

1. 1-9-2023 And 1-23-2023 Legislative Committee Public Notice

Documents:

[1-9-23 AND 1-23-23.PDF](#)

2. Contracts 01-09-2023

Documents:

[A-3-23 NCWEB.PDF](#)  
[A-4-23 NCWEB.PDF](#)  
[A-25-22 NCWEB.PDF](#)  
[E-1-23 NCWEB.PDF](#)

## **PUBLIC NOTICE**

PLEASE TAKE NOTICE THAT THE NASSAU COUNTY LEGISLATURE WILL HOLD COMMITTEE MEETINGS OF THE LEGISLATURE ON MONDAY, JANUARY 9, 2023 STARTING AT 1:00 PM AND WILL HOLD A FULL SESSION OF THE LEGISLATURE ON MONDAY, JANUARY 23, 2023 STARTING AT 1:00 PM FOR PRESENTATIONS AND PUBLIC COMMENT, AND AT 2:00 PM FOR THE LEGISLATIVE CALENDAR IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1<sup>ST</sup> FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501.

### **FULL LEGISLATIVE SESSION.....1:00 PM**

<b>COMMITTEES</b>	<b>TIME</b>
<b>RULES</b>	<b>1:00PM</b>
<b>PUBLIC SAFETY</b>	<b>1:00PM</b>
<b>PLANNING, DEVELOPMENT &amp; THE ENVIRONMENT</b>	<b>1:00PM</b>
<b>TOWNS, VILLAGES AND CITIES</b>	<b>1:00PM</b>
<b>ECONOMIC AND COMMUNITY DEVELOPMENT, LABOR AND TRANSPORTATION COMMITTEE</b>	<b>1:00PM</b>
<b>PUBLIC WORKS AND PARKS</b>	<b>1:00PM</b>
<b>HEALTH AND SOCIAL SERVICES</b>	<b>1:00PM</b>
<b>GOVERNMENT SERVICES AND OPERATIONS</b>	<b>1:00PM</b>
<b>MINORITY AFFAIRS</b>	<b>1:00PM</b>
<b>VETERANS</b>	<b>1:00PM</b>
<b>SENIOR AFFAIRS</b>	<b>1:00PM</b>
<b>FINANCE</b>	<b>1:00PM</b>

**MICHAEL C. PULITZER**  
Clerk of the Legislature

**Dated: JANUARY 2, 2023**  
**Mineola, NY**

As per the Nassau County Fire Marshal's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 200 people.

Attendees who would like to address the Legislature must submit a slip to the Clerk's office staff. Public comment is limited to three minutes per person. At meetings of the full Legislature, public comment will be heard only during the pre-calendar public comment period and during public hearings that are on the calendar. At meetings of the Legislature's committees, there is no pre-calendar public comment period. Public comment will be heard on agenda items. Public comment on any item may be emailed to the Clerk of the Legislature at [LegPublicComment@nassaucountyny.gov](mailto:LegPublicComment@nassaucountyny.gov) and will be made part of the formal record of this Legislative meeting.

The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on <http://www.nassaucountyny.gov/agencies/Legis/index.html>

Scan the QR code to submit written public comment,  
which will be incorporated into the record of







Nassau County Shared Services,  
Office of Purchasing

## Staff Summary A-03-2023

Subject: Lawn Mower Parts (Rebid) (S/B # 02215-07072-138)	Date: December 27, 2022
Department: Department of Shared Services Office of Purchasing	Vendor Name: United Ag & Turf NE, LLC
Department Head Name: Melissa Gallucci	Contract Number: A-03-2023
Department Head Signature <i>Melissa Gallucci</i>	Contract Manager Name: Anette Sullivan, Buyer

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
12/27/2022 <i>BM</i>	CPO	12/28/2022 <i>AN</i>	Budget
12/28/2022 <i>PM</i>	County Atty.		County Exec.

Significant Adverse Information Identified? [Yes \_\_\_/No X] (If Yes, attach memo.)

### Narrative

**Purpose:** To authorize and award a blanket purchase order for lawn mowers parts for various Nassau County Departments.

**Discussion:** This solicitation was advertised in Newsday, the New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs was notified of this solicitation.

5 Vendors viewed the bid  
0 Woman owned business 0 Minority (African/American) 2 Small Business  
0 Service Disabled (Veteran) owned business 0 Veteran Owned Business

1 Vendors bid on this solicitation  
0 Woman owned business 0 Minority 1 Small Business  
0 Service Disabled (Veteran) owned business 0 Veterans

The identified lowest responsible bidder, United Ag & Turf NE, LLC. is listed in the above categories.

**Impact on Funding/Term:** The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be One Million Thirty Thousand Dollars (\$1,030,000.00) from general funds PKGEN3220 DD419, PWGEN0240 DD411. The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services' option to renew up to an additional four (4), one (1) year periods and an additional two (2) month period, for a total term of five (5) years, two (2) months.

**Recommendation:** Department of Shared Services, Office of Purchasing recommends an award be given to, United Ag & Turf NE, LLC, as the lowest responsible bidder meeting specifications.

*J. Smith* 12/28/22  
 RECEIVED  
 OFFICE OF PURCHASING  
 NASSAU COUNTY



COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-03-2023**

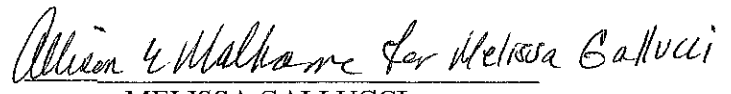
**FROM:** MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

**DATE:** December 27, 2022

**SUBJECT:** RESOLUTION – VARIOUS NASSAU COUNTY DEPARTMENTS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER WITH A MAXIMUM AMOUNT OF ONE MILLION THIRTY THOUSAND DOLLARS (\$1,030,000.00) FOR LAWN MOWER PARTS ON BEHALF OF NASSAU COUNTY TO UNITED AG & TURF NE, LLC WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS.

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  
COMMISSIONER OF SHARED SERVICES

VB: gb

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



A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS, AND UNITED AG & TURF NE, LLC.

WHEREAS, the Nassau County Department of Shared Services, Office of Purchasing received competitive bids under sealed bid solicitation # 02215-07072-138 for lawn mower parts for various Nassau County Departments, as more particularly describe in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that, United Ag & Turf NE, LLC. submitted the lowest responsible bid and meets all specifications for the Product and/ or services described in the said bid document as determined by the Commissioner of Shared Services; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase order with United Ag & Turf NE, LLC.



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?

YES ☐ NO ☒ If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:  
Toni Delloiacono [TONI.DELLOIACONO@UATNE.COM]

Dated: 07/28/2022 12:35:24 PM

Vendor: United Ag & Turf NE

Title: GOVT SALE COORDINATOR

### **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: 07/28/2022

1) Proposer's Legal Name: UNITED AG & TURF nE, LLC.

2) Address of Place of Business: 216 Center Road

City: Fairfield State/Province/Territory: ME Zip/Postal Code: 04937

Country: US

3) Mailing Address (if different): 400 W Old Country Rd

City: HICKSVILLE State/Province/Territory: NY Zip/Postal Code: 11801

Country: US

Phone: (516) 868-1400

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 835723698

5) Federal I.D. Number: 844092767

6) The proposer is a: Corporation (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, please 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, an explanation of the circumstances and corrective action taken.
- 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, an explanation of the circumstances and corrective action taken.
- 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 investigation, an explanation of the circumstances and corrective action taken.
- b) Any misdemeanor charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the  
circumstances and corrective action taken.

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 investigation, an explanation of the  
circumstances and corrective action taken.

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 investigation, an explanation of the  
circumstances and corrective action taken.

- 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 investigation, an explanation of the  
circumstances and corrective action taken.

- 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.

17 Conflict of Interest:

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

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

No Conflicts exist.

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

No Conflicts exist.

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

No Conflict exists.

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

We will continue to make sure no conflicts exist.

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

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

06/06/2020

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Kirk Fernandez, Managing Member

100% Beneficial Owner

1143 Ravoli Dr.

Pacific Palisades, CA 90272

DOB: 8/13/1979

*No individuals with a financial interest in the company have been attached..*

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Eric Driscoll, CEO

37 Arborside Dr.

Falmouth, ME 04105

DOB: 9/7/1979

Scott Miller, President

8 Hayden Drive

Dover, NH 03820

DOB: 08/01/1974

Ian Weight, CFO  
284 Snow Pond Rd  
Oakland, ME 04963  
DOB: 11/12/1971

No officers and directors from this company have been attached.

1 File(s) Uploaded: PRINCIPALS.docx

iv) State of incorporation (if applicable);

ME

v) The number of employees in the firm;

723

vi) Annual revenue of firm;

300000000

vii) Summary of relevant accomplishments

Largest Ag and Turf Dealer in the Northeast.

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

B. Indicate number of years in business.

2

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

We are in business for 2 years but all our locations have been in business for many years. We acquired Chief Equipment Inc. which had been doing business with the for over 15 years.

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

Company NYC Parks & Rec Dept

Contact Person c e

Address 24 w 61st st

City new york

State/Province/Territory NY

Country US

Telephone (718) 699-6724

Fax #

E-Mail Address Kashfia.Tasmi@parks.nyc.gov

Company nycha

Contact Person c e

Address 23 ash st



City	brooklyn	State/Province/Territory	NY
Country	US		
Telephone	(212) 306-6500		
Fax #			
E-Mail Address	Leslie.James@nycha.nyc.gov		

Company	NYC DEPT OF TRANSPORTATION		
Contact Person	MASSA GLENN		
Address	55 WATER ST		
City	NEW YORK	State/Province/Territory	NY
Country	US		
Telephone	(212) 839-2534		
Fax #			
E-Mail Address	cmidgette@dot.nyc.gov		

I, toni delloiacono , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, toni delloiacono , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

#### **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.

Name of submitting business: United Ag & Turf NE

Electronically signed and certified at the date and time indicated by:  
TONI DELLOIACONO [TONI.DELLOIACONO@UATNE.COM]

GOVT SALES COORDINATOR

Title

08/17/2022 04:00:16 PM

Date

Eric Driscoll, CEO  
37 Arborside Dr.  
Falmouth, ME 04105  
DOB: 9/7/1979

Scott Miller, President  
8 Hayden Drive  
Dover, NH 03820  
DOB: 08/01/1974

Ian Weight, CFO  
284 Snow Pond Rd  
Oakland, ME 04963  
DOB: 11/12/1971



New York State Department of  
Taxation and Finance  
Sales Tax Registration  
W.A. Harriman Campus  
Albany, NY 12227-0865

260340153770014P00



UNITED AG & TURF NE LLC  
901 BRINGHAM AVE  
LOS ANGELES CA 90049-4771

New York State Department of Taxation and Finance

## Certificate of Authority

Identification number

**84-4092767**

(Use this number on all returns and correspondence)



**VALIDATED**

**3/20/2020**

Dept of Tax  
and Finance

UNITED AG & TURF NE LLC  
901 BRINGHAM AVE  
LOS ANGELES CA 90049-4771

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.

4092767081200

1058 081200 P0006272 01

DTF-17-A (11/14)

COUNTY OF NASSAU

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

1. Name of the Entity: United Ag & Turf NE

Address: 1 Red Deer Lane

City: Huntington State/Province/Territory: NY Zip/Postal Code: 11743

Country: US

2. Entity's Vendor Identification Number: 844092767

3. Type of Business: Ltd. Liability Co (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):

1 File(s) uploaded PRINCIPALS.docx

*No principals have been attached to this form.*

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.

If none, explain.

Kirk Fernandez, Managing Member

100% Beneficial Owner

1143 Ravoli Dr.

Pacific Palisades, CA 90272

DOB: 8/13/1979

1 File(s) uploaded PRINCIPALS.docx

*No shareholders, members, or partners have been attached to this form.*

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.

NO OTHER COMPANY 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.

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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:

toni delloiacono [TONI.DELLOIACONO@UATNE.COM]

Dated: 08/17/2022 04:01:26 PM

Title: GOVT SALES COORDINATOR

**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.

Eric Driscoll, CEO  
37 Arborside Dr.  
Falmouth, ME 04105  
DOB: 9/7/1979

Scott Miller, President  
8 Hayden Drive  
Dover, NH 03820  
DOB: 08/01/1974

Ian Weight, CFO  
284 Snow Pond Rd  
Oakland, ME 04963  
DOB: 11/12/1971



## 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: Kirk Fernandez  
Date of birth: 08/13/1979  
Home address: 1143 Ravoli Dr.  
City: Pacific Palisades State/Province/Territory: CA Zip/Postal Code: 90272  
Country: US

Business Address: 26 John Deere Rd.  
City: Auburn State/Province/Territory: CA Zip/Postal Code: 04210  
Country: US  
Telephone: 207-782-8921

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: 59840  
Country: \_\_\_\_\_  
Telephone: 3109854046

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>05/01/2020</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>05/01/2020</u>	Secretary	_____
Chief Financial Officer	<u>05/01/2020</u>	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

100%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Kirk Fernandez , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kirk Fernandez , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

United Ag and Turf NE

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Kirk Fernandez [KIRK@FERNANDEZHOLDINGS.COM]

Owner

Title

08/08/2022 03:07:25 PM

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: Ian Weight  
Date of birth: 11/12/1971  
Home address: 284 Snow Pond Road  
City: Oakland State/Province/Territory: ME Zip/Postal Code: 04963  
Country: US  
Business Address: 216 E Center Road  
City: Fairfield State/Province/Territory: ME Zip/Postal Code: 04937  
Country: US  
Telephone: 207-453-7131  
Other present address(es):  
City: Huntington State/Province/Territory: NY Zip/Postal Code: 11743  
Country: US  
Telephone: 5163134817

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	<u>06/01/2020</u>	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

- 9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 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 an explanation of the circumstances and corrective action taken.

11 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 an explanation of the circumstances and corrective action taken.

12 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 an explanation of the circumstances and corrective action taken.

13 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 an explanation of the circumstances and corrective action taken.



I, Toni Delloiacono , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Toni Delloiacono , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

United Ag & Turf NE

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Ian Weight IAN.WEIGHT@UATNE.COM

CFO

Title

12/07/2022 04:56:22 pm

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: Scott Miller  
Date of birth: 08/01/1974  
Home address: 8 Hayden Drive  
City: dover State/Province/Territory: NH Zip/Postal Code: 03820  
Country: US

Business Address: 216 center dr  
City: fairfield State/Province/Territory: ME Zip/Postal Code: 04937  
Country: US  
Telephone: 2074537171

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>06/05/2020</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Scott Miller , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Scott Miller , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

United Ag & Turf NE LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Scott Milelr [SCOTT.MILLER@UATNE.COM]

President

Title

07/28/2022 07:49:33 PM

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: Eric Driscoll  
Date of birth: 09/07/1979  
Home address: 37 Arborside Dr.  
City: Falmouth State/Province/Territory: ME Zip/Postal Code: 04105  
Country: US

Business Address: 216 Center Rd  
City: Fairfield State/Province/Territory: ME Zip/Postal Code: 04937  
Country: US  
Telephone: 2074537171

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
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	<u>06/06/2020</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?



YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Eric Driscoll , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Eric Driscoll , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

United Ag & Turf NE LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Eric Driscoll [ERIC.DRISCOLL@UATNE.COM]


CEO

Title

07/28/2022 08:04:29 PM

Date

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 02215-07072-138
	<b>COUNTY OF NASSAU</b>		Dated: 06/09/22
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		BID OPENING DATE 7/7/22 11:00 A.M. E.D.S.T.
BUYER Anette Sullivan		TELEPHONE 516 571 6103	REQUISITION NUMBER NA

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

**BID TITLE** Parts For Lawn Mowers REBID

**OFFICE OF PURCHASING**

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

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

**DELIVERY MADE TO:**  
NC Various locations and agencies

**DELIVERY MADE TO:**

**TOLL FREE TELEPHONE NUMBER:**

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

<b>NAME OF BIDDER</b> United Ag + Turf NE, LLC.			
<b>ADDRESS</b> 400 W Old Country Rd			
<b>CITY</b> Hicksville	<b>STATE</b> NY	<b>ZIP CODE</b> 11801	<b>TELEPHONE</b> 516-868-1400
<b>SIGNATURE OF AUTHORIZED INDIVIDUAL</b>		<b>PRINT OR TYPE NAME OF SIGNER AND TITLE</b>	

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

### BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.

3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.

4. **PRICES** The provisions of the New York State Fair Trade Law (Federal-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.

5. **SURETY** In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. **Awards** will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

## DISCLOSURE STATEMENT

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

Bidders Name: United Ag & Turf NE, LLC.

Address: 216 Center Rd, Fairfield ME 04937

Telephone No: (207) 453-7131 Fax No: \_\_\_\_\_

1. State Whether: A Corporation Maine

Individual \_\_\_\_\_

Partnership \_\_\_\_\_

## GUIDELINES FOR DISCLOSURE

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

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.  
\*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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BIDDER SIGN HERE

Jon Oliver  
BIDDER

Gary Sales Coordinator  
TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: United Ag+Turf NE LLC.

ADDRESS: 400 W. Old Country Rd, Hicksville NY 11801

1. STATE WHETHER: CORPORATION X INDIVIDUAL \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)  
PRESIDENT Scott Miller 8 Hayden Dr, Dover NH 03820

VICE PRESIDENT \_\_\_\_\_

SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

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

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 2

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? N/A

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

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

BIDDER SIGN HERE

BIDDER

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: United Ag + Turf NE LLC.

ADDRESS: 400 W. Old Country Rd, Hicksville NY 11801

1. STATE WHETHER: CORPORATION X INDIVIDUAL \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)  
PRESIDENT Scott Miller 8 Haydon Dr, Dover NH 03820

VICE PRESIDENT \_\_\_\_\_

SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

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

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 2

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? None

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<u>Ian Wright</u>	<u>CFO</u>	<u>3</u>	<u>Financial</u>	<u>CFO</u>

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL  
No inspection done. This is a party sale

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

BIDDER SIGN HERE [Signature]  
BIDDER

Govt Sales Coordinator  
TITLE



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

Al Delloiacono, Governmental Sales Director

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: NYC PKS + REC

ADDRESS: 24 W 64<sup>th</sup> St, NY NY 10008

TELEPHONE: 212-830-7956 CONTACT PERSON Luba Gur  
CONTRACT DATE: 4/19/22

2. REFERENCE'S NAME: NYC DOT

ADDRESS: 55 Water St, NY NY 10041

TELEPHONE: 212-839-2534 CONTACT PERSON Wayne Chang  
CONTRACT DATE: 5/16/22

3. REFERENCE'S NAME: Town of Oyster Bay

ADDRESS: 74 Audrey Ave Oyster Bay, NY 11771

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BIDDER SIGN HERE

[Signature]  
BIDDER

Govt Sales Coordinator  
TITLE

TELEPHONE: 516-624-6000 CONTACT PERSON Janet Eric Turnan  
CONTRACT DATE: 5/20/22

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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

BIDDER SIGN HERE

[Signature]  
BIDDER

Govt Sales Coordinator  
TITLE

**IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION**

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

**PLEASE CHECK ONE:**




By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

**OR**



I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 6/16/22

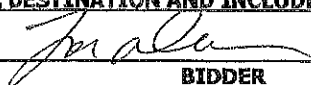
  
(Signature of Bidder)

Print Name: Toni Delloiacono

Print Title: Govt Sales Coordinator

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

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BIDDER

Govt Sales Co.  
TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

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

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

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

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

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

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

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

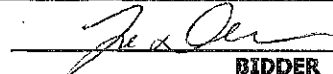
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is

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BIDDER

  
TITLE

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

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- 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.

