
Phone: (516) 227-8912

Routing Slip

Department	NIFS Entry: X	05-FEB-18 -- ARAMAN
Department	NIFS Approval: X	13-FEB-18 -- BHALL
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	01-MAR-18 -- APERSICH
OMB	NIFS Approval: X	26-FEB-18 -- AROMANO
County Atty.	Insurance Verification: X	13-FEB-18 -- AAMATO
County Atty.	Approval to Form: X	14-FEB-18 -- NSARANDIS

Dep. CE	Approval/Review:	09-MAY-18 -- KROSE-LOUDER
Leg. Affairs	Approval/Review: X	01-MAR-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Improved academic performance and community engagement
Method of Procurement: Agency is being added to the Youth Board¿s network of youth and family development agencies that will receive annual reviews. Consistent with the Youth Board¿s Policy and Funding Guidelines, this agency will submit progress reports about program services. The agency progress reports will be monitored and visits conducted to programs sites. An assessment will be conducted on an annual basis by staff and reviewed by the Funding Review Committee of the Youth Board with regards to agency compliance
Procurement History: This is the third time that this organization has applied for and will receive funding from Nassau County Office of Youth Services
Description of General Provisions: Art lessons and cultural field trips to assist in improving academic performance and community engagement.
Impact on Funding / Price Analysis: The program will serve 57 youth at a per capita rate of $263
Change in Contract from Prior Procurement: Nine month contract only
Recommendation: (approve as submitted, disapprove as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1324
Object:	DE511
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	
County	$ 15,000.00
Federal	$ 0.00
State	$ 0.00
[illegible]	$ 0.00
[illegible]	$ 0.00
TOTAL	$ 15,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
01	DE511	$ 15,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 15,000.00

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Belmont Child Care Association, Inc

2. **Dollar amount requiring NIFA approval:** $15000

   Amount to be encumbered: $15000

   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: 01/01/18-09/30/18**
   Has work or services on this contract commenced? Y ____

   If yes, please explain: CONTINUATION OF 2017 SERVICES

4. **Funding Source:**

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

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

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

Improved academic performance and community engagement

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
CQHS17000143	05-JUL-17	20,000.00

AUTHORIZATION

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

APERSICH 01-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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

6-12-18

RULES RESOLUTION NO. 85– 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 HUMAN SERVICES, OFFICE OF YOUTH SERVICES AND BELMONT CHILD CARE ASSOCIATION, INC.

Adopted by the Rules Committee
Nassau County Legislature
Vote on 6-4-18
7 Ayes 0 abstained 0 recused 0
Legislators present 7

WHEREAS, the County has negotiated a personal services agreement with the Belmont Child Care Association, Inc. for a comprehensive program entitled BCCA Arts and Cultural 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 the Belmont Child Care Association, Inc.

2018 MAY 23 A 10: 58

NASSAU COUNTY

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: Belmont Child Care Association

CONTRACTOR ADDRESS: 2150 Hempstead Turnpike, Belmont Park Gate 6 Elmont NY 11003

FEDERAL TAX ID #: [redacted]

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

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

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

_____

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

III. ☐ 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.

B Adler

Department Head Signature

2/5/16

Date

NOTE: *Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

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?

The vendor and corporate officers have not provided campaign contributions on behalf of Belmont Child Care Association, Inc.

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: Belmont Child Care Association, Inc

Dated: 11-10-17

Signed: Joanne K Adams

Print Name: Joanne K. Adams

Title: Executive Director

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 Dubb
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) [redacted]
   City/state/zip [redacted] 11978
   Telephone
   List of other addresses and telephone numbers attached – See Exhibit A

2. Positions held in submitting business and starting date of each (check all applicable)
   President 2001 / – / 2009 Treasurer N/A / /
   Chairman of Board 2009 / – / 2017 Shareholder N/A / /
   Chief Exec. Officer N/A / / Secretary N/A / /
   Chief Financial Officer N/A / / Partner N/A / /
   Vice President N/A / / / /
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO 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 ___; If Yes, provide details. See Exhibit B

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 Exhibit C

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 Dubb, 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 15th day of November 2017

Carol Sloane Bosco
Notary Public

CAROL SLOANE BOSCO
NOTARY PUBLIC, State of New York
No. 02BO4743938
Qualified in Nassau County
Commission Expires 4/30/19

Belmont Child Care Association
Name of submitting business

Michael Dubb
Print name

Signature

Board Chairperson
Title

11 / 15 / 2017
Date

EXHIBIT A

Other Present Addresses

[redacted]6

[redacted]

EXHIBIT

B

horse entities

Beechwood Bruckner LLC

Built to Win LLC

M&D Stable

Two Mikes LLC

2016 Final

Beechwood Contracting LLC

Equine Management Services LLC

Classic Racing Stable LLC

Bruckner Olmstead LLC

Effective Property Mngt LLC

Mikey's Construction LLC

Meadowbrook Pointe Development Corp

Peach Drive Development LLC

2014 FINALS FILED

Beechwood Jericho Building Corp

Beechwood National 461 Corp

Beechwood National Corp

Beechwood Winchester Bldg Corp

Desert Orchid Spa by HB Inc.