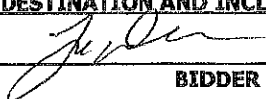
Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit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

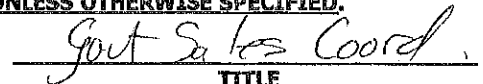
Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members 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 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.

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.

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**INDEMNIFICATION:**

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

**DEFINITIONS:**

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

**M/WBE, SDVOB and DBE Participation:** The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

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

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## REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

[https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN\\_DESKTOP:3445712403627:](https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:)

- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
- d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.


### PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

**\*\*\*\*\* ALL DISCLOSURE FORMS MUST BE UPLOADED IN THE  
VENDOR PORTAL PRIOR TO BID SUBMISSION, DO NOT ENCLOSE  
PAPER COPIES.THANK YOU**

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### REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing**, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

**Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.**

#### Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

<u>Value of Contract</u>	<u>Administrative Fee</u>
\$0-\$10,000	\$0
Over \$10,000-\$50,000	\$160
Over \$50,000-\$100,000	\$266
Over \$100,000	\$533

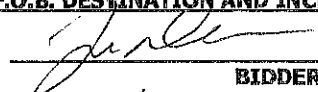
After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

#### Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All 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 Ordinance # 72-2014.

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TITLE

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

**SCOPE:** It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: **Parts For Lawn Mower Rebid.**

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

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

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

**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** \_\_\_\_\_ **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.

United Ag + Turf NE LLC  
\_\_\_\_\_  
CLAIMANT NAME  
\_\_\_\_\_  
BY (SIGNATURE)  
6/16/2022  
\_\_\_\_\_  
DATE  
Govt Sales Coordinator  
\_\_\_\_\_  
TITLE

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

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

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Govt Sales Coord. \_\_\_\_\_ TITLE

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**SCOPE:** It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: **Parts For Lawn Mower Rebid.**

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

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

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

**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 7 days 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.

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NO PARTIAL PAYMENTS WILL BE PAID.

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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.

United Ag + Turf NE LLC  
CLAIMANT NAME  
[Signature]  
BY (SIGNATURE)

6/16/2022  
DATE  
Govt Sales Coordinator  
TITLE

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

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BIDDER

Govt Sales Coord.  
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Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

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

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

**PARTICIPATION BY POLITICAL SUBDIVISIONS:** The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

**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.

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**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:** as stated by manufacturer

**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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**BIDDER SIGN HERE**

[Signature]  
**BIDDER**

Gout Sales Coord.  
**TITLE**

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

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

**FIRM PRICES:** Prices will be firm for a period of one year no exceptions from the issuance of the Blanket Order and no changes will be allowed. If prices are increased or decreased by the manufacturer after 365 days, the vendor may apply to the Director of Purchasing for permission to increase his prices. The request will be considered only if accompanied by documentary evidence of the necessity for increased prices. If the Director of Purchasing accepts the request, the Blanket Order will be amended accordingly.

However, if the Director of Purchasing does not consider the new prices as fair and reasonable in the County's interest, the Blanket Order may be cancelled after 30 days written notice, and vendor agrees to fill all outstanding orders placed prior to cancellation. When prices to the trade are decreased, the prices of applicable items in the Blanket Order shall be decreased accordingly. It shall be incumbent on the vendor to notify the Director of Purchasing of such decreases immediately after it becomes effective.

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

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

**DISCLAIMER**

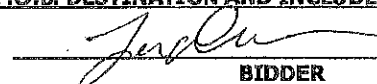
Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive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

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

**VENDOR RESPONSIBILITY CRITERIA:** The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are

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

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BIDDER

  
TITLE

not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW**

**BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:**

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

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

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor:

\_\_\_\_\_

Address:

\_\_\_\_\_

Street:

\_\_\_\_\_

City, Town, etc:

\_\_\_\_\_

Telephone: \_\_\_\_\_ Title: \_\_\_\_\_

If applicable, responsible Corporate Officer

Name \_\_\_\_\_ Title \_\_\_\_\_

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

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BIDDER

  
TITLE



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**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW**

**BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:**

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

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

this 19 day of Sept, 20 02 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor:

United Ag + Turf NE, LLC

Address:

216 Center Rd

Street:

City, Town, etc:

Fairfield ME 04937

Telephone:

508-(207) 453-7131

Title:

Headquarters

If applicable, responsible Corporate Officer

Name

Ian Weeght

Title

CFO

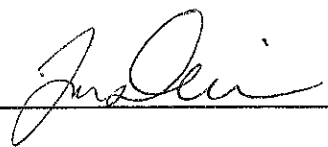
**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

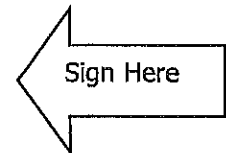
BIDDER SIGN HERE

[Signature]  
BIDDER

TITLE

Gout Sales Coord.

Signature: 



**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.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

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

**ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.

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

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

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

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

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

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

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

**BIDDER SIGN HERE**

  
BIDDER

Govt Sales Coord.  
TITLE

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

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

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

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

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BIDDER

  
TITLE

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.

**PRICE LIST/DISK AND CATALOG SERVICE:** The successful bidder shall furnish, upon request, price disks and catalogs to agencies authorized to use the Blanket Order which may be awarded under this bid. Two (2) copies of the current price disks must be sent to the Nassau County Office of Purchasing. Failure to keep the Nassau County Office of Purchasing advised of price disk/catalog changes may delay the processing of payments.

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

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

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.

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

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BIDDER

  
TITLE

**Specifications For Lawn Mower Parts or equal**  
**See below**

1. MANUFACTURER: ECHO  
PRICE COLUMN: LIST MLP  
DISCOUNT: 5%  
NAME/NUMBER/DATE OF PRICE LIST: \_\_\_\_\_

2. MANUFACTURER: JOHN DEERE  
PRICE COLUMN: LIST MLP  
DISCOUNT: 5%  
DATE OF PRICE LIST: \_\_\_\_\_

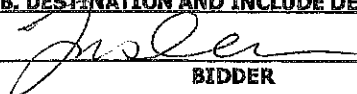
3. MANUFACTURER: LITTLE WONDER  
PRICE COLUMN: LIST NO BID  
DISCOUNT: \_\_\_\_\_  
PRICE LIST: \_\_\_\_\_


4. MANUFACTURER: STIHL  
PRICE COLUMN: LIST MLP  
DISCOUNT: 10%  
PRICE LIST: \_\_\_\_\_

5. MANUFACTURER: HONDA  
PRICE COLUMN: LIST MLP  
DISCOUNT: 10%  
PRICE LIST: \_\_\_\_\_

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BIDDER

  
TITLE

6. MANUFACTURER: Hustler *NO BID*

PRICE COLUMN: LIST \_\_\_\_\_

DISCOUNT: \_\_\_\_\_

PRICE LIST: \_\_\_\_\_

Copies of Price Lists/Disks Required With Bid and Must be on Manufacturer's Most Current Price List  
Copies of Price Disks Must Be Provided To NC When Requested And Must Be Retained By The Vendor  
Throughout the Life of the Contract.

## **PRICE LISTS**

1. **Will only be accepted and updated annually.**
2. Must be submitted in the form of a CD, or flash drive only.
3. The BPNC contract number must be on the disk/flash drive.
4. The manufacturer's name, price list number, date, in addition to the line on the contract that the price list pertains to must be included.


Example Line # 1 Interstate Batteries

5. Price Lists will be effective as of the date of receipt, regardless of list date.  
An amended copy of contract will follow within 10 days.
6. Mail or deliver to:  
  
Nassau County – Purchase Dept.  
1 West Street  
Mineola, NY 11501
7. If the information is incomplete the price list will not be updated.

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BIDDER


  
TITLE

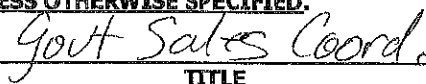
**This contract does not cover items that are not on the current price list. Do not ship other items.**

Annual estimated cost \$216,000

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

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BIDDER

  
TITLE



Melissa Gallucci  
Commissioner of Shared  
Services

**OFFICE OF PURCHASING**

1 West Street  
Mineola, NY 11501  
(516) 571-7720  
Fax (516) 571-4263

**AMENDMENT NO. 1- 07/07/22**

**FORMAL SEALED BID NO: 02215-07072-138**

**FOR: Parts For Lawn Mowers Rebid**

**ISSUED: 06/09/22**

**OPENING: 07/07/22**

**TO ALL BIDDERS:**

Bid has been postponed to 7/26.

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

OFFICE OF PURCHASING

A handwritten signature in black ink, appearing to read "Claudia Colasurdo", is written over the printed name.

Claudia Colasurdo

Technical Coordinator

Sign and date





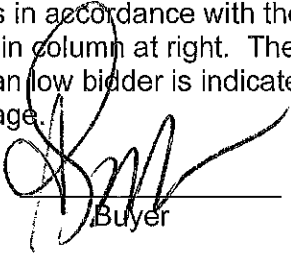
## FORMAL BID RECOMMENDATION

BID NUMBER 02215-07072-138 TITLE: Parts For Lawn Mowers ( Re bid)

DATE: 10/21/22 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 10/21/22 To: Supervisor From: Buyer Anette Sullivan		Bid Results	
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.		Item	Bidder
 Buyer			Recommendation to award to United AG & Turf NE LLC as the lowest responsible bidder meeting specs
Date: _____			
To: Director From: Supervisor			
<input type="checkbox"/> Concur <input type="checkbox"/> Disagree (See Reverse)			
Date: <u>10/26/22</u>			
To: Buyer From: Director			
<input checked="" type="checkbox"/> Approved for Award			
<input type="checkbox"/> Hold award pending discussion			
<input checked="" type="checkbox"/> Subject to Legislature Approval			
_____ Director			

www



**COUNTY OF NASSAU  
SHARED SERVICES  
1 WEST STREET  
MINEOLA, NEW YORK 11501-4894**

Date: October 13, 2022  
To: Robert Cleary, Chief Procurement Officer  
From: Anette Sullivan, Buyer

Re: Low Vendor Response  
Staff Summary A-45-2022- United Ag & Turf

---

The Nassau County Purchasing Office addresses low vendor response for contracts valued at \$100,000.00 and greater in the following manner:

- All contracts valued at \$100,000.00 and greater must be bid for no less than three weeks.
- The contracts are advertised on the Nassau County Bid Board, New York Newsday and NYS Contract Reporter.
- If it is determined by the Buyer that it is likely there will be zero or only one vendor response on the first bid opening date the bid opening will be postponed for two weeks after receiving supervisory approval. The Buyer will review the Call Log and reach out to vendors that viewed the solicitation in WebProcure to ascertain their intention to bid or not. The Buyer will also make a subsequent call or e-mail to the sponsoring County agency seeking their assistance in reaching out to potential vendors.
- If on the first day scheduled bid opening day the Buyer finds that there will be no interest or just one bidder participating an automatic postponement of two weeks will be imposed in order to glean more vendor participation.
- After the first postponement the bid will open if at least one bidder has submitted a bid and it is determined that due to the nature/history of the procurement no further vendor participation can be expected.



# CERTIFICATE OF LIABILITY INSURANCE


DATE (MM/DD/YYYY)  
08/12/2022

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).

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE</b> (A/C, No, Ext): 888-333-4949 <b>FAX</b> (A/C, No): 507-446-4864 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM	
<b>INSURED</b> UNITED AG & TURF NE, LLC 216 CENTER RD FAIRFIELD, ME 04937-3316		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: FEDERATED SERVICE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
155-693-5		NAIC # 28304	

COVERAGES		CERTIFICATE NUMBER: 425		REVISION NUMBER: 1			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	9815485	05/03/2022	05/03/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	9815485	05/03/2022	05/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION	N	N	9815489	05/03/2022	05/03/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.							

<b>CERTIFICATE HOLDER</b> 155-693-5 NASSAU COUNTY 1 WEST ST MINEOLA, NY 11501-4813	<b>CANCELLATION</b> 425 1 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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## Sullivan, Anette

**From:** Tasmi, Kashfia (Parks) <Kashfia.Tasmi@parks.nyc.gov>  
**Sent:** Thursday, October 13, 2022 2:45 PM  
**To:** Sullivan, Anette  
**Subject:** RE: [EXTERNAL] Reference United AG & Turf

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

Hi Anette,

NYC Parks has done hundreds of Purchase orders with United AG & Turf who was called "CHIEF EQUIPMENT" in the past. I believe they recently changed their names.

As far as document request, invoicing and providing us with what we are looking for, they have done a great job and we have not had any problems with them. However, delivery lead-times have been long. This is getting some of the items from the Manufacturer has been long due to COVID.

We are satisfied with them and still use them.

Hope this helps.

Thanks

Kashfia

Kashfia Tasmi  
Procurement Analyst

T 212.830.7958  
F 212.830.7997  
E [Kashfia.Tasmi@parks.nyc.gov](mailto:Kashfia.Tasmi@parks.nyc.gov)

**NYC Parks**  
Arsenal West  
24 West 61 Street, 3 Fl.  
New York, NY 10023

Follow Parks on: [Facebook](#) | [Twitter](#) | [foursquare](#) | [Instagram](#) | [YouTube](#)

**From:** Sullivan, Anette <asullivan1@nassaucountyny.gov>  
**Sent:** Thursday, October 13, 2022 2:00 PM  
**To:** Tasmi, Kashfia (Parks) <Kashfia.Tasmi@parks.nyc.gov>  
**Subject:** [EXTERNAL] Reference United AG & Turf

You don't often get email from [asullivan1@nassaucountyny.gov](mailto:asullivan1@nassaucountyny.gov). [Learn why this is important](#)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Forward suspect email to [phish@oti.nyc.gov](mailto:phish@oti.nyc.gov) as an attachment (Click the More button, then forward as attachment).

Hi,

Your name has been provided as a reference from United AG & Turf. Briefly, can you please tell us if you had business dealings with this company and were you satisfied?



Nassau County Shared Services  
Office of Purchasing

## Staff Summary A-04-2023

Subject: Avant 860 Tractor (RQPK22000084)
Department: Department of Shared Services/ Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature <i>Allison K. Mathame for Melissa Gallucci</i>

Date: December 27, 2022
Vendor Name: United Ag & Turf NE, LLC
Contract Number: A-04-2023
Contract Manager Name: Anette Sullivan, Buyer

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
12/27/2022 <i>AG</i>	CPO	<i>MS</i>	Budget
12/28/2022 <i>SM</i>	County Atty.	<i>[Signature]</i>	County Exec.

Significant Adverse Information Identified? [Yes ___/No <u>X</u> ] (If Yes, attach memo.)
---

### Narrative

**Purpose:** To authorize and award a purchase order for an Avant 860 Tractor for the Nassau County Department of Parks, Recreation and Museums.

**Discussion:** This is a sole purchase for the Avant 860 Tracker. The Avant is a diverse, multi-functional tractor unit that is unique in its power and maneuverability. With its 2-ton lifting capacity and articulating steering, the Avant far outperforms other tractors of similar size. It also has over 200 attachments to choose from and uses a patented quick release system which makes switching from one attachment to another an easy 2-minute job. The Nassau County Department of Parks, Recreation and Museums, Golf Maintenance Division, currently owns 2 Avant units which have been invaluable in everything from construction projects, drainage, and tree pruning to cart path cleaning, stump grinding, and snow removal. The Parks Department already owns sixteen (16) different attachments which are instantly compatible with this unit, not requiring the county to purchase similar attachments if we purchased from a different manufacturer, for a savings of at least \$45,000.

United Ag & Turf is the sole source distributor of Avant Tecno equipment and attachments for Nassau County.

**Impact on Funding:** The maximum amount authorized under this purchase order shall be One Hundred Twenty-Two Thousand, Nine Hundred Forty-Five Dollars and Forty-Eight Cents. (\$122,945.48) from PWCAPCAP 00005 capital funds.

**Recommendation:** Department of Shared Services, Office of Purchasing recommends awarding a purchase order to United Ag & Turf NE, LLC as the sole source provider.

*[Signature]* 12/28/22

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-04-2023**

**FROM:** MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

**DATE:** DECEMBER 27, 2022

**SUBJECT:** RESOLUTION – THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION & MUSEUMS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED TWENTY-TWO THOUSAND, NINE HUNDRED FORTY-FIVE DOLLARS AND FORTY-EIGHT CENTS (\$122,945.48) FOR AN AVANT 860 TRACTOR FOR THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS TO UNITED AG & TURF.

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

*Melissa Gallucci for Melissa Gallucci*  
MELISSA GALLUCCI  
COMMISSIONER OF SHARED SERVICES

VB: gb

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



A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION & MUSEUMS, AND UNITED AG & TURF.

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that, United Ag & Turf is a sole source provider and meets all specifications for the product described in the said contract as determined by the Commissioner of Shared Services; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase order with United Ag & Turf.





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?

YES ☐ NO ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:

Toni Delloiacono [TONI.DELLOIACONO@UATNE.COM]

Dated: 07/28/2022 12:35:24 pm

Vendor: United Ag & Turf NE

Title: GOVT SALE COORDINATOR

### 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: 07/28/2022

1) Proposer's Legal Name: UNITED AG & TURF nE, LLC.

2) Address of Place of Business: 216 Center Road

City: Fairfield State/Province/Territory: ME Zip/Postal Code: 04937

Country: US

3) Mailing Address (if different): 400 W Old Country Rd

City: HICKSVILLE State/Province/Territory: NY Zip/Postal Code: 11801

Country: US

Phone: (516) 868-1400

Does the business own or rent its facilities? R If other, please provide details:

4) Dun and Bradstreet number: 835723698

5) Federal I.D. Number: 844092767

6) The proposer is a: \_\_\_\_\_ (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, please 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, an explanation of the circumstances and corrective action taken.

- 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, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the circumstances and corrective action taken.

- 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.

17 Conflict of Interest:

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

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

No Conflicts exist.

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

No Conflicts exist.

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

No Conflict exists.

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

We will continue to make sure no conflicts exist.

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

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

06/06/2020

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Kirk Fernandez, Managing Member

100% Beneficial Owner

1143 Ravoli Dr.

Pacific Palisades, CA 90272

DOB: 8/13/1979

iii) Name, address and position of all officers and directors of the company. If none, explain.

Eric Driscoll, CEO

37 Arborside Dr.

Falmouth, ME 04105

DOB: 9/7/1979

Scott Miller, President

8 Hayden Drive

Dover, NH 03820

DOB: 08/01/1974

Ian Weight, CFO

284 Snow Pond Rd

Oakland, ME 04963

DOB: 11/12/1971

1 File(s) uploaded: PRINCIPALS.docx

iv) State of incorporation (if applicable);

ME

v) The number of employees in the firm;

723

vi) Annual revenue of firm;

300000000

vii) Summary of relevant accomplishments

Largest Ag and Turf Dealer in the Northeast.

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

B. Indicate number of years in business.

2

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

We are in business for 2 years but all our locations have been in business for many years. We acquired Chief Equipment Inc. which had been doing business with the for over 15 years.

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

Company	NYC Parks & Rec Dept		
Contact Person	c e		
Address	24 w 61st st		
City	new york	State/Province/Territory	NY
Country	US		
Telephone	(718) 699-6724		
Fax #			
E-Mail Address	Kashfia.Tasmi@parks.nyc.gov		

Company	nycha		
Contact Person	c e		
Address	23 ash st		
City	brooklyn	State/Province/Territory	NY
Country	US		
Telephone	(212) 306-6500		
Fax #			
E-Mail Address	Leslie.James@nycha.nyc.gov		

Company	NYC DEPT OF TRANSPORTATION		
Contact Person	MASSA GLENN		
Address	55 WATER ST		
City	NEW YORK	State/Province/Territory	NY
Country	US		
Telephone	(212) 839-2534		
Fax #			
E-Mail Address	cmidgette@dot.nyc.gov		

I, toni delloiacono , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, toni delloiacono , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

#### **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.

Name of submitting business: United Ag & Turf NE

Electronically signed and certified at the date and time indicated by:

TONI DELLOIACONO TONI.DELLOIACONO@UATNE.COM

GOVT SALES COORDINATOR

Title

08/17/2022

Date



Eric Driscoll, CEO  
37 Arborside Dr.  
Falmouth, ME 04105  
DOB: 9/7/1979

Scott Miller, President  
8 Hayden Drive  
Dover, NH 03820  
DOB: 08/01/1974

Ian Weight, CFO  
284 Snow Pond Rd  
Oakland, ME 04963  
DOB: 11/12/1971



New York State Department of  
**Taxation and Finance**  
Sales Tax Registration  
W.A. Harman Campus  
Albany, NY 12227-0865

2003-00597600-AP00



UNITED AG & TURF NE LLC  
901 BRINGHAM AVE  
LOS ANGELES CA 90049-4771

New York State Department of Taxation and Finance

## Certificate of Authority

Identification number

**84-4092767**

*(Use this number on all returns and correspondence)*



**VALIDATED**

**3/20/2020**

Dept of Tax  
and Finance

UNITED AG & TURF NE LLC  
901 BRINGHAM AVE  
LOS ANGELES CA 90049-4771

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.

4020109100098

1DB8-0812200 P0000272-01

DTE-17-A (11/14)

COUNTY OF NASSAU

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

1. Name of the Entity: United Ag & Turf NE

Address: 1 Red Deer Lane

City: Huntington State/Province/Territory: NY Zip/Postal Code: 11743

Country: US

2. Entity's Vendor Identification Number: 844092767

3. Type of Business: Ltd. Liability Co (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):

1 File(s) uploaded: PRINCIPALS.docx

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.

If none, explain.

Kirk Fernandez, Managing Member  100% Beneficial Owner  1143 Ravoli Dr.  Pacific Palisades, CA 90272  DOB: 8/13/1979
--

1 File(s) uploaded: PRINCIPALS.docx

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.

NO OTHER COMPANY 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.

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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:

toni delloiacono [TONI.DELLOIACONO@UATNE.COM]

Dated: 08/17/2022 04:01:26 pm

Title: GOVT SALES COORDINATOR

**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.

## 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: Kirk Fernandez  
Date of birth: 08/13/1979  
Home address: 1143 Ravoli Dr.

City:	<u>Pacific Palisades</u>	State/Province/ Territory:	<u>CA</u>	Zip/Postal Code:	<u>90272</u>
Country:	<u>US</u>				

Business Address: 26 John Deere Rd.

City:	<u>Auburn</u>	State/Province/ Territory:	<u>CA</u>	Zip/Postal Code:	<u>04210</u>
Country:	<u>US</u>				
Telephone:	<u>207-782-8921</u>				

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	<u>59840</u>
Country:					
Telephone:	<u>3109854046</u>				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>05/01/2020</u>	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	<u>05/01/2020</u>	Secretary	
Chief Financial Officer	<u>05/01/2020</u>	Partner	
Vice President			
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

100%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

- 9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.



b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 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 an explanation of the circumstances and corrective action taken.

11 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 an explanation of the circumstances and corrective action taken.

12 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 an explanation of the circumstances and corrective action taken.

13 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 an explanation of the circumstances and corrective action taken.



I, Kirk Fernandez , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kirk Fernandez , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

United Ag and Turf NE

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Kirk Fernandez KIRK@FERNANDEZHOLDINGS.COM

Owner

Title

08/08/2022 03:07:25 pm

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: Ian Weight  
Date of birth: 11/12/1971  
Home address: 284 Snow Pond Road  
City: Oakland State/Province/Territory: ME Zip/Postal Code: 04963  
Country: US  
Business Address: 216 E Center Road  
City: Fairfield State/Province/Territory: ME Zip/Postal Code: 04937  
Country: US  
Telephone: 207-453-7131  
Other present address(es):  
City: Huntington State/Province/Territory: NY Zip/Postal Code: 11743  
Country: US  
Telephone: 5163134817

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	<u>06/01/2020</u>	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

- 9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 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 an explanation of the circumstances and corrective action taken.

11 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 an explanation of the circumstances and corrective action taken.

12 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 an explanation of the circumstances and corrective action taken.

13 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 an explanation of the circumstances and corrective action taken.

I, Toni Delloiacono , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Toni Delloiacono , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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United Ag & Turf NE

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Ian Weight IAN.WEIGHT@UATNE.COM

CFO

Title

12/07/2022 04:56:22 pm

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: Scott Miller  
Date of birth: 08/01/1974  
Home address: 8 Hayden Drive

City:	<u>dover</u>	State/Province/ Territory:	<u>NH</u>	Zip/Postal Code:	<u>03820</u>
Country:	<u>US</u>				

Business Address: 216 center dr

City:	<u>fairfield</u>	State/Province/ Territory:	<u>ME</u>	Zip/Postal Code:	<u>04937</u>
Country:	<u>US</u>				
Telephone:	<u>2074537171</u>				

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	
Country:					
Telephone:					

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>06/05/2020</u>	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 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 an explanation of the circumstances and corrective action taken.

11 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 an explanation of the circumstances and corrective action taken.

12 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 an explanation of the circumstances and corrective action taken.

13 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 an explanation of the circumstances and corrective action taken.



I, Scott Miller, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Scott Miller, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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United Ag & Turf NE LLC  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Scott Milelr SCOTT.MILLER@UATNE.COM

President  
Title

07/28/2022 07:49:33 pm  
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: Eric Driscoll  
Date of birth: 09/07/1979  
Home address: 37 Arborside Dr.
- |          |                 |                               |           |                     |              |
|----------|-----------------|-------------------------------|-----------|---------------------|--------------|
| City:    | <u>Falmouth</u> | State/Province/<br>Territory: | <u>ME</u> | Zip/Postal<br>Code: | <u>04105</u> |
| Country: | <u>US</u>       |                               |           |                     |              |
- Business Address: 216 Center Rd
- |            |                   |                               |           |                     |              |
|------------|-------------------|-------------------------------|-----------|---------------------|--------------|
| City:      | <u>Fairfield</u>  | State/Province/<br>Territory: | <u>ME</u> | Zip/Postal<br>Code: | <u>04937</u> |
| Country:   | <u>US</u>         |                               |           |                     |              |
| Telephone: | <u>2074537171</u> |                               |           |                     |              |
- Other present address(es):
- |            |  |                               |  |                     |  |
|------------|--|-------------------------------|--|---------------------|--|
| City:      |  | State/Province/<br>Territory: |  | Zip/Postal<br>Code: |  |
| Country:   |  |                               |  |                     |  |
| 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	<u>06/06/2020</u>	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

- 9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 10 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 an explanation of the circumstances and corrective action taken.

- 11 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 an explanation of the circumstances and corrective action taken.

- 12 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 an explanation of the circumstances and corrective action taken.

- 13 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 an explanation of the circumstances and corrective action taken.

I, Eric Driscoll , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Eric Driscoll , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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United Ag & Turf NE LLC  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Eric Driscoll ERIC.DRISCOLL@UATNE.COM

CEO  
Title

07/28/2022 08:04:29 pm  
Date

# REQUISITION

RQPK22000084 27/OCT/2022

VENDOR:  
UNITED AG & TURF  
216 CENTER RD

FAIRFIELD ME 04937

TEL: (508) 344-8101

FAX: ( ) -

REQUISITIONER:  
PK NASSAU COUNTY DEPT OF RECREATI  
ACCOUNTS OFFICE ADMINSTRATIVE BLDG  
EISENHOWER PARK  
EAST MEADOW NY 11554  
TIM MESSNER  
TEL: (516) 572-0015  
FAX: (516) 572-0242

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	760-04	1.00	EA	89,382.4800	89,382.48
	BACKHOE/LOADER COMBINATION				
	*ITEM #860 - AVANT 860 W/8 FUNCTION JOYSTICK (MLP \$84,980.00)				
	*ITEM #A436732 - CAB GT 800:HEATER, FABRIC SEAT, MIRRORS, WINDSCREEN				
	WIPER/WASHER, MUGUARDS FONT/REAR, MOUNTED DIRECTLY ON CHASSIS				
	(MLP \$8,110.00)				
	*ITEM #A438326 - A/C COOLER IN REAR M645/M650/4755/M760/M860				
	(MLP \$4,620.00)				
	*ITEM #A438538 - FOUR LIGHT BEACON M645/M650/M755/M760/M860				
	(MLP \$500.00)				
	*ITEM #A438539 - WORK LIGHT KIT 2 FRONT 1 REAR, LED 2500 LUMEN				
	M645/M650/M755/M760/M860 (MLP \$1,250.00)				
	*ITEM #A431588 - ATTACHEMENT CONTROL SWITCH PACK M400-M800				
	(MLP \$920.00)				
	*ITEM #MW10.3805517G - TIRE PROFILE GRASS: 380/55-17 GRASS PROFILE				
	10 BOLT (MLP \$1,250.00)				
	*ITEM #A49063 - REAR SIDE WEIGHTS,KIT,397LBS M528-M800 (MLP \$1,380.00)				
	MANUFACTURE LIST PRICE : \$103,010.00				
	LESS CUSTOMER DISCOUNT :- \$ 13,627.52				
	TOTAL				: \$ 89,382.48

REQUISITION

RQPK22000084 27/OCT/2022

VENDOR:  
UNITED AG & TURF  
216 CENTER RD

FAIRFIELD ME 04937

TEL: (508) 344-8101  
FAX: ( ) -

REQUISITIONER:  
PK NASSAU COUNTY DEPT OF RECREATI  
ACCOUNTS OFFICE ADMINISTRATIVE BLDG  
EISENHOWER PARK  
EAST MEADOW NY 11554  
TIM MESSNER  
TEL: (516) 572-0015  
FAX: (516) 572-0242

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
002	760-04	1.00	EA	33,563.0000	33,563.00

BACKHOE/LOADER COMBINATION

ATTACHMENT AND SHIPPING

\*ITEM #A36589 - PALLET FORK, XHD 47.24IN (MLP \$1,055.00)

\*ITEM #A445931 - POWER RACK 1800 (71IN) W/HYDRAULIC TURNING  
(MLP \$11,722.00)

\*ITEM #A37488 - ROLLER COMPACTOR, FLAIN ROLLER (MLP \$2,185.00)

\*ITEM #A21431 - ROTARY HARROW MTZ170, WORKING WIDTH 61.02IN  
(MLP \$13,722.00)

\*ITEM #AA15800 - SEEDER UNIT SM170 FOR MTZ170 (MLP \$7,902.00)

\*ITEM #A36343 - XL LIGHT MATERIAL BUCKET 70.87IN 31.78 CU FT.  
(MLP \$1,977.00)

FREIGHT - \$2000.00

MANUFACTURES LIST PRICE : \$38,563.00

LESS CUSTOMER DISCOUNT : \$ 7,000.00

TOTAL : \$33,563.00

PURCHASE ORDERS SEND TO : AL.DELLOIACONO@UATNE.COM  
DYLAN.DELLOIACONO@UATNE.COM

ESTIMATED TOTAL: 122,945.48

PCHL9100  
LINK TO:

ADVANCED PURCHASING/INVENTORY  
ELECTRONIC NOTE PAD

10/27/2022 2:08 PM  
PAGE 01 OF 01

REQ HEADER ENT 2100

QUOTE DATED 7/7/2022  
SOLE SOURCE FOR AVANT

- A) THIS REQUEST IS FOR A AVANT 860 ARTICULATED LOADER
- B) THE EQUIPMENT WE ARE CURRENTLY USING IS INADEQUATE
- C) NONE
- D) THE IS A VERSATILE PIECE OF EQUIPMENT AND THE FUNCTIONS CAN  
BE USED ALL YEAR ROUND AND IMPROVE PRODUCTION
- E) N/A
- F) CAPITAL PROJECT 41855

PURCHASE ORDERS SEND TO : AL.DELLOIACONO@UATNE.COM  
DYLAN.DELLOIACONO@UATNE.COM

F1-HELP	F4-AUDIT	F5-TOP	F6 COPY	F7-PR PAGE	F8-NX PAGE
F9-LINK	F10-SAVE	F11-INS PAGE	F12-DEL PAGE	ENTER-INQUIRE	CL-EXIT
INQUIRY COMPLETE					





June 7, 2022

**Re: United Ag & Turf**

To Whom It May Concern:

This letter is written to confirm that United Ag & Turf is the Sole-Source distributor of Avant Tecno Equipment and Attachments for Nassau County NY, Suffolk County NY and NYC.

Additionally, all Avant Tecno Products are protected by copyrights, trademarks and service marks.

There are no other items or product practically available that offers the same purpose or function, and Avant Tecno USA Inc. determines the prices for above-named products because of exclusive distribution and marketing rights (in certain territories there are additional non-exclusive resellers appointed by Avant Tecno USA Inc. that are subject to its pricing).

For further information, please feel free to contact us at 847-380-9822 or at [info@avanttecnousa.com](mailto:info@avanttecnousa.com).

Sincerely,

*John R Losch*

John R Losch  
COO / CFO  
Avant Tecno USA Inc.

3020 Malmö Drive  
Arlington Heights, IL 60005  
847.380.9822

**AVANT TECNO USA INC**



v7.03 13-JUL-2022

## Machine Specifications CUSTOMER QUOTE

### MODEL

Avant 860, w/ 9 Function remote



### ITEM #

M860

### MSRP USD

84,980

### SELECT CAB TYPE

Make Selection with an "X"

Cab GT 800: heater, fabric seat, mirrors, windscreen wiper/washer,  
mudguards front & rear, mounted directly on chassis

X

A436732

8,110

### CAB OPTIONS

Cab GT: A/C cooler in the rear M645/M650/M755/M760/M860

Cab GT: Four-light beacon M645/M650/M755/M760/M860

Cab GT: Work light kit - 2 front, 1 rear, LED 2500 lumen M645/M650/M755/M760/M860

Attachment control switch pack, for rear mounted attachments M400-M800

### ITEM #

A438326

1

### MSRP USD

4,620

A438538

1

500

A438539

1

1,250

A431588

1

920

### PRODUCTIVITY OPTIONS

Rear side weights, kit, 397 lbs M528-M800

### ITEM #

A49063

1

### MSRP USD

1,380

### STANDARD TIRE PROFILE

GRASS: 380/55-17 grass profile, 10 bolt

\$1,250

(SELECT DESIRED PROFILE)

MW10.3805517G

1

1,250

Machine & Options List Price

\$103,010.00

Freight

Delivery

Customer Discount

(\$13,627.52)

Machine & Options Total

\$89,382.48

### ORDER COMMENTS

**CUSTOMER QUOTE**  
Attachment Details

**ITEM DESCRIPTION**

Pallet fork, XHD 47.24 in  
 Power rake 1800 (71 in) with hydraulic turning  
 Roller compactor, plain roller  
 Rotary harrow MTZ170, working width 61.02 in  
 Seeder unit SM170 for MTZ170  
 XL Light material bucket 70.87 in 31.78 cu ft

ITEM #	QTY	
A36589	1	1,065
A445931	1	11,722
A37488	1	2,185
A21431	1	13,722
A415800	1	7,902
A36343	1	1,977

**Attachment Details, List Price**

**\$38,563.00**

**Freight**

**\$2,000.00**

**Delivery**

**Customer Discount**

**(\$7,000.00)**

**Attachment Details Total**

**\$33,563.00**

**SUMMARY**  
**CUSTOMER QUOTE**

USD \$

**Prepared For:**

Nassau County Parks and Recreation

**Dealer Information:**

United Ag & Turf NE

400 W. Old Country Rd

Hicksville, NY 11801

Dylan Delloiacono 516-581-9308

Quote ID

PO NUMBER

**Order Summary**

**Machine**

Avant 860, w/ 8 Function Joystick

**Wheels**

**Attachments**

Suggested List

Selling Price

Qty

Extended

\$103,010.00

\$89,382.48

1

\$89,382.48

\$38,563.00

\$33,563.00

6

\$33,563.00

Equipment Total

Equipment Total

\$122,945.48

Sales Tax @

Total

\$122,945.48

Down Payment

Misc. Credits

Balance Due

USD \$

\$122,945.48

Salesperson: \_\_\_\_\_

Accepted By: \_\_\_\_\_



**COUNTY OF NASSAU**  
**DEPARTMENT OF PARKS, RECREATION & MUSEUMS**  
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554  
[www.nassaucountyny.gov/parks](http://www.nassaucountyny.gov/parks)

***Inter Departmental Memo***

**To:** Robert Cleary, Chief Procurement and Compliance Officer

**From:** Timothy Messner, Deputy Commissioner of Parks

**Re:** Avant Backhoe/ Loader RQPK22000084

**Date:** September 30, 2022

The Avant is a diverse, multi-functional tractor unit that is unique in its power and maneuverability, which makes it the ideal machine for Nassau County. With its 2-ton lifting capacity and articulating steering the Avant far outperforms other tractors of similar size. It also has over 200 attachments to choose from and uses a patented quick release system which makes switching from one attachment to another an easy 2-minute job.

The Nassau County Parks, Golf Maintenance Division, currently owns 2 Avant units which have been invaluable in everything from construction projects, drainage, and tree pruning to cart path cleaning, stump grinding, and snow removal. The Parks Department already owns 16 different attachments which are instantly compatible with this unit, not requiring the county to purchase similar attachments if we would buy from a different manufacturer, for a savings of at least \$45,000.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Messner", with a stylized flourish at the end.

**Timothy Messner**  
**Deputy Commissioner**  
**Nassau County Department of Parks, Recreation & Museums**  
**O-516-572-0015**  
**C-516-660-0430**

## Sullivan, Anette

---

**From:** Cleary, Robert  
**Sent:** Tuesday, October 25, 2022 3:27 PM  
**To:** Messner, Timothy  
**Cc:** Sullivan, Anette; Colasurdo, Claudia  
**Subject:** RE: Avant Justification

Tim,

Okay, this can be processed as a sole source. Effectively the Department has standardized on this equipment for these purposes.