Haw Street Development Corp

2013 FINALS FILED

345 Building Corp

Beechwood Browns Road Bldg Corp

Beechwood Hallock Bldg Corp

Beechwood Lake Grove Bldg Corp

Beechwood Manorville Bldg Corp

Beechwood Meadowbrook Building Corp

Beechwood Medford Building Corp

Beechwood Miller Place Bldg Corp

Beechwood Morrow Building Corp

Beechwood MP Associates, LLC ..stp

Beechwood Old Country LLC

Beechwood Smithtown Bldg Corp

Beechwood Tiffany, LLC

Cast of Characters

142 Central Ave LLC
200 Robbins Industrial Company LLC
220 Bishops Lane LLC
347 Building Company LLC
903 Annette Lane LLC
Beechwood Arverne Bldg Corp
Beechwood Arverne LLC
Beechwood Bellmore LLC
Beechwood Benedict Investor Corp
Beechwood Benedict LLC
Beechwood Creative Inc
Beechwood East Meadow LLC
Beechwood East Rockaway LLC
Beechwood Greystone Bldg Corp
Beechwood Highlands LLC
Beechwood Huntington LLC
Beechwood Lake Grove Mgnt Company, LLC
Beechwood Lauderdale LLC
Beechwood Merrick Contracting LLC
Beechwood Merrick LLC
Beechwood Mill Pond Building Corp
Beechwood Moriches Building Corp
Beechwood Plainview LLC
Beechwood Plainview Old Bethpage II LLC
Beechwood Portofino LLC
Beechwood RB Shorehaven, LLC
Beechwood Ridge LLC
Beechwood Riverhead LLC-CBW
Beechwood Roosevelt Building Corp
Beechwood Round Swamp LLC
Beechwood Yaphank LLC
BWD Latch LLC
Crabapple Builders LLC
CRGonzalez Development LLC
Eastport Manor Road Bldg Corp
GWB Land Corp
Long Island Equine Development LLC
Magee Street LLC
Meadowbrook Pointe LLC
Mile Development Corp
Old Nichols Road Management LLC
Premier Properties @ Meadowbrook PT LLC
Prospect Street Realty Corp
Serpentine Builders LLC
Steven WH Bldg Corp
Talimadge Woods STP Assoc LLC
Zack Epley Residential Contracting LLC

EXHIBIT C

EXHIBIT C

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.

Arverne by the Sea, LLC was awarded numerous contracts to construct single and two family homes by NYC HPD in conjunction with NYC's Build it Back Sandy Recovery program.

Rockaway Beach Boulevard Construction Company, LLC was awarded numerous contracts to repair and elevate homes damaged by Superstorm Sandy by NYC DEP and NYC HRO in conjunction with NYC's Build it Back Sandy Recovery program.

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 Elizabeth Loftus-Imperio
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   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 10/02/14 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 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 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, Elizabeth Loftus-Imperio 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 3 day of November 2017

Judith A. Herzog
Notary Public

JUDITH A HERZOG
Notary Public - State of New York
NO. 01HE6260423
Qualified in Nassau County
My Commission Expires Apr 30, 2020

Belmont Child Care Assoc
Name of submitting business

Elizabeth Loftus Imperio
Print name

Signature

President
Title

11/3/17
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 NANCY C. Kelly
   Date of birth [redacted]
   Home address [redacted] Way
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   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 3/10/85 _____ 12/31/17
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO X If Yes, provide details for each such investigation.

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

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

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

CERTIFICATION

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I, NANCY A. KELLY, 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 November 2017

KIMBERLY M LANZA
Notary Public, State of New York
No. 01LA5059219
Qualified in Nassau County
Commission Expires April 22, 20 19

Notary Public

Name of submitting business

NANCY A. KELLY

Print name

Nancy A. Kelly

Signature

Title

11 / 20 / 17

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 LAURA BARLCARO
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   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 10/23/2004
   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 X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

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

SEE ATTACHED

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.

CERTIFICATION
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I, LAURA BARILLARO, 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 13 day of November 20 17

Theresa P. Heuser
Notary Public

THERESA P. HEUSER
Notary Public, State of New York
No. 01HE6258466
Qualified in Richmond County
Commission Expires March 26, 2020

BELMONT CHILD CARE ASSOCIATION
Name of submitting business

LAURA BARILLARO
Print name

L Barillaro
Signature

TREASURER
Title

11 , 10 , 17
Date

Question 5 – Officer of any business or not-for-profit organization other than the one submitting the questionnaire

1. Executive Vice President & Chief Financial Officer – The Jockey Club
2. Treasurer of the following organizations:
    a. Grayson-Jockey Club Research Foundation
    b. The Jockey Club Safety Net Foundation
    c. Equibase Company LLC
    d. Blood-Horse LLC
    e. TJC Holdings, Inc.
    f. The Jockey Club Information Systems, Inc.
    g. InCompass Solutions, Inc
    h. TJC Media Ventures, Inc.
    i. The Jockey Club Technology Services, Inc.
    j. The Jockey Club Racing Services, Inc.
    k. Axcis Information Network, Inc.
    l. TrueNicks LLC

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Joanne K. Adams
   Date of birth [redacted]
   Home address [redacted]ad
   City/state/zip Garden City, NY 11530
   Business address [redacted]
   City/state/zip Elmont, NY 11003
   Telephone [redacted]
   Other present address(es) There is No other address.
   City/state/zip There is No other address.
   Telephone There is No other phone number.
   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) Executive Director 06/10/2014

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, Joanne K. Adams 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 2 day of November 2017

Mario Alvarez
Notary Public

MARIO ALVAREZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AL6362773
Qualified in Nassau County
Commission Expires August 7, 2021

Belmont Child Care Association, Inc.
Name of submitting business

Joanne K. Adams
Print name

Joanne K Adams
Signature

Executive Director
Title

11 / 2 / 17
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: 11/2/17

1) Proposer's Legal Name: Belmont Child Care Association, Inc.

2) Address of Place of Business: 2150 Hempstead Turnpike, Belmont Park Gate 6, Elmont, NY 11003

List all other business addresses used within last five years: _____

3) Mailing Address (if different): _____

Phone: 516-488-2103

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: No D&B #

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation ✓ Other (Describe) 501(c)(3) non-profit organization

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

8) Does this business control one or more other businesses? Yes ✓ No ___ If Yes, please provide details: BCCA hires Bright Horizons to operate the child care program at the center.

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. Policy 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; December 1998

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

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

iv) State of incorporation (if applicable); New York 12/14/1998 separate page

v) The number of employees in the firm; 3

vi) Annual revenue of firm; $1,027,556

vii) Summary of relevant accomplishments (See Exhibit A attached)

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

B. Indicate number of years in business. 16 years (2003 - present)

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 Craig Morris

Contact Person Craig Morris

Address 356 So. Oyster Bay Road

City/State Syosset, NY 11791

Telephone (516) 681-1121

Fax # _____

E-Mail Address craig@morriscpas.com

Company The New York Racing Association, Inc

Contact Person Julie Lovine

Address 110-00 Rockaway Blvd.

City/State So. Ozone Park, NY 11420

Telephone 718-641-4700

Fax #

E-Mail Address jlovine@nyrainc.com

Company New York Thoroughbred Horsemen's Asso.

Contact Person Andy Belfiore

Address P.O. 170070

City/State Jamaica, NY 11417

Telephone 718-848-5045

Fax # 718-848-9269

E-Mail Address abelfiore@nytha.com

CERTIFICATION

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I, Joanne K. Adams, 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 2 day of November 2017

Mario Alvarez
Notary Public

MARIO ALVAREZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AL6362773
Qualified in Nassau County
Commission Expires August 7, 2021

Name of submitting business: Belmont Child Care Association, Inc.

By: Joanne K Adams
Print name

Joanne K Adams
Signature

Executive Director
Title

11/2/17
Date

Exhibit A

Arts and Cultural Program

Summary of Relevant Accomplishments

- BCCA's after school program provides tutoring to middle school students.
- Art classes promote creativity and self expression.
- Field trips expose children to culture, history, art, and helps to further their education.

JOANNE K. ADAMS

NOT-FOR-PROFIT FUNDRAISING

Belmont Child Care Association, Inc., Elmont, NY

Executive Director, June 2014–present
Oversee operations of 501(c)(3) non-profit organization that provides an early-childhood education and development program for children of backstretch workers at Belmont Park, Aqueduct Race Track, and Saratoga Race Course; coordinate facility operations; manage staff and recruiting; organize fundraising campaigns; implement marketing strategy; handle public relations; coordinate scholarship program; organize special events and benefits; coordinate grant solicitations; implement and maintain budget; coordinate and solicit volunteers; work with communities and local government to promote the organization.

COMMUNITY RELATIONS

The New York Racing Association, Inc., Jamaica, NY

Director of Community Relations, April 2009–2014
Liaison between NYRA and the communities around Aqueduct Racetrack, Belmont Park, and Saratoga Race Course; coordinate NYRA's charitable giving; serve as NYRA's representative to the local business communities and oversee NYRA's participation in community activities on and off track; appointed by NYRA to serve on the Aqueduct Local Advisory Board and the Saratoga Local Advisory Board; represent NYRA on the Saratoga 150 Committee; founder of Fabulous Fillies Day at Saratoga Race Course, benefitting The Breast Cancer Research Foundation, 2009–present.

Group Sales Special Events Coordinator, April 2006–April 2009

MARKETING/SALES EXPERIENCE

The Worth Collection, Ltd., New York, NY
Divisional Sales Manager, June 2005–December 2005
Managed a team of sales associates on Long Island for the Worth Collection and Worth Wear product lines; recruited new sales associates; reported to regional director to establish sales goals.

Carlisle Collection, New York, NY
Executive Recruiter, Business Development Group, July 2003–April 2005
Identified potential consultants for couture fashion company through networking; profiled target communities on Long Island and across the country; coordinated events to advertise the company's collection.

LEGAL EXPERIENCE

Skadden, Arps, Slate, Meagher &Flom, New York, NY

Legal-Assistant Hiring Coordinator, January 1999–December 1999
Coordinated recruiting, interviewing, and hiring of legal assistants to work at 800-lawyer office of a prominent international law firm; represented the firm at networkingevents and job fairs.

Legal Assistant Supervisor, February 1998–December 1998
Responsible for legal-assistant work assignments, training, and daily work reports.

Structured Finance Corporate Specialist, February 1988–February 1990
Trained and supervised structured-finance legal assistants; prepared draft documents for transactions.

Structured Finance and Mergers and Acquisitions Legal Assistant, 1985–1988
Prepared corporate documents for pre-closings and closings; ordered good standing certificates; assisted with SEC filings; coordinated board meetings and created and organized corporate housekeeping books, minutes of meetings, and general corporate filings.

Tishman Speyer Properties, New York, NY

Contract Analyst, February 1992–September 1994
Handled general corporate housekeeping for all domestic and international properties; assisted in coordinating all phases of corporate restructuring; reviewed leases, contracts, confidentiality agreements, and partnership agreements; maintained records for over 200 corporations and partnerships; reported directly to chairman, president, and general counsel.

Jones, Day, Reavis & Pogue, New York, NY

Corporate Coordinator, February 1990–February 1992
Organized worldwide partner meetings; prepared task force reports to advisory committee; handled billing and reconciled monthly corporate group expenses; compiled data for quarterly reports; developed corporate resource room for all corporate documents; trained new attorneys and legal assistants; supervised corporate legal assistants; coordinated assignments between attorneys and legal assistants; reported directly to head of corporate group and partner-in-charge of JDR&P Europe.

THOROUGHBRED RACING ACTIVITIES

West Point Thoroughbreds, Inc.
Centennial Farms Management Company, Inc.
Investor in part interests in thoroughbred racehorses, 2000–present

Seashell Stables LLC, April 2004–present
Formed and operated business pooling contributions of small investors for purposes of investing in part interests in thoroughbred horses.