Thank you,

Robert

Robert Cleary  
Chief Procurement and Compliance Officer  
Nassau County  
One West Street  
Mineola, NY 11501  
(516) 571-1939  
[rcleary@nassaucountyny.gov](mailto:rcleary@nassaucountyny.gov)

---

**From:** Messner, Timothy <[TMessner@nassaucountyny.gov](mailto:TMessner@nassaucountyny.gov)>  
**Sent:** Tuesday, October 25, 2022 12:16 PM  
**To:** Cleary, Robert <[RCleary@nassaucountyny.gov](mailto:RCleary@nassaucountyny.gov)>  
**Cc:** Sullivan, Anette <[asullivan1@nassaucountyny.gov](mailto:asullivan1@nassaucountyny.gov)>; Colasurdo, Claudia <[ccolasurdo@nassaucountyny.gov](mailto:ccolasurdo@nassaucountyny.gov)>  
**Subject:** RE: Avant Justification

Robert,

The pervious purchase of this piece of equipment was done through Sole Source. See Attached file dated 2/6/20. Attached is also the sole source letter from United Ag.

Tim

---

**From:** Cleary, Robert <[RCleary@nassaucountyny.gov](mailto:RCleary@nassaucountyny.gov)>  
**Sent:** Monday, October 24, 2022 4:03 PM  
**To:** Messner, Timothy <[TMessner@nassaucountyny.gov](mailto:TMessner@nassaucountyny.gov)>  
**Cc:** Sullivan, Anette <[asullivan1@nassaucountyny.gov](mailto:asullivan1@nassaucountyny.gov)>; Colasurdo, Claudia <[ccolasurdo@nassaucountyny.gov](mailto:ccolasurdo@nassaucountyny.gov)>  
**Subject:** RE: Avant Justification

Tim,

How were the previous units purchased? Normally this type of equipment would be solicited as a formal sealed bid with a bid standard (the specified unit) or equal. It would be best to purchase another one using this method, unless there is an OGS option or some additional reason not to do so.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/12/2022

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).

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM	
<b>INSURED</b> UNITED AG & TURF NE, LLC 218 CENTER RD FAIRFIELD, ME 04937-3316		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: FEDERATED SERVICE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 28304

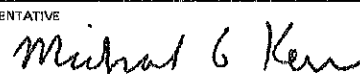
COVERAGES CERTIFICATE NUMBER: 425 REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	9815485	05/03/2022	05/03/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	9815485	05/03/2022	05/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	N	N	9815489	05/03/2022	05/03/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In III) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYER E.L. DISEASE - POLICY LIMIT

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

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.

<b>CERTIFICATE HOLDER</b> 155-093-5 NASSAU COUNTY 1 WEST ST MINEOLA, NY 11501-4813	<b>CANCELLATION</b> 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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>DESCRIPTION OF INTEREST IF APPLICABLE:</b>
Nassau County 1 West St Mineola, NY 11501	Any Coverage Provided by This Endorsement Pertains Only to Delivery of and Equipment Repairs Done While on Locations Owned, Operated or Leased by the Certholder. Additional Named Insured: United Ag & Turf NE LLC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Insured:**

United Ag & Turf  
7736 Central Park Dr  
Waco, TX 76712-6535



**Sullivan, Anette**

**From:** Tasmi, Kashfia (Parks) <Kashfia.Tasmi@parks.nyc.gov>  
**Sent:** Thursday, October 13, 2022 2:45 PM  
**To:** Sullivan, Anette  
**Subject:** RE: [EXTERNAL] Reference United AG & Turf

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

Hi Anette,

NYC Parks has done hundreds of Purchase orders with United AG & Turf who was called "CHIEF EQUIPMENT" in the past. I believe they recently changed their names.

As far as document request, invoicing and providing us with what we are looking for, they have done a great job and we have not had any problems with them. However, delivery lead-times have been long. This is getting some of the items from the Manufacturer has been long due to COVID.

We are satisfied with them and still use them.  
Hope this helps.

Thanks  
Kashfia

Kashfia Tasmi  
Procurement Analyst

T 212.830.7958  
F 212.830.7997  
E [Kashfia.Tasmi@parks.nyc.gov](mailto:Kashfia.Tasmi@parks.nyc.gov)

NYC Parks  
Arsenal West  
24 West 61 Street, 3 Fl.  
New York, NY 10023

Follow Parks on: [Facebook](#) | [Twitter](#) | [foursquare](#) | [Instagram](#) | [YouTube](#)

**From:** Sullivan, Anette <asullivan1@nassaucountyny.gov>  
**Sent:** Thursday, October 13, 2022 2:00 PM  
**To:** Tasmi, Kashfia (Parks) <Kashfia.Tasmi@parks.nyc.gov>  
**Subject:** [EXTERNAL] Reference United AG & Turf

You don't often get email from [asullivan1@nassaucountyny.gov](mailto:asullivan1@nassaucountyny.gov). [Learn why this is important](#)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Forward suspect email to [phish@oti.nyc.gov](mailto:phish@oti.nyc.gov) as an attachment (Click the More button, then forward as attachment).

Hi,

Your name has been provided as a reference from United AG & Turf. Briefly, can you please tell us if you had business dealings with this company and were you satisfied?



Nassau County Shared Services,  
Office of Purchasing

## Staff Summary A-25-2022

Subject: Glass And Plexiglass Provide and Provide And Install (S/B # 44049-11301-202)	Date: June 06, 2022
Department: Department of Shared Services Office of Purchasing	Vendor Name: Solar Glass
Department Head Name: Melissa Gallucci	Contract Number: A-25-2022
Department Head Signature <i>Melissa Gallucci</i>	Contract Manager Name: Timothy Funaro, Buyer

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
12/7/2022 <i>[Signature]</i>	CPO	<i>[Signature]</i>	Budget
9/20/22 <i>[Signature]</i>	County Atty.	<i>[Signature]</i>	County Exec.

Material Adverse Information Identified? No
---

### Narrative

**Purpose:** To authorize and award a blanket purchase order for Glass And Plexiglass Provide and Provide And Install for the Nassau County Department of Public Works for lines One through 35. Lines 36 to 38 will be rebid at a later date.

**Discussion:** This solicitation was advertised in Newsday, the New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs and CSEA was notified of this solicitation.

11 Vendors viewed the bid	2 Minority (African/American)	7 Small Business
3 Woman owned business	0 Veteran Owned Business	
0 Service Disabled (Veteran) owned business		
2 Vendors bid on this solicitation		
0 Woman owned business	0 Minority	0 Small Business
0 Service Disabled (Veteran) owned business	0 Veterans	

The identified lowest responsible bidder Solar Glass is not listed in any of the above categories.

**Impact on Funding/Term:** The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be Two Million Dollars (\$2,000,000.) from general funds PW06, PW0610, PWGEN0640, PWGEN0642, PWGEN0644 and from PWCAPCAP. The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services' option to renew up to an additional four (4) one (1) year periods and an additional two (2) month period, for a total term of five (5) years, two (2) months.

**Recommendation:** Department of Shared Services, Office of Purchasing recommends an award be given to Solar Glass as the lowest responsible bidder meeting specifications.

APPROVED: *[Signature]* 9/16/22  
INSURANCE SECTION (DATE)

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND SOLAR GLASS.

WHEREAS, the Nassau County Department of Shared Services, Office of Purchasing received competitive bids under sealed bid solicitation # 44049-11301-20 for Glass and Plexiglass Provide and Provide and Install for the Nassau County Department of Public Works, as more particularly describe in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Riles Committee that Solar Glass submitted the lowest responsible bid and meets all specifications for the Product and/ or services described in the said bid document as determined by the Commissioner of Shared Services; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase order with Solar Glass.

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-25-2022**

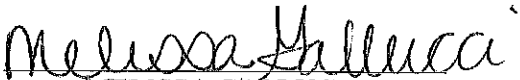
**FROM:** MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

**DATE:** June 06, 2022

**SUBJECT:** RESOLUTION – THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF TWO MILLION DOLLARS (\$2,000,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO SOLAR GLASS FOR “GLASS AND PLEXIGLASS PROVIDE AND PROVIDE AND INSTALL.”

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

  
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





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?

YES ☐ NO ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:

JULIA FOSTER [SOLARJULIEFOSTER@YAHOO.COM]

Dated: 11/10/2022 09:37:57 am

Vendor: SOLAR GLASS

Title: OFFICE MANAGER

### 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: 03/16/2022

1) Proposer's Legal Name: SOLAR GLASS INC

2) Address of Place of Business: 4030 AUSTIN BLVD

City: ISLAND PARK State/Province/  
Territory: NY Zip/Postal  
Code: 11558

Country: US

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/  
Territory: \_\_\_\_\_ Zip/Postal  
Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? ☐ O If other, please provide details:

4) Dun and Bradstreet number: 105845911

5) Federal I.D. Number: 11-2650424

6) The proposer is a: Corporation (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 ☒ 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, please 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, an explanation of the circumstances and corrective action taken.

- 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, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the circumstances and corrective action taken.

- 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.

- 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.

1-we would contact the County for guidance

2-we would do our best to correct the conflict situation

- 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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/20/1979

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

STEVEN SALERNO, 429 WEST WALNUT STREET, LONG BEACH, NY 11561, PRESIDENT

iii) Name, address and position of all officers and directors of the company. If none, explain.

STEVEN SALERNO, 429 WEST WALNUT STREET, LONG BEACH, NY 11561, PRESIDENT

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

10

vi) Annual revenue of firm;

1200000

vii) Summary of relevant accomplishments

SOLAR GLASS HAS HELD THE NASSAU COUNTY & TOWN OF HEMPSTEAD CONTRACTS PREVIOUSLY FOR MANY YEARS

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

B. Indicate number of years in business.

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

SOLAR GLASS HAS HELD NASSAU COUNTY CONTRACT PREVIOUSLY FOR MANY YEARS

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

Company RACANELLI CONSTRUCTION

Contact Person JERRY TUDISCO, CHENOA JUSTINVIL

Address 1895 WALT WHITMAN ROAD, SUITE 1

City MELVILLE

State/Province/Territory

NY

Country	US
Telephone	(631) 454-1010
Fax #	(631) 454-1212
E-Mail Address	jtudisco@racanelliconstruction.com

Company	EAST END BUILDERS		
Contact Person	JOHN RUBIN		
Address	P.O. BOX 1007		
City	LONG BEACH	State/Province/Territory	NY
Country	US		
Telephone	(631) 325-8498		
Fax #	(631) 325-7979		
E-Mail Address	eastendbuilders@aol.com		

Company	G & L BUILDERS		
Contact Person	GARY LUCAS		
Address	P.O. BOX 3110		
City	SAG HARBOR	State/Province/Territory	NY
Country	US		
Telephone	(631) 725-6816		
Fax #	(631) 725-6817		
E-Mail Address	garyjlucas@gmail.com		

I, JULIA FOSTER , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, JULIA FOSTER , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

#### **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.

Name of submitting business: SOLAR GLASS INC

Electronically signed and certified at the date and time indicated by:

JULIA FOSTER SOLARJULIEFOSTER@YAHOO.COM

OFFICE MANAGER

Title

11/10/2022

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: STEVEN SALERNO  
Date of birth: 11/23/1956  
Home address: 429 WEST WALNUT STREET

City:	<u>LONG BEACH</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11561</u>
Country:	<u>US</u>				

Business Address: 4030 AUSTIN BOULEVARD

City:	<u>ISLAND PARK</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11558</u>
Country:	<u>US</u>				
Telephone:	<u>516-889-1514</u>				

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	
Country:					
Telephone:					

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>01/20/1979</u>	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

President 100%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-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 an explanation of the circumstances and corrective action taken.

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- 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 an explanation of the circumstances and corrective action taken.

---

- 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 an explanation of the circumstances and corrective action taken.

---

- 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 an explanation of the circumstances and corrective action taken.

---

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

---

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 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 an explanation of the circumstances and corrective action taken.

11 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 an explanation of the circumstances and corrective action taken.

12 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 an explanation of the circumstances and corrective action taken.

13 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 an explanation of the circumstances and corrective action taken.

I, Steven Salerno , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Steven Salerno , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

SOLAR GLASS

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Steven Salerno GLASS97@AOL.COM

President

Title

11/18/2022 10:56:09 am

Date

COUNTY OF NASSAU

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

1. Name of the Entity: SOLAR GLASS

Address: 4030 AUSTIN BOULEVARD

City: ISLAND PARK State/Province/Territory: NY Zip/Postal Code: 11558

Country: US

2. Entity's Vendor Identification Number: 11-2650424

3. Type of Business: Closely Held Corp (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):

First Name	<u>STEVEN</u>		
Last Name	<u>SALERNO</u>		
MI		Suffix	
Address	<u>4030 AUSTIN BLVD</u>		
City	<u>ISLAND PARK</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11558</u>
Country	<u>US</u>		
Position	<u>PRESIDENT</u>		

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.

If none, explain.

STEVEN SALERNO, 429 WEST WALNUT STREET, LONG BEACH, NY 11561, PRESIDENT

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.

Are there lobbyists involved in this matter?  
YES [ ] NO [X]

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

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

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

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

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


Electronically signed and certified at the date and time indicated by:  
Steven Salerno [GLASS97@AOL.COM]

Dated: 09/07/2022 05:01:50 pm

Title: President

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

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 44049-11301-202
	<b>COUNTY OF NASSAU</b>		Dated: Ad. 11/04/2021
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PM		BID OPENING DATE November 30, 2021 11:00 A.M. E.D.S.T.
BUYER Timothy Funaro		TELEPHONE 516-571-7720	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Glass & Plexiglass Provide and Provide and Install

OFFICE OF PURCHASING

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

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THE 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 10% PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:

Various Nassau County Locations

GUARANTEED DELIVERY DATE

7-10 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

11-2650424

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER <u>Solar Glass</u>			
ADDRESS <u>4030 Austin Blvd</u>			
CITY <u>Island Park</u>	STATE <u>NY</u>	ZIP CODE <u>11558</u>	TELEPHONE <u>516-889-1514</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>Steven Salerno</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>President</u>	

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

## BID TERMS AND CONDITIONS

- 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.
- 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.
- PRICES The provisions of the New York State Fair Trade Law (Fedor-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- 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 be construed to 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.** Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

## DISCLOSURE STATEMENT

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

Bidders Name: Solar Mass  
Address: 4030 Austin Blvd Bland Park, NY 11558  
Telephone No: 516-889-1514 Fax No: 516-432-9013

1. State Whether: A Corporation ☒ \_\_\_\_\_  
Individual \_\_\_\_\_  
Partnership \_\_\_\_\_

## GUIDELINES FOR DISCLOSURE

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

1. State Whether:

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.

\*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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

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BIDDER

TITLE

BIDDER'S NAME: Solar Glass QUALIFICATION STATEMENT

ADDRESS: 4030 Austin Blvd, Bland Park, NY 11558  
COUNTY OF NASSAU

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

Steven Salerno 429 W. Walnut St, Long Beach NY 11561  
VICE PRESIDENT

SECRETARY

TREASURER

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

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 42 yrs

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? N/A

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<u>Steven Salerno</u>	<u>owner</u>	<u>40 yrs</u>	<u>Glass &amp; Structural Glass</u>	<u>Repair + New</u>

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

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TITLE

6. THE VENDOR'S FIRM  
7. THE VENDOR'S NAME

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

*Steven Salerno, President*

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: *Racanelli Construction*

ADDRESS: *1895 Walt Whitman Road Suite 1  
Melville NY 11747*

TELEPHONE: *631-454-1010* CONTACT PERSON: *Jerry Tudisco*

CONTRACT DATE: *6/6/20 HIA Mineola - Head Injury Association  
11/2/19 Dece Bus  
8/20/21 89th Ave Jamaica Queens*

2. REFERENCE'S NAME: *East End Builders*

ADDRESS: *PO Box 1007  
Long Beach, NY 11561*

TELEPHONE: *631-325-8498* CONTACT PERSON: *John Rubin*

CONTRACT DATE: *3/1/21 Food Authority  
9/20/21 105 Plymouth Court*

3. REFERENCE'S NAME: *G & L Builders*

ADDRESS: *PO Box 3110*

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TITLE

CONTRACT DATE:

*Sag Harbor, N.Y. 11963*

TELEPHONE: *631-725-6816* CONTACT PERSON *Gary Lucas*

CONTRACT DATE: *6/17/21* *Shake Shack*  
*2/12/20* *Bree Beem Sands Shopping Center*

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

OFFICE OF PURCHASING  
COUNTY OF NASSAU

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.

OFFICE OF PURCHASING  
COUNTY OF NASSAU

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

BIDDER SIGN HERE

*[Signature]*  
BIDDER

*[Signature]*  
TITLE



**IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION**

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

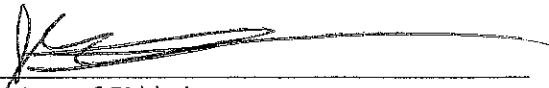
**PLEASE CHECK ONE:**

☒ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

**OR**

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 11/8/21

  
(Signature of Bidder)

Print Name: Steven Salerno

Print Title: president

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

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BIDDER

  
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Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

(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.

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(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.

(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.

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.

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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.

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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 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.

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.

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**INDEMNIFICATION:**

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

**COUNTY OF NASSAU  
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.

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.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

**M/WBE, SDVOB and DBE Participation:** The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

**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.

PRICE MUST BE IN  
TIME, YOU ARE  
OUR OFFICE

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

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BIDDER

TITLE

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

[https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN\\_DESKTOP:3445712403627:](https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:)

- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

REQUIRED County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

- d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

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TITLE

### REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing**, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

#### Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

<u>Value of Contract</u>	<u>Administrative Fee</u>
Up to \$10,000	\$0
Over \$10,000-\$50,000	\$160
Over \$50,000-\$100,000	\$266
Over \$100,000	\$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

#### Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All 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 Ordinance # 72-2014.

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TITLE



**INTENT**

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

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

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

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

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

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

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

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

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries. Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

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

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

NO PARTIAL PAYMENTS WILL BE PAID.

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**BIDDER**

**TITLE**

\*\*\*\*\*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.

OFFICE OF PURCHASING  
CLAIMANT NAME DATE  
BY (SIGNATURE) TITLE

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

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>  
**PAYMENT:** A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

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

If a claim voucher is not being submitted, the following certification **MUST** appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.  
Claimant Name Date  
By Signature Title

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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TITLE

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

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

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

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

**BIDDER SHALL STATE WARRANTY PERIOD:** \_\_\_\_\_

**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:**  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER SHALL STATE:**  
\_\_\_\_\_

**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.

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

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

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

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

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**BIDDER SIGN HERE**  
**STATE**

**BIDDER**

**TITLE**

**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.

**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.

DESCRIBED HEREIN OR  
USED ONLY TO INDICATE  
A BIDDER SUBMITTING  
EQUIVALENT  
ITEM

DESCRIBED HEREIN OR  
USED ONLY TO INDICATE  
A BIDDER SUBMITTING  
EQUIVALENT  
ITEM

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

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TITLE

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

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

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

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

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

**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.

The Contractor shall  
current coverage.

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**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.