Thoroughbred Owners and Breeders Association
Sponsor Member, 2003–present

VOLUNTEER ACTIVITIES

The Stewart Fund, *President*, 2011–2016

Garden City Chamber of Commerce Foundation, *President*, 2006–2010

Garden City Estates Property Owners Association, *Director*, 2005–2010

Garden City Historical Society, *President*, 2001–2003;*Board Member*, 2000–present

Junior League of the City of New York, Inc., *Sustaining Member*, 1999–present; *Member*, 1985–1999

Geneva America Center, Geneva, Switzerland, *Founding Member*, 1997

BUSINESS AFFILIATIONS

Elmont Chamber of Commerce, *Board Member*, 2011–2014

Garden City Chamber of Commerce, *Vice President, Board Member*, 2011–2016

Ronald McDonald House of Long Island, *Advisory Board*, 2012–2015

American Red Cross of Long Island, *Board Member*, 2013–2015

AWARDS

New York State Senate Liberty Award, 2001 Honoree, Chair of the Breeders' Cup Benefit for the Garden City Family Relief Fund, which raised $1 million for Garden City residents affected by the events of September 11, 2001

Garden City Chamber of Commerce, 2010 Citizen of the Year

Floral Park Chamber of Commerce, 2011 Businessperson of the Year

Kidney & Urology Foundation, 2012 Woman of Excellence

Zonta Club of Long Island, 2012 Woman of the Year

Thoroughbred Times, 2012 Unsung Hero

Garden City Historical Society, 2015 Preservation Trailblazer

U.S. Marines Toys for Tots Campaign, Honorary Co-Chair

EDUCATION

Wheaton College, Norton, MA, Bachelor of Arts, 1982

Cathedral School of St. Mary, Garden City, NY, September 1971–June 1978

Belmont Child Care Association, Inc.

2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, NY 11003
Tel: 516-488-2103 Fax: 516-488-1410

2017 Board of Directors

Executive Committee

Michael Dubb
Chairman
[redacted]
dubb[redacted]

Term Expires Sept. 2019

Elizabeth Imperio
President
[redacted]
libi[redacted]

Term *Expires Sept. 2019*

Nancy Kelly
Vice President
[redacted]

Term Expires Sept. 2019

Laura Barillaro
Treasurer
[redacted]
Cel[redacted]
iba[redacted]

Term Expires Sept. 2019

1/4600

Tina Evans — *Term Expires Sept. 2019*
Secretary

[redacted]

Board Members

Nick Caras — Term *Expires Sept. 2017*

[redacted]

Nicole M. Katz — *Term Expires Sept. 2018*

[redacted]

Donald V. Little, Jr. — *Term Expires Sept. 2018*

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Patrick H. Mackay — *Term Expires Sept. 2017*

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Steven Napolitano *Term Expires Sept. 2017*

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Joseph Salerno *Term Expires Sept. 2018*

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Michael Shanley *Term Expires Sept. 2019*

[redacted]

BCCA Staff

Joanne K. Adams
Executive Director, BCCA
[redacted]

Deborah A. Solimine
Development Manager, BCCA
[redacted]

Rachel G. Battle
Development Associate, BCCA
[redacted]

Belmont Child Care Association, Inc.

Board Resolution

Conflict-of-Interest Written Policy

December 17, 2015

It is resolved as follows:

- that our conflict-of-interest policy, a copy of which is attached as exhibit A, is hereby approved;
- that no later than February 1 of each year, each director be required to sign a document confirming that they have no conflict of interest that would be inconsistent with our conflict-of-interest policy.

Belmont Child Care Association, Inc.

Conflict of Interest Policy

Adopted by the Board on December 7, 2015

Article 1: Overview

You (our directors, officers, and employees) owe us (the corporation) a duty of loyalty requiring you to act in our best interest, rather than in your personal interest.

A conflict of interest exists when your interests diverge from our interests, and you must choose between them.

For example, you should not use your position for personal gain, such as by taking personal advantage of a business opportunity offered to us unless the board has first declined it. You should also keep our information confidential. Even when your actions do not seem to harm us financially, they could impact our reputation. Furthermore, situations where you can benefit friends or family, or businesses in which you or they have an interest can also present conflicts of interest.

We have adopted this policy to ensure that you act in our best interest, to ensure that you and we comply with applicable legal requirements, and to supplement state and federal law.

Violation of this policy constitutes sufficient cause for removal.

Article 2: Statements

Before joining us, and annually thereafter, each director, officer, or employee, or candidate for any of the same, must complete, sign, and give to our corporate secretary a statement in the form attached.

The corporate secretary must provide a copy of each completed statement to (i) if there is an audit committee, its chair, and, otherwise, (ii) our chairman (or president). That individual will discuss any issues promptly with the board, including in advance of any relevant election, appointment, hiring, or transaction.

Article 3: Related Party Transactions

This policy addresses related party transactions. These are defined in section 102(a) of New York State's Not-for-Profit Corporation Law (the "N-PCL"), but generally mean transactions in which a related party has a financial interest and in which the corporation or an affiliate is a participant. A related party is also defined in the statute, but can mean a director, an officer, a key employee, a relative thereof, or an entity in which such a person has a financial interest.

Related party transactions are not prohibited. However, we will not enter into one until the board has determined that it is fair, reasonable, and in our best interests.

Article 4: Disclosure

If you have a conflict of interest, or you or a relative have an interest in a potential related party transaction, you must disclose it in writing as early as possible to (i) the audit committee, if any, and, otherwise, (ii) the board. This disclosure should provide all material facts, and explain why or why not any transaction might be fair, reasonable, and in our best interests.

Article 5: Participation

You, as a conflicted or related party, may present to the board or a committee and answer its questions. However, you are prohibited from attempting to influence the board's or a committee's deliberation on or voting on the matter giving rise to the conflict.

After any presentation and question and answer session, you may not be present at or participate in board or committee deliberations or votes on the matter giving rise to the conflict.

Article 6: Alternatives

Before voting on a related party transaction, the board must evaluate whether:

- We are giving more than we are getting,

- Comparable transactions are more or less favorable,

- Any alternative transactions are available, and

- We could reasonably reach a better transaction that would not be with a related party.

Article 7: Documentation

The existence and resolution of a conflict or related party transaction must be contemporaneously documented in our records, including in the minutes of any meeting at which a conflict or related party transaction was discussed or voted on, and including the basis for any approval, including consideration of alternative transactions.

Article 8: Compensation

If you receive compensation from us, you may present and answer questions regarding it, but you may not be present at or participate in any deliberations or votes regarding your compensation.

Belmont Child Care Association, Inc.

Acknowledgement & Disclosure Statement

The undersigned has received, has read, understands, and agrees to follow our Conflict of Interest Policy.

The undersigned has fully completed the response below to the best of his or her knowledge.

Signature: _____

Name: _____

Date: _____/_____/_____

Please return this statement and your response to the corporate secretary.

Please explain any and all circumstances (other than purely relating to director, officer, or employee status) where we have a relationship with, have an actual or potential transaction or contract with, or are a participant or potential participant to any transaction involving, you, a relative, or another related party, or any entity in which you or they are involved or have an interest.

Response:

COUNTY OF NASSAU

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

1. Name of the Entity: Belmont Child Care Association, Inc.

Address: 2150 Hempstead Tpke. Belmont Park, Gate 6

City, State and Zip Code: Elmont, NY 11003

2. Entity's Vendor Identification Number: [redacted]

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):

The list is 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.

There are no shareholders, partners or members with BCCA.

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.

There are no affiliated or related companies associated with BCCA

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):

BCCA does not utilize lobbyists.

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

There are no lobbying activities

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

There are no registred lobbyists

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: 11-10-17

Signed: Joanne K Adams

Print Name: Joanne K. Adams

Title: Executive Director

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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Laura Barillaro ✓ *Term Expires Sept. 2019*
Treasurer
[redacted]

1/4000

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Development Manager, BCCA
[redacted]

Rachel G. Battle
Development Associate, BCCA
[redacted]

THIS AGREEMENT, dated as of January 1, 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 Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-3691 (the "Office"), and (ii) Belmont Child Care Association, Inc., a New York State not-for-profit corporation, having its principal office at 2150 Hempstead Turnpike, Elmont, New York 11003, (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to retain 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 promises 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 September 30, 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 ("Services") shall consist of a comprehensive program entitled BCCA Arts and Cultural Program ("Program"). The Contractor sustains an on-site early childhood education center, Anna House, for the children of the backstretch workers at Belmont Park. The Contractor is dedicated to providing quality, professional, reliable child care and education for the children. Anna House is open 365 days a year (from 5 a.m. to 5 p.m.) and has been in operation for over twelve years. The Program which is more fully described in Appendix A attached hereto and incorporated herein by reference shall be subject to the direction, approval and control of the Office.

3. Payment.

   a. Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement (the "Maximum Amount") shall not exceed Fifteen Thousand and 00/100 dollars ($15,000.00), payable as follows:
      (i) one third (⅓) of the amount above shall be paid in advance upon the final execution of this Agreement; and
      (ii) subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.

   b. Partial Encumbrance. Each partial encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor shall be notified when each encumbrance is available. The Maximum Amount is to be encumbered as follows:
      i. initial encumbrance shall be Fifteen Thousand and 00/100 dollars ($15,000.00);

ii. subsequent payments shall be on a reimbursement basis and solely in accordance with the budget attached hereto.

c. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall 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 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) is accompanied by specific documentation supporting the amount claimed including a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Office and/or the Comptroller.

d. Timing of Payment Claims. The Contractor shall submit claims, accompanied by invoices, no later than thirty (30) days from the last day of the prior month, and not more frequently than once a month.

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.

f. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following termination of this Agreement shall not exceed payment made as consideration for services that were (i) performed prior to termination, (ii) authorized to be performed by this Agreement, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

g. Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event the County loses funding, including reimbursement, from the State government or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (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.

h. Budget. The amount to be paid to the Contractor for the Services shall be in accordance with the line-item annual budgets (the "Budgets") attached to this Agreement. Notwithstanding the foregoing and in accordance with State rules and regulations, the Contractor:

i. may make adjustments of not more than ten percent (10%) to any line item in the Budget provided that the Maximum Amount is not increased as a result of any change or combination thereof;

ii. may, with prior written approval of the Department/Office Head, adjust the amount of any line item in the Budget above ten percent (10%), provided that the Maximum Amount is not increased as a result of any change or combination thereof.

iii. may, with prior written approval of the Department Head request additional time to perform the services described in this Agreement. At the recommendation of the Department Head, the County may, in its sole discretion, extend the term of this Agreement for a period up to three (3) months following the last day of the term of this Agreement. Any extension permitted by the County shall be under the same terms and conditions of this Agreement. Any extension of this Agreement pursuant to this Section shall not include payments to the Contractor that will, together with other payments made to the Contractor, pursuant to this Agreement, exceed the maximum amount set forth above in Section 3(a).

i. Short Agreement Year. The Maximum Amount and, if applicable, the Budgets, are based upon a full three hundred sixty five (365) day calendar year. The Maximum Amount and amount payable with respect to any Budgets shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

j. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: (i) the funds herein provided shall be used only and solely for the purpose(s) herein set forth, and any contrary use of the funds shall be cause for the termination of this Agreement at the County's option; and (ii) any anticipated increase in staff costs cannot result in or cause a reduction in Services unless first approved by the County.

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 contract 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" mean 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, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act (ADA) and The New York State Human Rights Law, but not limited to those relating to conflicts of interest, discrimination, 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 order, 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, constitutes a material break of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the even that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to it 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 and the Contractor shall provide 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 such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of the 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's Agency, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy disclose or transfer any client information, (including, but not limited to names, addresses, telephone numbers, social security numbers, date of birth and medical information of any kind) ("Confidential Information"), or utilize any of such information, for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement also apply to all documents prepared by it in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any incorporate or reflect any Confidential Information, except as otherwise provided in this Agreement. The Contractor shall also comply with the Health Insurance Portability and Accountability Act ("HIPPA"), 42 USC section 1320a, and federal privacy and security regulations (CFR Parts 160 and 164). The provisions of this subsection shall survive termination of this Agreement.