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

**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.

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

#### **NON PERFORMANCE**

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

#### **DISCLAIMER**

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

#### **EVALUATION:**

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is

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further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

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NOTICE

READ THIS PAGE OF THE BID CAREFULLY

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

RIGHT TO KNOW LAW AND "OSHA"

COUNTY OF NASSAU

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

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

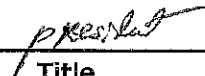
COUNTY OF NASSAU

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:  
PURSUANT TO A  
AS MANDATED

**CERTIFICATION:**

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

**X**   
Signature

  
Title

11/8/21  
Date

COUNTY OF NASSAU

IF YOUR BID  
AS MANDATED

IF YOUR BID

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OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
44049-11301-202

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

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

**VENDOR RESPONSIBILITY CRITERIA:** The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the 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.

**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.

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

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TITLE

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

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

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ as the act and deed of said Corporation or Partnership.

Identifying Data:

[3] Two attempts may be made to submit or not to submit.

Potential Contractor:

BID SHALL NOT

COMP

Address:

Street:

City, Town, etc:

Telephone:

Potential Contractor

If applicable, responsible Corporate Officer

Name

Signature:

Title:

Title

Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN  
AUTOMATIC REJECTION OF THE BID.

Telephone:

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If applicable, res

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**GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:**

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity or service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

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

**ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.

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

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

discrepancy between  
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.

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

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

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its judgment, the

**GENERAL CONDITIONS:**

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

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

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

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

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

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

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

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

accordance with the

Except as otherwise

**PARTICIPATION BY POLITICAL SUBDIVISIONS:** The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

accordance with the

Except as otherwise

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Living Wage

ALL BIDS MUST BE

Section 1. Authority and Usage

a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.

b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

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

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

b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

d. Employee and Employer.

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

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

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract  
 ii. An Employee is not:

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

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

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

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

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

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

### 3. Amendments, Extensions and Renewals

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

b. Determination of Applicability.

i. County Service Contracts.

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

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

ii. County Financial Assistance Agreements.

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

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

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

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

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B. If a Bidder signs the provisions of the Law over \$50,000, or in a situation where

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4. Waiver of the Law

a. Application of the Provision

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

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

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

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

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

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

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

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

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

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

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

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

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

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OR

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

OR

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

Services under the Expanded In-Home Services for the Elderly Program (EISEP)

Foster care services under the New York Social Services Law.

Residential domestic violence services under the New York Social Services Law.

Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

total annual bud

OR

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

i. Non-residential domestic violence services under the New York Social Services Law.

ii. Services under the Home Energy Assistance Program (HEAP)

Preventive services for children pursuant to the New York Social Services Law

Non-Secure detention services pursuant to the New York Executive Law.

Residential care, or

AND (if Criteria 1, 2 or 4)

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

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

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

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

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

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of

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compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

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

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

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

c. Waiver and Procurement

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

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

d. Review Procedures

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

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

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

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

e. Post-Award Review

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

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

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

iv. During such  
to so may result

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Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

- a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.
- b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

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

6. Certification of Compliance

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

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

7. Nassau County Employees

- a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.
- b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

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

Appendix L

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OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
44049-11301-202

the County  
Certificate of Compliance

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

The chief executive officer of the Contractor is:

Steven Salerno (Name)  
429 W Walnut St, Long Beach, NY 11561 (Address)  
516 8891514 (Telephone Number)

The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

In the past five years, Contractor has ☒ has not ☒ been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the past five years, 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:

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:

\_\_\_\_\_

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BIDDER SIGN HERE [Signature] BIDDER [Signature] TITLE [Signature]

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.

Dated

Signature of Chief Executive Officer

Contractor agrees  
County representatives  
investigating

Name of Chief Executive Officer

Sworn to before me this

17 day of NOVEMBER, 2021

Notary Public

ALAN J SCHLEFMAN  
Notary Public - State of New York  
NO. 01SC506499  
Qualified in Nassau County  
My Commission Expires Nov 25, 2022

Contractor agrees  
County representatives  
investigating

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NY STATE LABOR LAW

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

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

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

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

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

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

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

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

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

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

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

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

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever is greater", or similar language.

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**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.

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

required by Law, the  
Supreme Court in

**Estimated yearly Usage \$300,000.00**

SPECIFICATIONS: TO SUPPLY, SUPPLY AND INSTALL AND OR REPLACE VARIOUS TYPES OF GLASS PRODUCTS IN VARIOUS NASSAU COUNTY BUILDINGS. VENDOR TO SUPPLY ALL LABOR, MATERIAL, SUPPLIES AND EQUIPMENT

TO INSTALL GLASS AND OR PLASTICS. INDUSTRY AS TO WATER TIGHTNESS, AIR TIGHTNESS, TEMPERATURE CHANGES ETC.

ADDITIONAL THICKNESS OF MATERIALS AS WELL AS TYPES OF MATERIAL MAY BE ADDED TO

THIS BLANKED ORDER BY QUOTATION AND SUBSEQUENT AMENDMENT. IF ANY WORK IS

ESTIMATED TO EXCEED THE SUM OF THREE HUNDRED (\$300) DOLLARS, VENDOR MUST SUBMIT

A WRITTEN ESTIMATE TO THE REQUESTING AGENCY REFLECTING THE APPROPRIATE TOTAL COST FOR PARTS AND LABOR. THIS ESTIMATE MUST HAVE THE PRIOR WRITTEN APPROVAL OF THE REQUESTING AGENCY BEFORE ANY WORK IS PERFORMED. CLAIM VOUCHERS SUBMITTED

A WRITTEN ESTIMATE TO THE REQUESTING AGENCY REFLECTING THE APPROPRIATE TOTAL COST FOR PARTS AND LABOR. THIS ESTIMATE MUST HAVE THE PRIOR WRITTEN APPROVAL OF THE REQUESTING AGENCY BEFORE ANY WORK IS PERFORMED. CLAIM VOUCHERS SUBMITTED MUST INCLUDE A COPY OF THE APPROVED ESTIMATE AUTHORIZING SUCH WORK.

THERE WILL BE NO CHARGES FOR ESTIMATES AND OR QUOTES.

THE VENDOR MUST BID ON ALL LINE ITEMS WITHIN THIS BID. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION FROM THIS BID.

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

BIDDER SIGN HERE

BIDDER

TITLE

MUST BE  
THERE

\*\*\*\*\*  
RESPONSE TIME 4 HOURS FOR EMERGENCY CALLS AND 1 BUSINESS DAY FOR NON-EMERGENCY CALLS  
\*\*\*\*\*

PART B ALLOWS FOR THE PURCHASE OF MATERIAL ONLY

DELIVERY: BIDDERS ARE REQUIRED TO STATE GUARANTEED DELIVERY DATE IN TERMS OF DAYS AFTER RECEIPT OF ORDER IN THE SPACE PROVIDED. BIDDERS ARE CAUTIONED TO POST REALISTIC DELIVERY DATES. GUARANTEED DELIVERY DATES WILL BE STRICTLY ENFORCED.

STATE GUARANTEED DELIVERY DATE: 7-10 working days

\*\*\*\*\*  
*All pricing is for Material Square Footage  
No Labor Included.  
Seperate Line Item for Labor #16*

1. 440-49 EA 16<sup>80</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
CLEAR TEMPERED GLASS 1/4 INCH THICK COST PER SQ FT INCLUDING LABOR

2. 440-49 EA 17<sup>00</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
CLEAR WIRED GLASS 1/4 INCH THICK COST PER SQ FT INCLUDING LABOR

3. 440-49 EA 19<sup>95</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
CLEAR INSULATED GLASS 1/4 INCH THICK COST PER SQ FT INCLUDING LABOR

4. 440-49 EA 9<sup>35</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PLATE GLASS 1/4 INCH THICK COST PER SQ FT INCLUDING LABOR

5. 440-49 EA 12<sup>90</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
TINTED PLATE GLASS 1/4 INCH THICK COST PER SQ FT INCLUDING LABOR

6. 440-49 EA 11<sup>70</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
SAFETY GLASS 1/4 INCH THICK COST PER SQ FT INCLUDING LABOR

7. 440-49 EA 19<sup>00</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
SAFETY GLASS 3/8-INCH-THICK COST PER SQ FT INCLUDING LABOR

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

BIDDER SIGN HERE

BIDDER

TITLE

8. 440-49

EA 15<sup>00</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED

POLYCARBONATE WINDOW GRADE 1/8-INCH-THICK COST PER SQ FT INCLUDING LABOR

9. 440-49

EA 20<sup>00</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED

POLYCARBONATE WINDOW GRADE 3/16-INCH-THICK COST PER SQ FT INCLUDING LABOR

10. 440-49

EA 23<sup>00</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED

POLYCARBONATE WINDOW GRADE 1/4 INCH THICK COST PER SQ FT  
INCLUDING LABOR

11. 440-49

EA 35<sup>00</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED

POLYCARBONATE WINDOW GRADE 1/2 INCH THICK COST PER SQ FT  
INCLUDING LABOR

12. 440-49

EA 29<sup>00</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED

POLYCARBONATE WINDOW GRADE 3/8-INCH-THICK COST PER SQ FT  
INCLUDING LABOR

13. 440-49

EA 29<sup>00</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED

POLYCARBONATE WINDOW GRADE 1/2 INCH THICK INCLUDING LABOR

14. 440-49

EA 10<sup>00</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED

ACRYLIC WINDOW GRADE PLEXIGLASS 1/8-INCH-THICK INCLUDING LABOR

15. 440-49

EA 10<sup>00</sup>

HEAT TEMPERED GLASS, PARTIALLY TEMPERED

ACRYLIC WINDOW GRADE PLEXIGLASS 1/4 INCH THICK INCLUDING LABOR

16. 910-30

EA \$ 90<sup>hr</sup>

GLASS REPLACEMENT, BUILDING

LABOR BETWEEN THE HOURS OF 9AM AND 5PM MONDAY THROUGH FRIDAY

QUARTER HOURS WILL BE IN PROPORTION TO THE HOURLY RATE

REGULAR HOURLY RATE

17. 910-30

EA \$ 112<sup>hr</sup>

GLASS REPLACEMENT, BUILDING

OVERTIME RATES: ALL OTHER TIMES (AFTER 5PM OR BEFORE 9AM MONDAY THROUGH  
FRIDAY OR ANYTIME ON SATURDAY OR SUNDAY OR ANY NYS RECONISED HOLIDAYS)

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

BIDDER SIGN HERE

BIDDER

TITLE



- 18 910-30 EA \$ 112<sup>hr</sup>  
GLASS REPLACEMENT, BUILDING  
OVERTIME RATES: ALL OTHER TIMES (AFTER 5PM OR BEFORE 9AM MONDAY THROUGH  
FRIDAY OR ANYTIME ON SATURDAY OR SUNDAY)  
QUARTER HOURS WILL BE IN PROPORTION TO THE HOURLY RATE  
OVERTIME HOURLY RATE:
- 19 440-49 EA 985  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
CLEAR TEMPERED GLASS 1/4 INCH THICK PRICE PER SQ FT.
- 20 440-49 EA 890  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
CLEAR WIRED GLASS 1/4 INCH THICK PRICE PER SQ FT.
- 21 440-49 EA 10<sup>00</sup>  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
CLEAR INSULATED GLASS 1/4 INCH THICK PRICE PER SQ FT.
- 22 440-49 EA 690  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
PLATE GLASS 1/4 INCH THICK PRICE PER SQ FT.
- 23 440-49 EA 980  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
TINTED PLATE GLASS 1/4 INCH THICK PRICE PER SQ FT.
- 24 440-49 EA 1170  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
SAFETY GLASS 1/4 INCH THICK PRICE PER SQ FT.

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

BIDDER SIGN HERE

BIDDER

TITLE

25 440-49  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
SAFETY GLASS 3/8-INCH-THICK PRICE PER SQ FT.

EA 19<sup>00</sup>

26 440-49  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
Polycarbonate 1/8-INCH-THICK PRICE PER SQ FT.

EA 15<sup>00</sup>

27 440-49  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
Polycarbonate 3/16-INCH-THICK PRICE PER SQ FT.

EA 20<sup>00</sup>

28 440-49  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
POLYCARBONATE WINDOW GRADE 1/4 THICK PRICE PER SQ FT.

EA 23<sup>00</sup>

29 440-49  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
POLYCARBONATE WINDOW GRADE 1/2 INCH THICK PRICE PER SQ FT.

EA 27<sup>00</sup>

30 440-49  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
POLYCARBONATE WINDOW GRADE 3/8-INCH-THICK PRICE PER SQ FT.

EA 29<sup>00</sup>

31 440-49  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
POLYCARBONATE WINDOW GRADE 1/2 INCH THICK PRICE PER SQ FT.

EA 27<sup>00</sup>

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

BIDDER SIGN HERE

BIDDER

TITLE

- 32 440-49 EA 97<sup>00</sup>  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
ACRYLIC WINDOW GRADE PLEXIGLASS 1/8-INCH-THICK PRICE PER SQ FT.
- 33 440-49 EA 14<sup>00</sup>  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
1" HEAT TEMPERED INSULATED GLASS CLEAR OVER CLEAR  
PRICE PER SQ FT.
- 34 440-49 EA 14<sup>00</sup>  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
PART B MATERIAL ONLY  
1" HEAT TEMPERED INSULATED GLASS TINTED OR LOW-E  
PRICE PER SQ FT.
- 35 440-30 EA 14<sup>00</sup>  
GLASS TINTING FILM  
PRICEING FOR TINT MATERIAL ONLY BIDDER WILL USE LABOR RATES

THAT ARE DEFINED IN THIS CONTRACT WITH

DARK TINT GLARE REDUCTION ----- \$ 14<sup>00</sup> SQ FT.  
REFLECTIVE TINT ----- \$ 14<sup>00</sup> SQ FT.  
WHITE OR BLACK OUT FILM ----- \$ 14<sup>00</sup> SQ FT.  
REMOVAL OF OLD TINT ----- \$ 13<sup>00</sup> SQ FT.

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

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BIDDER

TITLE

36 440-49 EA \_\_\_\_\_  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
BULLET RESISTANT GLASS price per square foot.

Level 1 \$ \_\_\_\_\_  
Level 2 \$ \_\_\_\_\_  
Level 3 \$ \_\_\_\_\_  
Level 4 \$ \_\_\_\_\_  
Level 5 \$ \_\_\_\_\_  
36 Level 6 \$ \_\_\_\_\_  
Level 7 \$ \_\_\_\_\_  
Level 8 \$ \_\_\_\_\_

*Bullet Resistant Glass  
Needs To Be priced per Individual  
Job Requirements.*

37 440-49 EA \_\_\_\_\_  
HEAT TEMPERED GLASS, PARTIALLY TEMPERED  
BALLISTIC FRAMING FOR BULLET RESISTANT GLASS PRICE PER LNFT

Level 1 \$ \_\_\_\_\_  
Level 2 \$ \_\_\_\_\_  
36 Level 3 \$ \_\_\_\_\_  
Level 4 \$ \_\_\_\_\_  
Level 5 \$ \_\_\_\_\_  
Level 6 \$ \_\_\_\_\_  
Level 7 \$ \_\_\_\_\_  
Level 8 \$ \_\_\_\_\_

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

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BIDDER

TITLE

**BIDDER'S  
OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL  
44049-11301-202**

38 910-30  
GLASS REPLACEMENT, BUILDING

EA \_\_\_\_\_

FOR ANY PARTS NOT LISTED ABOVE INCLUDING BUT NOT LIMITED TO:

GLASS, FRAMES, POLYCARBONATE WINDOW GRADE, ACRYLIC WINDOW GRADE PLEXIGLASS AND  
STORE FRONTS.

ALL BIDS MUST

BIDDER'S

PARTS:

MANUFACTURER'S LIST PRICE (MLP) LESS 10%

COST PLUS % 15%

Subcontractor Cost Plus 15% %

Self-Owned Equipment (Scaffolding, Boom Truck etc.) will be billed at the most current version of the EquipmentWatch Blue Book Ownership and Operating rates when applicable. A copy of the most current EquipmentWatch page that displays the equipment that was used must be submitted with the claim.

Contractor must remove, all hazardous materials and liquids removed during the normal course of maintenance or repairs. Contractor must maintain and submit proof of proper disposal with their claim for the services being rendered.

Rigging must have prior approval from the using agency and will be reimbursed if a paid invoice is submitted with the claim

Heavy equipment rentals will be reimbursed without markup if a paid invoice is submitted with the claim.

In all cases, all equipment rentals and material purchases shall be approved by a designated County representative prior to commencement of work.

Vendor will send one technician unless specified by and/or agreed upon by County representative prior to commencement of work.

Contractor will maintain stock of regular supply items commonly used in their trade (i.e. Tape, screws, cable ties, adhesive liquids, etc.) and ensure that mechanics arrive at the jobsite adequately supplied with such. Departures from job site to obtain such items shall not be charged as time worked to the county. Departures from the job site for OEM parts will be with prior approval of the designated agency representative and shall be obtained from a supplier as local to the job site as reasonably possible.

In all cases, all equipment  
rentals and material purchases shall be  
approved by a designated County representative  
prior to commencement of work.

Vendor will send

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

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BIDDER

TITLE

On all jobs performed by the vendor, job location shall be restored to a safe and aesthetically acceptable condition prior to departure.

Vendor must be able to work at multiple sites at any given time. Proof of adequate qualified employees may be requested prior to award.

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

1. Time sheet signed by authorized county personnel. Time sheets shall show time of arrival and time of departure. Travel time to and from place of employment or prior jobs shall not be considered in the total work time charged to the using agency and must not be submitted.

2. Details of parts used:

Only actual system components will be billed. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim without revision or eradication.