The provisions of this subsection shall not prohibit the disclosure of information to appropriate state or local officials in connections with a report of child abuse, neglect or maltreatment and any investigation conducted pursuant to such report. The provisions of this subsection "Protection of Client Information" shall survive the termination of this Agreement.

7. Minimum Service Standards. Regardless of whether or 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 engender 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 maintain, and cause all Contract Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement. In furtherance of the foregoing, the Contractor shall comply with all requirements set forth in Attachment "B" incorporated herein by reference and attached hereto.

   c. Collect and report data regarding the clients served. Such data shall be in the form and contain client-specific information set forth by the Office and shall include without limitation demographic data, the kind of services provided and the duration and outcome of those services.

   d. The Contractor will attempt to provide Services to low income minority individuals in at least the same proportion as the population of these individuals bears to the population of older individuals in the area served by the Contractor.

   e. The Contractor shall employ adequate numbers of qualified staff to assure satisfactory conduct of the project. Further, project staff shall be, to the extent feasible, minority individuals in number in proportion to minority project participants.

   f. The Contractor shall electronically record, all required information for each individual seeking Services from the Contractor, in accordance with the requirements set forth by the Nassau County Department of Human Services, Office for Youth Services. All new cases shall be electronically entered during the month in which the individual accesses Services from the Contractor. Failure to comply with this section for any three (3) months during a six (6) month period may result in forfeiture of reimbursement. Failure to comply with this section for any four (4) months during a calendar year may result in termination of the contract and/or refusal to renew the contract or award a contract the following year.

8. Indemnification; Defense; Cooperation.

   a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office 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 Contractor Agent(s), regardless of whether due to negligence, fault or default, including Losses in connection with any threated 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 Agent(s) to, cooperate with the County and the Office 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 Agency 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, (iv) if operation under this Agreement include the use of owned, non-owned or hired vehicles, Comprehensive Business Automobile Liability Insurance with a limit of not less than one million dollars ($1,000,000) for each accident or occurrence, (v) if the operations under this Agreement include the preparation or serving of food or beverages, products hazard liability, and (vi) 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 Office. Not less than thirty (30) days prior to 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 Office of the same and deliver to the Office 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/her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or mediation 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; and (iv) the failure to electronically report in accordance with Section 7(f).

    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 other head of the Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) 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 Office (the "Applicable DCE") on the same day that notice is given to the Commissioner.

    c. Contractor Assistance upon Termination. In connection with the termination of 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) 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.

    a. 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-11, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit, inspection and copying by the Comptroller, the Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. Failure to provide access within ten (10) days of a request for access shall be deemed a material breach of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

b. Within forty-five (45) days of the termination of this Agreement, Contractor shall file with the Office and the Comptroller of the County, reports as follows: (i) A complete and verified reconciliation report to include all monies received and monies expended during the term of this Agreement, must be submitted with the final claim voucher. Any unexpended funds remaining shall be repaid to the County simultaneously with the filing of the final reconciliation report; and (ii) A final project report to the Office, covering the achievement of the program goals and objectives and all personnel, administrative and other transactions which will describe how the program has operated and succeeded in providing the Services described in this Agreement.

c. All organizations may be required to provide annual agency budgets. All organizations must submit an annual audit of financial statements. Those organizations expending five hundred thousand dollars ($500,000) or more of Federal funding (from all sources) within the Contractor's fiscal year must also obtain an annual Single Audit in compliance with Federal A-33 regulations. It is further stipulated that audits shall be made on an annual basis and that two copies of the audit must be provided to the Office within nine (9) months of the end of the Contractor's fiscal year.

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 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 Office, 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 final Inventory with the Office and the Comptroller. The Contractor shall dispose of the Equipment in accordance with the County's instructions. 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 presented to the Applicable DCE under this Section to each of (i) the Office and the (ii) 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 or 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 the (a) final payment under or 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 and provision of Services in accordance with this Agreement, regardless of whether the Contractor is using Contractor Agent(s) to perform some or all of the work contemplated by this Agreement, and regardless of whether the County approved the use of such Contractor Agent(s).

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York 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 national 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 the courier service, as applicable, and (d) (i) if to 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; 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 any Agreement provision 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 both parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.

21. Prohibited Hirings. The Contractor agrees that no current officers, directors, or incorporators of the Contractor shall be hired or retained by the Contractor to fill any staff position or perform any service required under the Agreement and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the Office.

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 New York State and/or Federal governments, then beyond funds available to the County from the New York State and/or Federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

BELMONT CHILD CARE ASSOCIATION, INC

By: Joanne K Adams

Name: Joanne K. Adams

Title: Executive Director

Date: 12-21-17

NASSAU COUNTY

By: Kyle Rose-Lauder

Name: Kyle Rose-Lauder

Title: County Executive

☐ Title: Chief Deputy County Executive

☒ Title: Deputy County Executive

Date: 7/3/18

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 21st day of December in the year 2017 before me personally came Joanne K Adams 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 Executive Director of Belmont Child Care Association, 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

KIMBERLY M LANZA
Notary Public, State of New York
No. 01LA5059219
Qualified in Nassau County
Commission Expires April 22, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 3 day of July in the year 2018 before me personally came Kyle Rose-Louder 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

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

APPENDIX A

CONTRACTING AGENCY: Belmont Child Care Association, Inc.

AUTHORIZED AGENCY PERSON: Joanne K. Adams

ADDRESS: 2150 Hempstead Avenue, Elmont, NY 11003

TERM OF CONTRACT: 01/01/18-09/30/18

CONTRACT AMOUNT: $15,000.00

Belmont Child Care Association, Inc. ("BCCA"), located at Belmont Park racetrack in Elmont, NY. BCCA is a 501 (c) (3) organization that sustains an on-site early childhood education center, *Anna House*, for the children of the backstretch workers at Belmont Park. BCCA is dedicated to providing quality, professional, reliable child care and education for the children. *Anna House* is open 365 days a year (from 5 a.m. to 5 p.m.) and has been in operation for over twelve years. Our children are the sons and daughters of the employees who work at the track and come from low income families, mostly Hispanic immigrants, struggling every day to make a better life for themselves, and especially the children.

BCCA also serves as a continual resource to our children following their graduation from our program to the local public schools. We offer an after school tutoring and enrichment program for elementary and middle school students four evenings per week, weekends, school holidays, and during the summer holiday and we engage the support of local high school students to assist us with our programs. We wish to work with Nassau County on the *BCCA Arts and Cultural Program* that will allow us the opportunity to provide our students with exposure to the arts and to cultural activities and venues. Field trips will allow us to enrich our students through an expanded curriculum that will strengthen observation skills by immersion through sensory activities, increasing knowledge in particular subject areas, and expanding awareness in their own community.

The *BCCA Arts and Cultural Program* will be offered to forty students. Five local high school students will be offered an opportunity to serve as chaperones for our field trips and they will be provided a stipend for their services. The teacher will be licensed in the state of New York and he/she will be provided with credentials through Bright Horizons, our contracted education partner.

Attachment B

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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 undersigned, 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 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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.

Belmont Child Care Association — Organization

New York — State

Joanne K Adams — Authorized Signature

Executive Director — Title

12/21/17 — Date

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:

Elizabeth Loftus Imperio (Name)

6 Danton Lane South, Lowst Valley, NY 11560 (Address)

917-685-7864 (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 Office 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.

12/21/17
Dated

Signature of Chief Executive Officer

Elizabeth Lofus - Impr. D
Name of Chief Executive Officer

Sworn to before me this

21 day of December, 2017.

Notary Public

KIMBERLY M LANZA
Notary Public, State of New York
No. 01LA5059219
Qualified in Nassau County
Commission Expires April 22, 2018

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 Office 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 Office 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 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 the Office 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.

Nassau County Human Services
Universal Budget Form

Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: Belmont Child Care Association, Inc.

Program Name: BCCA's Arts and Cultural Program

To Start Working on Your Budget Click Here

The Section Below Will Be Completed By the Human Service Department You Are Contracting With:	
Contract #	CQHS18000001
Contract Period Start: (MM/DD/YY)	01/01/18
End: (MM/DD/YY)	09/30/18
	Enter Whole # Only
State Reimbursement %	
Federal Reimbursement %	
HS Only: Click Here To See The Fiscal Summary	

To Start Working on Your Budget Click Here

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # CQHS18000001

Contract Name: Belmont Child Care Association, Inc.

Program Name: BCCA's Arts and Cultural Program

Select Line To Work On Here

Budget Summary

	Line #	Expense type	Total $
Work on Salary and Fringe	1a	Salary	$900
	1b	Fringe	$0
	1 Total	Personnel (Salary plus Fringe)	$900
Work on Line 2	2	Consultant(s)	$3,325
Work on Line 3	3	Travel / Per Diem / Transportation	$3,600
Work on Line 4	4	Equipment	$0
Work on Line 5	5	Supplies	$1,175
Work on Line 6	6	Contractual Services	$0
Work on Line 7	7	Rent/Utilities	$0
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$6,000
Work on Line 10	10	Administrative Overhead	$0
		Gross Expenditures (Lines 1 – 10)	$15,000
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$15,000
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$15,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval _____

Fiscal Approval _____

Program Head Approval _____

Universal Budget Form
Nassau County Human Services

Line 1 - Personnel *Return to Summary Page*

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 $	Total $
Barbara Wilcox		$150 per field trip (6 trips total)	0.00	$900		$900
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Line 1 Total		n/a	n/a	$900	$0	$900

Notes:

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).

Return to Summary Page

Line 2 - Consultants ***Return to Summary Page***

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2 Personnel Costs and Line 9 Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense	FTE	Total $
Art Instructor		Art instructor for 11 classes ($75.00)	1.00	$825
Dance Instructor		Dance instructor from the Jose Limon Dance Foundation		$2,500
Line 2 Total		n/a		$3,325

Note(s): ***Return to Summary Page***

1. For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to
2. Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).
3. 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).

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Return to Summary Page

Line 3 - Travel / Per diem / Transportation

Expense type: Travel / Per Diem	Explanation - Description of Expense	Total $
Bus	Bus transportation to and from field trips	$3,600
Line 3 Total	n/a	$3,600

Note(s): *Return to Summary Page*

1. Costs of transportation, mileage allowance, lodging, subsistence, and related items incurred by contractor staff on project-related travel, and client transportation. This expense type does not include consultant travel costs.
2. Aggregate separately for staff and client expenses.

Return to Summary Page

Line 4 - Equipment *Return to Summary Page*

Costs of all nonexpendable, tangible personal property.

Expense type: Equipment Rental	Explanation - Description of Expense	Total $

Note(s): *Return to Summary Page*

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment Purchase	Explanation - Description of Expense	Total $

Note(s): *Return to Summary Page*

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department.

Line 4 Total	n/a	$0

Note(s): *Return to Summary Page*

1. Total the cost of equipment purchases and rentals.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 5 - Supplies *Return to Summary Page*

Cost of supplies

Expense type: Supplies	**Explanation - Description of Expense**	Total $
Craft Supplies	Assorted craft papers, art tools, embellishments	$1,175
Line 5 Total	n/a	$1,175

Return to Summary Page

Note(s):

1. Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project. Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.
2. Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply.