Exception: Contractor may block-out credit payment details on invoice. Compliance with the above is necessary in order to expedite the payment. Claims without the above will be returned to contractor without payment until a complete claim is submitted

WARRANT PERIOD: ON SERVICE, REPAIR RENDERED

PARTS: 365 DAYS

LABOR: 365 DAYS

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

BIDDER SIGN HERE

BIDDER

TITLE

OFFICE OF PURCHASING  
SUMMARY OF BIDS  
OPENED: November 30, 2021 AT 11 A.M.  
BID NO: 44049-11301-202  
REQ. NO: N/A  
TITLE: GLASS & PLEXIGLASS SUPPLY PROVIDE  
AND PROVIDE AND INSTALL

ITEM #	ARTICLE	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	DETAILS OF AWARD
1	CLEAR TEMPERED GLASS 1/4 IN	EA	125.00	16.80												
2	CLEAR WIRED GLASS 1/4 IN	EA	125.00	17.00												
3	CLEAR INSULATED GLASS 1/4 IN	EA	125.00	19.85												
4	PLATE GLASS 1/4 IN	EA	125.00	9.35												
5	TINTED PLATE GLASS 1/4 IN	EA	125.00	12.90												
6	SAFTEY GLASS 1/4 IN	EA	125.00	11.70												
7	SAFTEY GLASS 3/8 IN	EA	195.00	19.00												
8	POLYCARBONATE WINDOW GRADE 1/8 IN	EA	175.00	15.00												
9	POLYCARBONATE WINDOW GRADE 3/16 IN	EA	185.00	20.00												
10	POLYCARBONATE WINDOW GRADE 1/4 IN	EA	195.00	23.00												
11	POLYCARBONATE WINDOW GRADE 1/2 IN	EA	195.00	35.00												
12	POLYCARBONATE WINDOW GRADE 3/8 IN	EA	225.00	29.00												
13	POLYCARBONATE WINDOW GRADE 1/2 IN	EA	285.00	29.00												
14	PLEXIGLASS 1/8 IN	EA	185.00	10.00												
15	PLEXIGLASS 1/4 IN	EA	195.00	10.00												
16	LABOR 9AM-5PM	EA	199.00	90.00												
17	OT ALL OTHER TIMES AFTER 6PM BEFORE 9AM	EA	299.00	112.00												
18	OT 1/4 HR ALL OTHER TIMES AFTER 5PM BEFORE 9AM	EA	399.00	112.00												
19	PART B															
20	CLEAR TEMPERED GLASS 1/4 IN	EA	125.00	9.85												
21	CLEAR WIRED GLASS 1/4 IN	EA	125.00	8.90												
22	CLEAR INSULATED GLASS 1/4 IN	EA	125.00	10.00												
23	PLATE GLASS 1/4 IN	EA	125.00	6.90												
24	TINTED PLATE GLASS 1/4 IN	EA	125.00	9.80												
25	SAFTEY GLASS 1/4 IN	EA	125.00	11.70												
26	SAFTEY GLASS 3/8 IN	EA	175.00	19.00												
27	Polycarbonate 1/8 IN	EA	185.00	15.00												
28	Polycarbonate 3/16 IN	EA	195.00	20.00												
29	Polycarbonate 1/4 IN	EA	195.00	23.00												
30	Polycarbonate 1/2 IN	EA	225.00	27.00												
31	Polycarbonate 3/8 IN	EA	235.00	29.00												
32	Polycarbonate 1/2 IN	EA	245.00	27.00												
33	PLEXIGLASS 1/8 IN	EA	165.00	9.70												
34	1" HEAT TEMPERED INSULATED GLASS CLEAR	EA	285.00	14.00												
35	1" HEAT TEMPERED INSULATED GLASS TINTED	EA	295.00	14.00												
	GLASS TINTING FILM	SQ FT.	125.00	14.00												
	DARK TINT GLARE REDUCTION	SQ FT.	125.00	14.00												
	REFLECTIVE TINT	SQ FT.	125.00	14.00												
	WHITE OR BLACK OUT FILM	SQ FT.	125.00	14.00												
	REMOVAL OF OLD TINT	SQ FT.	125.00	13.00												
36	BULLET RESISTANT GLASS LEVEL 1	\$	SEE BID	SEE BID												
	BULLET RESISTANT GLASS LEVEL 2	\$	SEE BID	SEE BID												

[illegible][illegible]

Claudia Colasurdo hereby certifies that the bids listed above were opened in accordance with the provisions of the Request for Proposals. The place specified herein and that above is a correct transcription from the original bids received.

11/30/01 Claudia Colasurdo  
date





## FORMAL BID RECOMMENDATION

BID NUMBER 44049-11301-202

OPEN November 30, 2021

TITLE: Glass & Plexiglass provide and Provide and Install

DATE: September 15, 2022

TO: BUYER – Timothy Funaro

FROM: ADMINISTRATION

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

		Bid Results
		Bidder
<p>Date: September 15, 2022 To: Supervisor From: Buyer Timothy Funaro</p> <p>List of recommended awards in accordance with the at 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.</p> <p><i>Timothy Funaro</i> Buyer</p>	Item	
	1-35	Recommend an award be given to Solar Glass as the lowest responsible bidder meeting specifications and bid terms
	36-38	Recommend an no award and re-bid, did not receive any bids for these items.
<p>Date: _____</p> <p>To: Director From: Supervisor</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p>Concur Disagree (See Reverse)</p>		
<p>Date: <u>9/15/22</u></p> <p>To: Buyer <input checked="" type="checkbox"/> From: Director</p> <p>Approved for Award Approved for No Award</p> <p><input type="checkbox"/> Hold award pending discussion</p> <p>NO <input type="checkbox"/> Subject to Legislature Approval</p> <p>YES <input checked="" type="checkbox"/> Subject to Legislature Approval</p> <p>_____ Director <i>C. Adelman</i></p>		

The bases for this award recommendation come from seven invoices received from the Department of Public Works. There were 79.66 sq. ft. of tinted glass, 16 sq. ft. of ¼ " clear plate glass, 82.28 sq. ft. of clear safety glass and 35.46 sq. ft. clear insulated glass, from this the following chart was created.

Line #	Alert Glass	Solar Glass
Line 11 79.66 sq. ft.	79.66 sq. ft. X \$125.99 = \$9,957.50	79.66 sq. ft. X \$14.00 = \$1,115.24
Line 8 16.00 sq. ft.	16 sq. ft. X \$125.00 = \$2,000.00	16 sq. ft. X \$9.35 = \$149.60
Line 2 82.28 sq. ft.	82.28 sq. ft. X \$125.00 = \$10,285.00	82.28 sq. ft. X \$11.70 = \$962.68
Line 1 35.46 sq. ft.	35.46 sq. ft. X \$125.00 = \$ 4,432.59	35.46 sq. ft. X \$19.85 = \$703.88
Labor	Included in the above	82 hrs. X 90.00/hr. = \$7380.00
<b>Total</b>	<b>\$ 26,655.09</b>	<b>\$ 10,311.40</b>

The method used in creating the above chart is as follows:

I took the sq. ft. per line as per the invoices and I multiplied by the sq. ft price. Alert Glass included the cost of labor in their bid price of \$125.00. Solar Glass did not include labor in their bid per line but only gave the material cost plus the labor rate of \$90.00 per hour Solar Glass's regular hourly rate. The 82 hours of labor came from the invoices received from the Department of Public Works. I added the 82 hours to Solar Glasses column but not Alert Glass as they already included the labor is the \$125.00.

**Funaro, Timothy G**

---

**From:** Marino, Anthony M  
**Sent:** Tuesday, January 11, 2022 2:24 PM  
**To:** Funaro, Timothy G; Maroni, Fredrick  
**Cc:** Camacho, John  
**Subject:** RE: glass bid

No they have been working good for us through RQ's

Anthony Marino  
Deputy Superintendent of Buildings  
Nassau County Department of Public Works  
Facilities Management Unit  
Eisenhower Park  
Phone 516-572-0536

---

**From:** Funaro, Timothy G <tfunaro@nassaucountyny.gov>  
**Sent:** Tuesday, January 11, 2022 2:23 PM  
**To:** Marino, Anthony M <AMarino@nassaucountyny.gov>; Maroni, Fredrick <fmaroni@nassaucountyny.gov>  
**Cc:** Camacho, John <jcamacho@nassaucountyny.gov>  
**Subject:** glass bid

Tony,

This is in regard to the formal sealed bid for glass & plexiglass provide and provide and install formal sealed bid number 44-49-11301-202. The apparent low bidder is Solar Glass do you have any issues with awarding to Solar Glass please let me know.

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



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received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

Informal Bid Title:

bid #'s

Comparison OF Bids

Recommended Vendor N/A

Requisition # N/A

Pre-Encumbrance: N/A

Buyer Timothy Funaro

Purchas Order #

% and \$ amount difference plus or minus over

Pre-Encumbrance #VALUE! #VALUE!

Vendors

line	qty	Solar Glass		Alert Glass		Vendor # 3		Vendor # 4		Vendor # 5		low bid
		unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	
1	1	16.80	16.80	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	16.80
2	1	17.00	17.00	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	17.00
3	1	19.85	19.85	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	19.85
4	1	9.35	9.35	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	9.35
5	1	12.90	12.90	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	12.90
6	1	11.70	11.70	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	11.70
7	1	19.00	19.00	195.00	195.00	0.00	0.00	0.00	0.00	0.00	0.00	19.00
8	1	15.00	15.00	175.00	175.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00
9	1	20.00	20.00	185.00	185.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00
10	1	23.00	23.00	195.00	195.00	0.00	0.00	0.00	0.00	0.00	0.00	23.00
11	1	35.00	35.00	195.00	195.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00
12	1	29.00	29.00	225.00	225.00	0.00	0.00	0.00	0.00	0.00	0.00	29.00
13	1	29.00	29.00	295.00	295.00	0.00	0.00	0.00	0.00	0.00	0.00	29.00
14	1	10.00	10.00	185.00	185.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
15	1	10.00	10.00	195.00	195.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
16	1	90.00	90.00	199.00	199.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00
17	1	112.00	112.00	299.00	299.00	0.00	0.00	0.00	0.00	0.00	0.00	112.00
18	1	112.00	112.00	399.00	399.00	0.00	0.00	0.00	0.00	0.00	0.00	112.00
19	1	9.85	9.85	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	9.85
20	1	8.90	8.90	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	8.90
21	1	10.00	10.00	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
22	1	6.90	6.90	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	6.90
23	1	9.80	0.00	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	1	11.70	11.70	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	11.70
25	1	19.00	19.00	175.00	175.00	0.00	0.00	0.00	0.00	0.00	0.00	19.00
26	1	15.00	0.00	185.00	185.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	1	20.00	20.00	195.00	195.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00
28	1	23.00	23.00	195.00	195.00	0.00	0.00	0.00	0.00	0.00	0.00	23.00
29	1	27.00	27.00	225.00	225.00	0.00	0.00	0.00	0.00	0.00	0.00	27.00
30	1	29.00	29.00	235.00	235.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	1	27.00	27.00	245.00	245.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	1	9.70	9.70	165.00	165.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	1	14.00	14.00	285.00	285.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	1	14.00	14.00	295.00	295.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	1	14.00	14.00	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	1	14.00	14.00	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
37	1	14.00	14.00	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38	1	14.00	14.00	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39	1	13.00	13.00	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	1	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	1	15.00	15.00	100.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42	1	15.00	15.00	100.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
sum			930.65		7267.00		0.00		0.00		0.00	
shi	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total			930.65	Total	7267.00		0.00	Total	0.00	Total	0.00	727.95
Delivery	10 days			Stock								
Terms	10/20/n30			Net 30								
F.O.B.	Dest.			Dest.								
Vin	112650424			202537281								0.00
Tel No.	516-889-1514			631-666-7000								
Verbal	Steven Salerno			Steven Sarbak								
Date	11/30/2021 sealed bid			11/30/2021 sealed bid								
e-mail												

Notes

Formal Sealed Bid number 44049-11301-202 Title: Glass & Plexiglass Provide and Provide and Install

\* key 0=No Bid



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/18/2022

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).

<b>PRODUCER</b> SECUR-ALL AGENCY One Dupont Street Suite 209 Plainview NY 11803		<b>CONTACT NAME:</b> Kathleen Bogdan <b>PHONE (A/C, No, Ext):</b> (516) 576-0300 <b>E-MAIL ADDRESS:</b> kathee@secur-all.com <b>FAX (A/C, No):</b> (516) 576-0310		
<b>INSURED</b> Solar Glass Creations Inc 4030 Austin Boulevard Island Park NY 11558-1227		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Merchants Mutual Insurance Company		23329
		INSURER B: Utica National Assurance Co.		10687
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 22/23 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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability	Y		CMP9156643	03/17/2022	03/17/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							DCGAL \$ 1,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP9269158	03/17/2022	03/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							Medical payments \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000			CUP9149602	03/17/2022	03/17/2023	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5003287	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

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

Description of Operations:  
Replacement glass, Storefront Repairs, Glass Installation, Shower doors.  
The certificate holder is named as an additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

NASSAU COUNTY OFFICE OF CONSUMER AFFAIRS 240 OLD COUNTRY ROAD MINEOLA NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: 00002149

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY SECUR-ALL AGENCY		NAMED INSURED Solar Glass Creations Inc
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

30 Days notice of cancellation.



Certified: --

**E-1-23**

Filed with the Clerk of the Nassau County  
Legislature January 2, 2023 4:20pm

**NIFS ID: CFPW22000009**

Capital: X

Contract ID #: CFPW22000009

NIFS Entry Date: 09/29/2022

**Department: Public Works**

Service: Construction Management for Bay Park SCADA  
System Improvements S35117-04M

Term: Term shall commence with written NTP from the  
Department, and will be for 20 months, with an option to extend  
for an additional 12 months with letter from Commissioner.

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	<b>Yes</b>
2) Comptroller Approval Form Attached:	<b>Yes</b>
3) CSEA Agmt. & 32 Compliance Attached:	<b>Yes</b>
4) Significant Adverse Information Identified? (if yes, attach memo):	<b>No</b>
5) Insurance Required:	<b>Yes</b>

Vendor/Municipality Info:	
Name: <b>Gannett Fleming Engineers and Architects, P.C.</b>	ID#: <b>232935505</b>
Main Address: <b>88 Froehlich Farm Blvd Woodbury, NY 11797</b>	
Main Contact: <b>Mira Tagliento</b>	
Main Phone: <b>(516) 730-3530</b>	

Department:
Contact Name: <b>Christopher Vella</b>
Address: <b>NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793</b>
Phone: <b>(516) 571-7523</b>
Email: <b>LDionisio@nassaucountyny.gov, EKobel@nassaucountyny.gov, AHAMILTON@NASSAUCOUNTYNY.GOV, DPWcontractadmin@nassaucountyny.gov, Adrian.hamilton@jacobs.com</b>

## Contract Summary

**Purpose:** This contract is for Gannett Fleming Engineers & Architects, PC to provide Construction Management for the Bay Park SCADA System Improvements project.

**Method of Procurement:** An RFP was issued on 09/01/2021 for best value, in accordance with the County's procurement policy. The RFP was advertised in Newsday, the NYS Contract Reporter and on the County's Solicitation Board.

**Procurement History:** An RFP was issued on 09/01/2021 for CM services to support the Bay Park SCADA project. On 10/15/2021 six (6) proposals were received, and Gannett Fleming was selected as the best value to the County. The selection committee consist of Chris Vella (Construction Inspector II), Gerald Ennis Environmental (Specialist III), Karen Fay (Sanitary



Engineer III), and Vinny Falkowski (Deputy Commissioner). The RFP was advertised in Newsday, the NYS Contract Reporter and on the County's Solicitation Board.

**Description of General Provisions:** This agreement with Gannet Fleming Engineers & Architects, PC provides for complete construction services including furnishing resident engineers, inspectors, schedules, cost estimators, evaluation of contractor claims, pre-bid constructability reviews and other construction management services related to the Bay Park SCADA System Improvements project.

**Impact on Funding / Price Analysis:** Maximum amount for this contract is \$523,631.29 for a term of 20 months and a 12 month renewal option. Funding is available in Capital Project No 35117.

**Change in Contract from Prior Procurement:** None.

**Recommendation:** Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CSW			00	PWCSWCSW	00003	PWCSWCSW 00003 35117 004	01	\$523,631.29
						<b>TOTAL</b>		<b>\$523,631.29</b>

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction	103	County	\$0.00
		Federal	\$0.00
		State	\$0.00
		Capital	\$523,631.29
		Other	\$0.00
		<b>Total</b>	<b>\$523,631.29</b>

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

## Routing Slip

Department			
NIFS Entry	Roseann D'Alleva	09/30/2022 11:22AM	Approved
NIFS Final Approval	Roseann D'Alleva	09/30/2022 11:22AM	Approved
Final Approval	Roseann D'Alleva	09/30/2022 11:22AM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	09/30/2022 11:23AM	Approved
Final Approval	Roseann D'Alleva	09/30/2022 11:23AM	Approved
County Attorney			
RE & Insurance Verification	Nick Sarandis	10/04/2022 11:10AM	Approved
Approval as to Form	Richard Soleymanzadeh	09/30/2022 04:15PM	Approved
NIFS Approval	Mary Nori	10/04/2022 12:59PM	Approved
Final Approval	Mary Nori	10/04/2022 12:59PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	09/30/2022 12:14PM	Approved
NIFA Approval	Christopher Nolan	10/17/2022 08:21PM	Approved
Final Approval	Christopher Nolan	10/17/2022 08:21PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	10/25/2022 05:28PM	Approved
DCE Compliance Approval	Robert Cleary	10/28/2022 11:34AM	Approved
Vertical DCE Approval	Arthur Walsh	01/02/2023 03:44PM	Approved
Final Approval	Arthur Walsh	01/02/2023 03:44PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	01/02/2023 04:12PM	Approved

<b>Legislature</b>			
Final Approval			In Progress
<b>Comptroller</b>			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2023

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 GANNETT FLEMING ENGINEERS & ARCHITECTS, PC.

WHEREAS, the County has negotiated a personal services agreement with Gannett Fleming Engineers & Architects, PC, 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 Gannett Fleming Engineers & Architects, PC.

## 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 (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Gannett Fleming Engineers & Architects, PC., having its principal office at 88 Froehlich farm Blvd., Suite 450, Woodbury, NY 11797 (the "Firm" or the "Contractor").

### W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

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 upon the date (the "Commencement Date") that is set forth in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services (as defined below) and shall terminate on the Twenty (20th) month from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. The Commencement Date shall be on or after the Effective Date. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to Thirty-two (32) 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 the S35117-04M Bay Park STP SCADA System Improvements, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. 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 Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

### 3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed Five Hundred Twenty-three Thousand, Six Hundred Thirty-One Dollars and Twenty-nine Cents (\$523,631.29) (the "Maximum Amount").

(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 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 "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, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) 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.

(b) 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.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and the Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

(c) 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, may constitute 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."

(d) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(e) Protection of Client Information. The firm acknowledges and agrees that all information that the Firm acquires in connection with the performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement,

(ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, *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 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 this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii)

compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the 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 Agent to perform some, or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

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

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any

schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the 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 Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Gannett Fleming Engineers & Architects, PC.

By: Thomas B Pursel  
Name: Thomas B. Pursel  
Title: Vice President  
Date: 3/30/2022

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 30 day of March in the year 2022 before me personally came Thomas Pursel to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Westchester; that he ~~or she~~ is the Vice President of Gannett Fleming Engineers & Architects 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

MIRA M TAGLIANTO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01TA6138664  
Qualified in Suffolk County  
My Commission Expires 12-27-2021

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 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

## EXHIBIT "A"

### DETAILED SCOPE OF SERVICES

The County requires the Construction Manager (CM) to provide comprehensive construction phase services and to coordinate these services with the County's third party Program Manager, (PM). The scope of services to be performed in the respective phases (which will overlap) is summarized below:

#### **2.1 Construction Phase Services**

2.1.1 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 combined construction phase is scheduled for 730 days. The CM should include one (1) month of pre-construction duties and one (1) month of post-construction duties as noted in Section 1 in their proposal.

2.1.2 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. This project is being built under a Project Labor Agreement (PLA) using a single prime Construction Contractor ("CC"). The CM will perform as the PLA administrator of Nassau County's Master Project Labor Agreement as amended for this project, and will advise the CC of the PLA requirements for this particular project. 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, as well as a copy of the Program Construction Management Manual, prepared on behalf of the County by the PM. Administer the construction of the Project, including scheduling of the Work and coordination of the CC. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The FIRM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

2.1.3 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager and the Design Engineer to devise appropriate modifications to the Contract Documents.

2.1.4 Quality Assurance - The FIRM 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 the CC with respect to conformance to the Construction Documents, based upon the guidelines presented in the Cedar Creek Program Construction Management Manual. 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 CC. The CM shall promptly notify the County, Program Manager, Design Engineer, and CC, 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.

2.1.5 Scheduling - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software as approved, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon approval of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC, and shall provide information to the PM for integration to and updating of the Program Master Schedule and shall discuss and agree upon recovery steps with the Program Manager.