Universal Budget Form
Nassau County Human Services

Line 6 - Contractual Services *Return to Summary Page*

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	Explanation - Description of Expense	Total $
Line 6 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of indirect services acquired by the contractor under a separate contract or subcontract.
2. Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expens
3. Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 7 - Rent/Utilities *Return to Summary Page*

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	Explanation - Description of Expense	Total $
Line 7 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 8 - Department Specific Costs
Please itemize all expenses *Return to Summary Page*

Expense type: Dept. Specific Costs	Explanation - Description of Expense	Total $
Line 8 Total	n/a	$0

Return to Summary Page

Note(s):
1. List any department specific cost or expense that cannot be listed on any other budget line. Provide computations (where appropriate), a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 9 - Misc./Other Costs *Return to Summary Page*
Please itemize all expenses

Expense type: Misc./Other Costs	Explanation - Description of Expense	Total $
Field Trips in 2018	25 Tickets-- Destinations to be decided	$6,000
Line 9 Total	n/a	$6,000

Return to Summary Page

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 10 - Administrative Overhead ***Return to Summary Page***

Administrative Overhead costs

		-------- Contract Amount Only -------		
Expense type: Administrative Overhead	Explanation - Description of Expense	Salary $	Fringe $	Total $
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Line 10 Total	n/a	$0	$0	$0

Return to Summary Page

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 11 - Revenue

Please itemize all revenue, income, agency contribution, and matches, if any, expected to be generated from this project.

Return to Summary Page

Revenue type: Income/Matches	Explanation - Description of Revenue	Total $
Line 11 Total	n/a	$0

Return to Summary Page

Note(s):

1. Describe the nature, source and anticipated use of project revenue, income, agency contribution, and matches, if any. Provide computations, a narrative description and a justification for each category.

Return to Summary Page

Nassau County Human Services
Universal Budget Form

Fiscal Summary

Return to Face Sheet

Contract #	CQHS18000001
Contract Period Start:	01/01/18
End:	09/30/18
Contractor Name:	Belmont Child Care Association, Inc.
Program Name:	BCCA's Arts and Cultural Program

Expense type	Total $
Personnel (Salary plus Fringe)	$900
OTPS	$14,100
Administrative Overhead	$0
Gross Expenditures (Lines 1 – 10)	$15,000
Revenue, Income, Agency Contribution, Matches	$0
Net Budget Total (Lines 1 – 10 minus line 11)	$15,000
Agency Contribution	$0
Net Contract Total (Net Budget Total minus Agency Contribution)	$15,000

Return to Face Sheet

Source	Total $	Percentage
State	$-	0
Federal	$-	0
Sub Total – State/Fed	$0	0
Local	$-	100
Total	$0	100

Return to Face Sheet

COUNTY OF NASSAU

INTER-DEPARTMENTAL MEMO

TO: Timothy Carter, Assistant to the President.
CSEA, Local 380

FROM: Brian Hall
Fiscal Director
Department of Human Services

DATE: February 5, 2018

SUBJECT: Nassau County Office of Youth Services Contracts-Section 32-County-CSEA

.....

The attached Office of Youth Services contract does not apply to Section 32 of the C.S.E.A. contracts but is being forwarded to you as a courtesy to CSEA.

Belmont Child Care Association, Inc.

Brian Hall
Fiscal Director
Department of Human Services

BH:ar
Atts.

Contract ID#: CQHS18000001

LAURA CURRAN
COUNTY EXECUTIVE

Department: Human Services-Office of Youth Services

MARTY BLUM
ACTING CHAIRMAN
OFFICE OF YOUTH SERVICES

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
OFFICE OF YOUTH SERVICES

December 7, 2015

60 CHARLES LINDBERGH BOULEVARD
UNIONDALE, N.Y. 11553-3688
227-7112 – 227-7115
FAX: 516 227-7104

FUNDING CERTIFICATION

In accordance with the funding guidelines of the Office of Youth Services, an annual review was conducted for: ***Belmont Child Care Association, Inc.*** *for the year:* ***2016-17.***

The overall review was found to be:

X Satisfactory
_____ Unsatisfactory

Agency compliance in the following categories was found to be acceptable:

I. **Board / Administration** X Satisfactory _____ Unsatisfactory

-Not-for profit agency Board meets regularly and fulfills its oversight obligations to the agency. Administration is responsible for the overall operation of the agency within the criteria set forth in the contract.

II. **Programmatic** X Satisfactory _____ Unsatisfactory

-Agency is reviewed throughout the year for contract/application compliance in meeting the minimum expectations of the Youth Board Policy and Funding Guidelines.

III. **Fiscal** X Satisfactory _____ Unsatisfactory

-Agency is reviewed throughout the year for fiscal soundness and compliance within the contract and funding criteria.

If Unsatisfactory to any of the above, corrective action is as follows:

_____

_____

If you have any questions concerning the above certification, please contact Keith Gerber at 227-7127.

Keith Gerber
Coordinator, Runaway and
Homeless Youth Services

PR5254 (8/04)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/31/2018

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	CONTACT NAME: Deborah LaPointe
AssuredPartners Northeast, LLC	PHONE (A/C, No, Ext): FAX (A/C, No):
100 Baylis Road	E-MAIL ADDRESS: deborah.lapointe@assuredpartners.com
Suite 300	
Melville NY 11747	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Belmont Child Care Association Inc.	INSURER A: Harleysville Preferred Ins. Co	35696
2150 Hempstead Tpke	INSURER B: Harleysville Worcester Insurance Co.	26182
Belmont Park Gate 6	INSURER C:	
Elmont NY 11003-1551	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18 MASTER **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		MPA00000065803U	12/07/2017	12/07/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestation	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CMB000000065804U	12/07/2017	12/07/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER 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 is included as Additional Insured with respects to General Liability as per written contract.

CERTIFICATE HOLDER

Nassau County Office of Youth Services
60 Charles Lindberg Blvd
Uniondale NY 11553

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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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

^^^^^^ 311646091
ALLIANCEPLUS INC
M & R MARCUS CO
100 BAYLIS RD STE 300
MELVILLE NY 11747

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
BELMONT CHILD CARE ASSOCIATION INC T/A ANNA HOUSE 2150 HEMPSTEAD TPKE GATE 6 ELMONT NY 11003	NASSAU COUNTY OFFICE OF YOUTH SERVICES 60 CHARLES LINDBERG BLVD UNIONDALE NY 11553

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H1408 412-3	230198	12/10/2017 TO 12/10/2018	1/31/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1408 412-3, 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. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 184052884

U-26.3