2.1.6 Cash Flow Forecast - With the cooperation of the CC, 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. The baseline cash flow forecast and all revisions shall also be forwarded to the PM for integration into the Master Program Budget and Cost Forecasting Tool.

2.1.7 Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade 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 CC's contract, to ensure that the CC's workforce is sufficient and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

2.1.8 Information Management System – The CM shall 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 by the CM for a period of six (6) years after completion of

services. The CM shall implement, and maintain on a current (daily) basis, a web-based information management system to track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. The web-based information management system (such as Submittal Exchange, or similar) shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. At the minimum, the CM shall implement a web-based information management system for the exchange of submittals and provide and maintain access to all project participants. The CC's submittals such as shop drawings, product data, and samples, shall be routed directly and concurrently to the CM and Design Engineer. The CM shall promptly review them for completeness and responsiveness, log and confirm the submittal is fit for review by the Design Engineer. All distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer, 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 CC and is responsible for documenting acceptability and the transfer of these items to Plant Operations, in both paper and electronic formats.

2.1.9 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's 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. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the PM.

2.1.10 Meetings – Schedule and conduct regular bi-weekly job progress meetings with the CC, the Design Engineer, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend periodic meetings with the County, the Program Manager and/or the Design Engineer. 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.

2.1.11 Reporting – The CM shall prepare bi-weekly written progress reports and promptly deliver five (5) copies of same to the County, and one (1) copy to the Program Manager. Such reports shall include the following information at a minimum:

- A. Work activities performed during the reporting period and those activities scheduled to be performed in the next 2 weeks.
- B. Identification and status of all critical and important issues, which require the attention of the County
- C. Brief construction progress update describing actual progress versus plan, supported by earned value data.
- D. Summary of schedule gains and delays and actions taken to mitigate

- delays
- E. Photographs and other documentation which is germane to the report.
  - F. On every other bi-weekly report (i.e., every 4 weeks) provide updated Submittal, RFI and Change Order logs as attachments.

2.1.12 Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC, the Program Manager and the Nassau County Plant and Construction personnel. The CM shall not have control over or charge of the Work and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The CM shall not be responsible for the 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 the CC. The CM must review the CC safety program and inform the Department and the Program Manager of its adequacy.

2.1.13 Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County and the Program Manager, clearly delineating the scope 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 Design Engineer's error or omission, the CM shall confidentially inform the County and the Program Manager of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders, which shall be uploaded regularly into the Contract Management Information System.

2.1.14 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 Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction. Prior to any declaration of partial occupancy or beneficial use the CM shall coordinate and attend a site review with the Program Manager on behalf of the County.

2.1.15 Field Office - The CM shall be provided office space at the site for use as temporary CM offices during the construction phase. All CM's office equipment and supplies, including but not limited to 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. Additionally, the CM shall lease and maintain the shared Multi-Function Printer (MFP) in the reception area. Maintenance and lease of the MFP shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee.

## **2.2 Construction Services**

**2.2.1 Contract Closeout** - Conduct final inspections with Design Engineer, the Program Manager and the County, at the completion of each phase of the project, and 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 CC 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 Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

**2.2.2 CC Claims and Disputed Work** - The CM shall promptly review the CC's 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 Design Engineer and the Program Manager for interpretation. Confer with the Design Engineer and the Program Manager, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

**2.2.3 Limitation of Services** - Nothing contained in this Agreement 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 Design Engineer.

END OF SECTION

## EXHIBIT "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. BASIC SERVICES {Not-to-Exceed Fee}**

In consideration of all 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 Five Hundred Twenty-three Thousand, Six Hundred Thirty-One Dollars and Twenty-nine Cents (\$523,631.29). The Firm shall be compensated for such services by an amount equal to two and three tenths (2.3) 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.

#### **B. REIMBURSABLE EXPENSES**

1. 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.
2. 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.

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars (\$175.00).

END OF SECTION



## **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.

END OF SECTION

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:

Thomas B. Pursel (Name)

88 Froehlich Farm Blvd. Suite 450, Woodbury, NY 11797 (Address)

516-364-4140 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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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.

March 30<sup>th</sup>, 2022  
Dated

Thomas B. Pursel  
Signature of Chief Executive Officer

Thomas B. Pursel  
Name of ~~Chief Executive Officer~~  
Vice President

Sworn to before me this

30 day of March, 2022

Mira M Tagliento  
Notary Public

MIRA M TAGLIENTO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01TA6138664  
Qualified in Suffolk County  
My Commission Expires 12-27-2025



## Nassau County Interim Finance Authority

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

**1. Vendor: Gannett Fleming Engineers and Architects, P.C.**

**2. Amount requiring NIFA approval: \$523,631.29**

**Amount to be encumbered: \$523,631.29**

Slip Type: 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: to Term shall commence with written NTP from the Department, and will be for 20 months, with an option to extend for an additional 12 months with letter from Commissioner.**

Has work or services on this contract commenced? No

If yes, please explain:

**4. Funding Source:**

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

Is the cash available for the full amount of the contract? No

If not, will it require a future borrowing? Yes

Has the County Legislature approved the borrowing? Yes

Has NIFA approved the borrowing for this contract? No

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

This contract is for Gannett Fleming Engineers & Architects, PC to provide Construction Management for the Bay Park SCADA System Improvements project.

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

Nassau County Attorney as to form Yes

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	Posting Date	Amount Added in Prior 12 Months
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## AUTHORIZATION

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

CNOLAN

10/17/2022

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**Authenticated User**

**Date**

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## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

**If this is a capital project:**

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

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

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**Authenticated User**

**Date**

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## NIFA

Amount being approved by NIFA:

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

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**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

Elaine Phillips  
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: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

FEDERAL TAX ID #: \_\_\_\_\_

**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.

*Roseann Dalletta*

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, James R, Laurita, PE state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: Gannett Fleming Engineers and Architects, P.C.

Vendor's Address: 88 Froehlich Farm Blvd, Suite 450 Woodbury NY US 11797

Vendor's EIN or TIN: ██████████

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
09/22/2022 12:39:05 PM

Lobbyist Registration and Disclosure Form:  
09/22/2022 12:38:26 PM

Business History Form certified:  
09/22/2022 12:49:33 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
09/22/2022 12:45:11 PM

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Glen L. Hair [REDACTED]	09/22/2022 12:25:48 PM
James R. Laurita, PE [REDACTED]	09/22/2022 12:42:31 PM
Giuseppe Tulumello [REDACTED]	09/22/2022 12:33:29 PM
John W. Kovacs, PE, PMP, DGE [REDACTED]	09/22/2022 12:29:17 PM
Joseph Rikk, Jr., PE [REDACTED]	09/22/2022 12:31:28 PM

I, James R. Laurita, PE hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity

## 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."

James R. Laurita, P.E. [REDACTED]

*Name*

President

*Title*

Gannett Fleming Engineers and Architects, P.C.

*Name of Submitting Entity*

09/22/2022 04:33:05 PM

*Date*



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?

YES ☐ NO ☒ If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:

James R. Laurita, PE

Dated: 09/22/2022 12:39:05 PM

Vendor: Gannett Fleming Engineers and Architects, P.C.

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

Gannett Fleming Engineers and Architects, P.C. is not a lobbying organization.

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

See Consultants, Contractors, and Vendor's Disclosure Form.

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 the last page 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?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:

James R. Laurita, PE

Dated: 09/22/2022 12:38:26 PM

Vendor:

Gannett Fleming Engineers and  
Architects, P.C.

Title:

President

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

**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: Glen L. Hair, PE, LEED AP

Date of birth:                     

Home address:                     

City:                     

State/Province/Territory:           

Zip/Postal Code:           

Country: US

Business Address: 207 Senate Avenue

City: Camp Hill

State/Province/Territory: PA

Zip/Postal Code: 17011

Country: US

Telephone: 7177628150

Other present address(es): N/A

City: N/A

State/Province/Territory:           

Zip/Postal Code:           

Country:           

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                     

Chairman of Board                     

Chief Exec. Officer                     

Chief Financial Officer                     

Vice President                     

(Other)                     

Treasurer                     

Shareholder                     

Secretary 01/03/2014

Partner                     

Type	Description	Start Date
Other	Director	01/03/2014
Other	Senior Vice President	01/03/2014

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 notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Please see Attachment 1.

1 File(s) Uploaded: Attachment 1.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Please see Attachment 2.

1 File(s) Uploaded: Attachment 2.pdf

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Glen L. Hair, PE, LEED AP , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Glen L. Hair, PE, LEED AP , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Gannett Fleming Engineers and Architects, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Glen L. Hair

Senior Vice President and Secretary

Title

09/22/2022 12:25:48 PM

Date

## Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Hair, Glen L	Elgood-Mayo Corp.	Director
Hair, Glen L	Elgood-Mayo Corp.	Vice President
Hair, Glen L	Ganflec Corporation	Director
Hair, Glen L	Ganflec Corporation	Senior Vice President
Hair, Glen L	Ganflec Corporation	Treasurer
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Director
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Secretary
Hair, Glen L	Gannett Fleming Engineers, PC	Vice President
Hair, Glen L	Gannett Fleming, Inc.	Senior Vice President



## **Principal Questionnaire Form - Attachment 2**

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: John W. Kovacs, PE, PMP, DGE  
Date of birth:                       
Home address:                                       
City:                      State/Province/Territory:            Zip/Postal Code:             
Country: US
- Business Address: 730 Holiday Drive  
City: Pittsburgh State/Province/Territory: PA Zip/Postal Code: 15220  
Country: US  
Telephone: 4129225575
- Other present address(es): N/A  
City: N/A State/Province/Territory:            Zip/Postal Code:             
Country:             
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	<u>01/03/2014</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Director	01/03/2014
Other	Senior Vice President	11/02/2012

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

YES ☒ NO ☐ If Yes, provide details.

I own 33% of Gannett Fleming Engineers and Architects, PC

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.

The amount of \$33.00 represents monies advanced to John W. Kovacs to obtain the 33 shares of stock of Gannett Fleming Engineers and Architects, P.C.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details.  
Please see Attachment 1.

1 File(s) Uploaded: Kovacs - Att 1.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☒ NO ☐ If Yes, provide details.  
Please see Attachment 2.

1 File(s) Uploaded: Kovacs - Att 2.pdf

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 an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, John W. Kovacs, PE, PMP, DGE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John W. Kovacs, PE, PMP, DGE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Gannett Fleming Engineers and Architects, PC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

John W. Kovacs, PE, PMP, DGE [REDACTED]

Senior Vice President

Title

09/22/2022 12:29:17 PM

Date

## Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Kovacs, John W	Gannett Fleming Engineers and Architects, PC	Director
Kovacs, John W	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Kovacs, John W	Gannett Fleming Engineers, PC	Director
Kovacs, John W	Gannett Fleming Engineers, PC	Senior Vice President
Kovacs, John W	Gannett Fleming Engineers, PC	Secretary
Kovacs, John W	Gannett Fleming, Inc.	Director
Kovacs, John W	Gannett Fleming, Inc.	Executive Vice President
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Director
Kovacs, John W	Gannett Fleming of Michigan, Inc.	President
Kovacs, John W	L.G. Hetager Drilling, Inc.	Director
Kovacs, John W	L.G. Hetager Drilling, Inc.	President
Kovacs, John W	Gannett Fleming Sustainable Ventures Corporation	Director
Kovacs, John W	Gannett Fleming Sustainable Ventures Corporation	Chairman
Kovacs, John W	Gannett Fleming Sustainable Ventures Corporation	President
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Chairman
Kovacs, John W	Gannett Fleming Canada ULC	Senior Vice President

## **Principal Questionnaire Form - Attachment 2**

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph Rikk, Jr., PE  
Date of birth:                       
Home address:                       
City:                      State/Province/Territory:                      Zip/Postal Code:                       
Country: US
- Business Address: 2500 Corporate Exchange Drive, Suite 230  
City: Columbus State/Province/Territory: OH Zip/Postal Code: 43231  
Country: US  
Telephone: 6147949424
- Other present address(es): N/A  
City: N/A State/Province/Territory:                      Zip/Postal Code:                       
Country:                       
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	<u>                    </u>	Treasurer	<u>01/01/2015</u>
Chairman of Board	<u>                    </u>	Shareholder	<u>                    </u>
Chief Exec. Officer	<u>                    </u>	Secretary	<u>                    </u>
Chief Financial Officer	<u>                    </u>	Partner	<u>                    </u>
Vice President	<u>11/24/2015</u>		
(Other)			

Type	Description	Start Date
Other	Director	11/24/2000

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 notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Please see Attachment 1.

1 File(s) Uploaded: Rikk - Att 1.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Please see Attachment 2.

1 File(s) Uploaded: Rikk - Att 2.pdf

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Joseph Rikk, Jr., PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph Rikk, Jr., PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Gannett Fleming Engineers and Architects, PC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joseph Rikk, Jr., PE [REDACTED]

Vice President and Treasurer

Title

09/22/2022 12:31:28 PM

Date

### Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Director
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Vice President
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Treasurer
Rikk, Joseph Jr	Gannett Fleming, Inc.	Vice President

## **Principal Questionnaire Form - Attachment 2**

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.

## 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: Giuseppe Tulumello  
Date of birth:                       
Home address:                       
City:                      State/Province/Territory:                      Zip/Postal Code:                       
Country: US
- Business Address: 1 Penn Plaza, Suite 630, 250 West 34th Street  
City: New York State/Province/Territory: NY Zip/Postal Code: 10119  
Country: US  
Telephone: 2129679833
- Other present address(es): N/A  
City: N/A State/Province/Territory:                      Zip/Postal Code:                       
Country:                       
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	<u>09/18/2018</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>09/18/2018</u>		
(Other)			

Type	Description	Start Date
Other	Director	09/18/2018

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

YES ☒ NO ☐ If Yes, provide details.

I own 33% of Gannett Fleming Engineers and Architects, PC and 35% of Gannett Fleming Architects, 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.

The amount of \$33.00 represents monies advanced to Giuseppe Tulumello, AIA to obtain the 33 shares of stock of Gannett Fleming Engineers and Architects, P.C.



5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Please see Attachment 1.

1 File(s) Uploaded: Tulumello - Att 1.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Please see Attachment 2.

1 File(s) Uploaded: Tulumello - Att 2.pdf

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Giuseppe Tulumello , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Giuseppe Tulumello , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Gannett Fleming Engineers and Architects, PC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Giuseppe Tulumello [REDACTED]

Senior Vice President

Title

09/22/2022 12:33:29 PM

Date

## Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	Director
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	Vice President
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	Treasurer
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	Secretary
Tulumello, Giuseppe	Gannett Fleming Engineers and Architects, PC	Director
Tulumello, Giuseppe	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Tulumello, Giuseppe	Gannett Fleming Engineers and Architects, PC	Assistant Secretary
Tulumello, Giuseppe	Gannett Fleming, Inc.	Vice President
Tulumello, Giuseppe	Gannett Fleming Architects Canada, Inc.	Director
Tulumello, Giuseppe	Gannett Fleming Architects Canada, Inc.	President

## **Principal Questionnaire Form - Attachment 2**

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: James R. Laurita, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 1 Penn Plaza, Suite 630, 250 West 34th Street  
City: New York State/Province/Territory: NY Zip/Postal Code: 10119  
Country: US  
Telephone: 2129679833

Other present address(es): N/A  
City: N/A State/Province/Territory:            Zip/Postal Code:             
Country:             
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	<u>12/31/2009</u>	Treasurer	<u>          </u>
Chairman of Board	<u>01/03/2014</u>	Shareholder	<u>12/31/2009</u>
Chief Exec. Officer	<u>          </u>	Secretary	<u>          </u>
Chief Financial Officer	<u>          </u>	Partner	<u>          </u>
Vice President	<u>          </u>		
(Other)	<u>          </u>		

Type	Description	Start Date
Other	Director	05/20/2004

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

YES ☒ NO ☐ If Yes, provide details.

I own 34% of Gannett Fleming Engineers and Architects, P.C.

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.

The amount of \$34.00 represents monies advanced to James R. Laurita to obtain the 34 shares of stock of Gannett Fleming Engineers and Architects, P.C.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Please see Attachment 1.

1 File(s) Uploaded: Attachment 1.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Please see Attachment 2.

1 File(s) Uploaded: Attachment 2.pdf

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.



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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, James R. Laurita, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, James R. Laurita, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Gannett Fleming Engineers and Architects, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

James R. Laurita, PE

President

Title

09/22/2022 12:42:31 PM

Date

### Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Director
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Chairman
Laurita, James R	Gannett Fleming Engineers and Architects, PC	President
Laurita, James R	Gannett Fleming Engineers, PC	Director
Laurita, James R	Gannett Fleming Engineers, PC	Chairman
Laurita, James R	Gannett Fleming, Inc.	Senior Vice President

## **Principal Questionnaire Form - Attachment 2**

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.

## 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: 09/22/2022

1) Proposer's Legal Name: Ganett Fleming Engineers and Architects, P.C.

2) Address of Place of Business: 88 Froehlich Farm Boulevard

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

Address: One Penn Plaza, Suite 630, 250 West 34th Street

City: New York State/Province/Territory: NY Zip/Postal Code: 10119

Country: US

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 100 Crossways Park West, Suite 300

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: Two Penn Plaza, Suite 552, 380 Seventh Avenue

City: New York State/Province/Territory: NY Zip/Postal Code: 10121

Country: US

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? Rent If other, please provide details:

\_\_\_\_\_

4) Dun and Bradstreet number: 16-737-4706

- 5) Federal I.D. Number: [REDACTED]
- 6) The proposer is a: Other (Describe) Professional Corporation
- 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, please provide details:
- 1 File(s) Uploaded: Business History Form Attachment 1 #9,10 explanation.pdf
- 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, an explanation of the circumstances and corrective action taken.
- 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, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the circumstances and corrective action taken.

- 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.



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.

GFEAPC has both a Code of Ethics, and Conflict of Interest policy to identify and disclose a Conflict of Interest. In addition, the firm provides training to its employees.

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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

08/13/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

*No individuals with a financial interest in the company have been attached..*

1 File(s) Uploaded: Business History Form Attachment 2- Aii, Aiii.pdf

iii) Name, address and position of all officers and directors of the company. If none, explain.

*No officers and directors from this company have been attached.*

1 File(s) Uploaded: Business History Form Attachment 2- Aii, Aiii.pdf

iv) State of incorporation (if applicable);

PA

v) The number of employees in the firm;

2714

vi) Annual revenue of firm;

[REDACTED]

vii) Summary of relevant accomplishments

[REDACTED]

2 File(s) Uploaded: S3P311-07C Quals.pdf, S3P311-11M ?Quals.pdf

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

1 File(s) Uploaded: Business History Form- Attachment 3 - Cert of Auth.pdf

B. Indicate number of years in business.

106

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

Regarding Question 17 A v.) above: Please note that Gannett Fleming Engineers and Architects, P.C. (GFEAPC) has 211 employees and Gannett Fleming Inc. (GFI) has 2,704

Regarding Question 17 A vi.) above: GFEAPC is rolled into GFI's financials. GFI's 2021 revenue was

[REDACTED].

Regarding Question 17 B) above: Gannett Fleming has a history dating back to 1915. GFEAPC was incorporated in 1997" (GFI was only incorporated in 1989 so it is not accurate to state that firm is 107 years old)

2 File(s) Uploaded: S3P311-07C Quals.pdf, S3P311-11M ?Quals.pdf

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	SUEZ		
Contact Person	Anthony Delescinskis		
Address	200 Lake Shore Drive		
City	Haworth	State/Province/Territory	NJ
Country	US		
Telephone	(201) 528-0367		
Fax #			
E-Mail Address	anthony.delescinskis@suez.com		

Company	Town of Greenwich		
Contact Person	Richard Feminella		
Address	101 Field Point Road		
City	Greenwich	State/Province/Territory	CO
Country	US		
Telephone	(203) 622-7844		
Fax #			
E-Mail Address	richard.feminella@greenwich.org		

Company	Suffolk County Department of Public Works
Contact Person	Janice McGovern
Address	335 Yaphank Avenue

City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4010		
Fax #			
E-Mail Address	public.works@suffolkcounty.gov		

---

I, James R. Laurita, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, James R. Laurita, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

### **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.

Name of submitting business: Gannett Fleming Engineers and Architects, P.C.

Electronically signed and certified at the date and time indicated by:

James R. Laurita, PE [REDACTED]

President

Title

09/22/2022 12:49:33 PM

Date

## **Business History Form**

Attachment 1 – Explanation for Questions #9, and #10:

9. Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business.

GFEAPC is an affiliate of and is controlled by Gannett Fleming, Inc. GFEAPC's shareholders are James Laurita, John Kovacs, and Giuseppe Tulumello. Gannett Fleming Architects, Inc. is also an affiliate of Gannett Fleming, Inc. Additionally, Gannett Fleming Engineers, PC is an affiliate of Gannett Fleming, Inc. but is winding down operations in favor of GFEAPC in a move to simplify our operations.

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?

GFEAPC and its affiliate Gannett Fleming, Inc. are part of a large engineering organization, which has been in business since 1915. At any one time, these entities have several thousand open contracts. From time to time, some clients have terminated contracts for their convenience. Gannett Fleming does not maintain records of contracts terminated for convenience. However, we can represent that during the past 10 years, no Gannett Fleming contracts have been terminated for default.

**Business History Form**

## Attachment 2

**A.ii)** Include names, addresses, and positions, of all persons having a financial interest in the company including shareholders, members, general or limited partners:

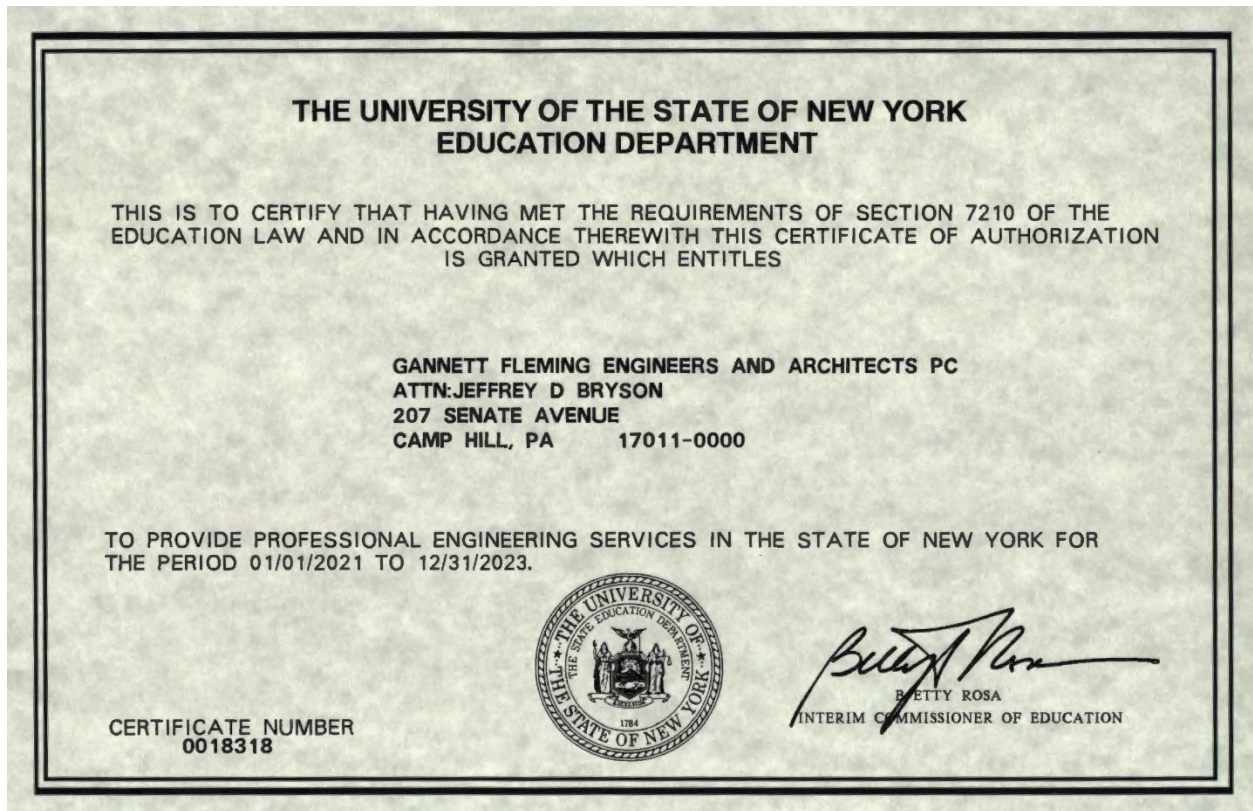
<u>Name</u>	<u>Business Address</u>	<u>Position</u>	<u>Ownership</u>
Laurita, James R.	One Penn Plaza Suite 630 250 West 34 <sup>th</sup> Street New York, NY 10119	Chairman/President	34% (34 shares)
Kovacs, John W.	Foster Plaza 8 Suite 400 730 Holiday Drive Pittsburgh, PA 15220	Senior Vice President	33% (33 shares)
Tulumello, Giuseppe	One Penn Plaza Suite 630 250 West 34 <sup>th</sup> Street New York, NY 10119	Senior Vice President	33% (33 shares)

**A.iii)** Include names, addresses, and positions of all officers and directors of the company:

<u>Name</u>	<u>Business Address</u>	<u>Position</u>
Laurita, James R.	One Penn Plaza Suite 630 250 West 34 <sup>th</sup> Street New York, NY 10119	Chairman/President
Hair, Glen L.	207 Senate Avenue Camp Hill, PA 17011	Senior Vice President/Secretary
Kovacs, John W.	Foster Plaza 8 Suite 400 730 Holiday Drive Pittsburgh, PA 15220	Senior Vice President
Tulumello, Giuseppe	One Penn Plaza Suite 630 250 West 34 <sup>th</sup> Street New York, NY 10119	Senior Vice President
Rikk, Joseph Jr.	Suite 230 2500 Corporate Exchange Drive Columbus, OH 43231	Vice President/Treasurer

**Business History Form  
Attachment 1**

A.viii) Include copies of all state and local licenses and permits:





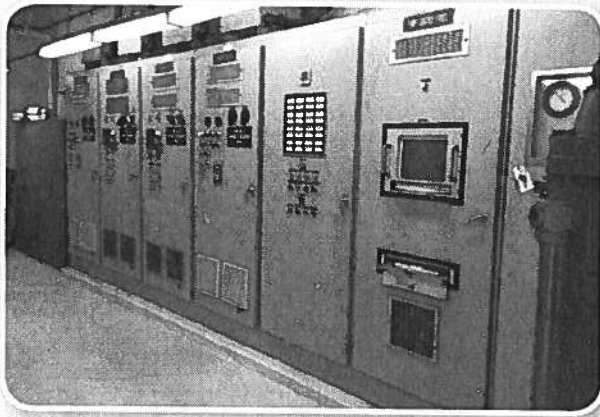
**NASSAU COUNTY**  
DEPARTMENT OF PUBLIC WORKS

## **PUMP STATION MITIGATION**

East Avenue, Inwood, Doughty Boulevard, Bayview Avenue, and Roslyn Road Pump Stations

# **SECTION 2** **Technical Approach**

**SECTION 2**  
Technical Approach



*VFD's in Control Room*

### **Inwood Pump Station**

- Variable Frequency Drives (VFD's) to be Replaced
- Develop MOPO and Staging Plan
- Replace Conduit and Wiring Impacted by Super Storm Sandy



**Gannett Fleming**

*Excellence Delivered As Promised*



## SECTION 2

# Proposed Technical Approach

This section presents our management and organizational approach to complete the project within 90 days. The milestones have been established as follows:

- Draft submittal (60% Design) 45 days from NTP
- Pre-bid submittal (90% Design) 65 days from NTP
- Bid Ready (100% Design) 90 days from NTP

The critical nature of the project will require Nathan A. Wheeler, PE, our proposed Project Manager, to utilize proven management techniques and tools to provide responsive, cost-effective delivery of our technical deliverables. The Gannett Fleming Team's management system will include:

- Monthly progress reporting
- Strict technical quality assurance and control
- Project communication
- Cost control

Mr. Wheeler will monitor the progress of the work and satisfy milestones. Additional resources, staff commitments and overtime will be provided to meet the schedule. He will work with Mr. Hadjiyane to ensure that the necessary firm resources are dedicated to this meet the demands of the project schedule with consistently delivered, high quality design.

## MONTHLY PROGRESS REPORTS

Project progress reports will be provided on a monthly basis to the NCDPW. Progress reports will summarize the status of each project task on a percent complete basis, summarize any problems encountered during the course of the work and provide updates on the status of the project schedule. Our monthly progress reports will describe the progress of the management and technical aspects of the project. This reporting system will provide regular updates on project status, and will help to answer common questions, such as: "How are things going?", "Are we on schedule?", and "Are there any difficulties that have been encountered?" Weekly conference calls will also be held with the NCDPW to discuss issues and design progress.



## **PROJECT COMMUNICATION**

The success of the project is dependent on the exchange of information between Gannett Fleming Team, the Program Manager and NCDPW. The project approach must, at times, be adjusted to assure that NCDPW's needs are fully satisfied at every stage of the project. Gannett Fleming Team's approach will consist of working very closely with NCDPW throughout the project, meetings at key milestones, with weekly conference calls and the submission of monthly progress reports.

In addition to the above, the Team will utilize an Internet-based information repository to organize plans, specifications, meeting minutes, progress photos, schedules, and so on. Using a web browser, the Program Manager, including NCDPW, can view plans and other project documentation 24 hours a day, every day, conveniently—even over a standard telephone modem-based connection.

The information management system will help ensure that everyone is working with the latest information. Project Team members will be notified as new information is posted on the project's website, as well as when existing project information has changed. The Job Site Online Project Manager that our Team will utilize for this project will help maintain a high level of communication, and the efficient transfer of information among the project's stakeholders.

## **PROJECT SCHEDULE**

A detailed design schedule is provided in Section 5 of this proposal.

## **DRAFT DRAWING LIST**

In accordance with the RFP, a draft drawing list has been provided at the end of this section.



## NCDPW - PUMP STATION MITIGATION CONTRACT DRAWINGS TRACKING LOG

DWG NO.	TITLE
<b>General</b>	
G-01	Drawing Index
G-02	General Notes, Legend and Abbreviations
G-03	Location and Construction Staging Plan
G-04	Soil Erosion Control Details
G-05	Fuel Tank Vent and Miscellaneous Details
<b>East Avenue Ejector Pump Station</b>	
<b>Demolition</b>	
D-01	Demolition Plan
<b>Civil</b>	
C-01	Existing Site Plan
C-02	Miscellaneous Details Sheet
<b>Architectural</b>	
A-01	Building Plan and Architectural Elevations
A-02	Building Sections
A-03	Wall Reinforcements Details
A-04	Miscellaneous Details
<b>Structural</b>	
S-01	Wall Structure Details
S-02	Miscellaneous Concrete Repairs
<b>Mechanical</b>	
M-01	Plan and Elevations
M-02	Mechanical Sections and Details
<b>Electrical</b>	
E-01	Electrical - Legend, Symbols and Abbreviations
E-02	Single Line Diagram
E-03	Electrical Control Schematics
E-04	Power and Instrumentation Plan
E-05	Miscellaneous Details Sheet

**SECTION 2****Proposed Technical Approach**

DWG NO.	TITLE
<b>Inwood Boulevard Pump Station</b>	
<b>Demolition</b>	
D-01	Building Demolition Plan
<b>Civil</b>	
C-01	Existing Site Plan
C-02	Site Work
C-03	Miscellaneous Details Sheet
<b>Architectural</b>	
A-01	Building Plan and Architectural Elevations
A-02	Building Sections
A-03	Wall Reinforcements Details
A-04	Miscellaneous Details
<b>Structural</b>	
S-01	Wall Structure Details
S-02	Miscellaneous Concrete Repairs
<b>Mechanical</b>	
M-01	Main Control Room Plan and Sections
M-02	Wet Well Plan and Elevations
M-03	Mechanical Sections and Details
M-04	Mechanical Sections and Details
M-05	Odor Control System Plan and Section
<b>Electrical</b>	
E-01	Electrical - Legend, Symbols and Abbreviations
E-02	Single Line Diagram
E-03	Electrical Room Plan
E-04	Lower Level Plan
E-05	Block Diagram - Sheet 1
E-06	Block Diagram - Sheet 2
E-07	Electrical Control Schematics
E-08	Power and Instrumentation Plan - Sheet 1
E-09	Miscellaneous Details Sheet 1
E-10	Miscellaneous Details Sheet 2



DWG NO.	TITLE
<b>Bayview Avenue Pump Station</b>	
<b>Demolition</b>	
D-01	Building Demolition Plan
<b>Civil</b>	
C-01	Existing Site Plan
C-02	Site Work
C-03	Miscellaneous Details Sheet
<b>Architectural</b>	
A-01	Building Plan and Architectural Elevations
A-02	Building Sections
A-03	Miscellaneous Details
<b>Structural</b>	
S-01	Wall Structure Details
S-02	Miscellaneous Concrete Repairs
<b>Mechanical</b>	
M-01	Main Control Room and Odor Control Room Plan and Sections
M-02	Wet Well Plan and Elevations
M-03	Mechanical Sections and Details
M-04	Odor Control System Plan and Elevation
<b>Electrical</b>	
E-01	Electrical - Legend, Symbols and Abbreviations
E-02	Single Line Diagram
E-03	Electrical Room Plan
E-04	Lower Level Plan
E-05	Block Diagram - Sheet 1
E-06	Block Diagram - Sheet 2
E-07	Electrical Control Schematics
E-08	Power and Instrumentation Plan - Sheet 1
E-09	Miscellaneous Details Sheet 1
E-10	Miscellaneous Details Sheet 2

**SECTION 2****Proposed Technical Approach**

DWG NO.	TITLE
<b>Doughty Boulevard Pump Station</b>	
<b>Demolition</b>	
D-01	Building Demolition Plan
<b>Civil</b>	
C-01	Existing Site Plan
C-02	Site Work
C-03	Miscellaneous Details Sheet
<b>Structural</b>	
S-01	New Platforms Plan and Section
S-02	Details
<b>Dry Wall</b>	
M-01	Main Control Room Plan and Sections
M-02	Wet Well Plan and Elevations
M-03	Mechanical Sections and Details
M-04	Mechanical Sections and Details
<b>Electrical</b>	
E-01	Electrical - Legend, Symbols and Abbreviations
E-02	Single Line Diagram
E-03	Platform Elevation and Details
E-04	Lower Level Plan
E-05	Block Diagram - Sheet 1
E-07	Electrical Control Schematics
E-08	Power and Instrumentation Plan
E-09	Miscellaneous Details Sheet 1
E-10	Miscellaneous Details Sheet 2
<b>Roslyn Road</b>	
<b>Demolition</b>	
D-01	Building Demolition Plan
<b>Civil</b>	
C-01	Existing Site Plan
C-02	Site Work
C-03	Miscellaneous Details Sheet



DWG NO.	TITLE
<b>Architectural</b>	
A-01	Building Plan and Architectural Elevations
A-02	Building Sections
A-03	Miscellaneous Details
<b>Structural</b>	
S-01	Wall Structure Details
S-02	Miscellaneous Concrete Repairs
<b>Mechanical</b>	
M-01	Main Control Room Plan and Sections
M-02	Wet Well Plan and Elevations
M-03	Mechanical Sections and Details
M-04	Mechanical Sections and Details
<b>Electrical</b>	
E-01	Electrical - Legend, Symbols and Abbreviations
E-02	Single Line Diagram
E-03	Electrical Room Plan
E-04	Lower Level Plan
E-05	Block Diagram - Sheet 1
E-07	Electrical Control Schematics
E-08	Power and Instrumentation Plan
E-09	Miscellaneous Details Sheet 1
E-10	Miscellaneous Details Sheet 2



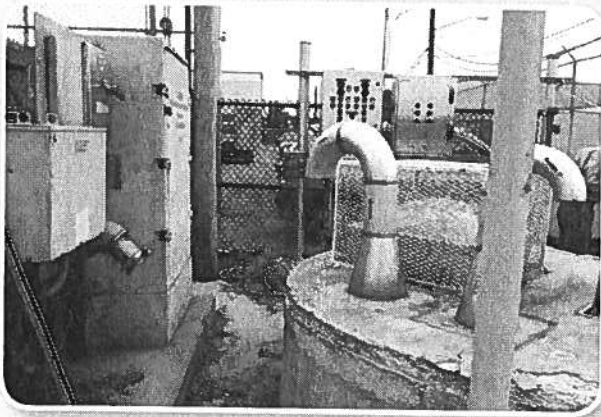


**NASSAU COUNTY**  
DEPARTMENT OF PUBLIC WORKS

## **PUMP STATION MITIGATION**

East Avenue, Inwood, Doughty Boulevard, Bayview Avenue, and Roslyn Road Pump Stations

# **SECTION 3** **Experience/Qualifications** **of the Firm**



*Proposed Location of Raised Platform*

### **Doughty Boulevard Pump Station**

- Provide New Raised Platforms and Electrical Panels Above 100 Year Flood Elevation
- Develop MOPO and Staging Plan
- Temporary Power and Pumping Systems. Diesel or Electric Driven Portable Pumps.

**SECTION 3**  
Experience/Qualifications  
of the Firm



**Gannett Fleming**

*Excellence Delivered As Promised*



## SECTION 3

# Experience and Qualifications of the Firm

## Gannett Fleming Team Experience

Gannett Fleming has significant expertise in the design of wastewater and pumping stations. Since 1915 Gannett Fleming has performed more than 45,000 assignments in all 50 states, and in 20 countries. Currently, we are listed as #51 among the Top 500 Design Firms in the Country by Engineering News Record.

Gannett Fleming is proud of our tradition of placing our clients' needs first. Our firm has been providing engineering services to New York area clients for more than 35 years, including various ongoing contracts for NCDPW. As a result of this large local presence in the New York metropolitan area, Gannett Fleming can ensure that our service to NCDPW is responsive to your needs. In addition, our history of strong working relationships with NCDPW enables us to anticipate those needs, and hit the ground running on important projects, with advanced and intensive scheduling requirements.

## EXPERIENCED PROJECT MANAGER & KEY TASK LEADERS

The Gannett Fleming Team for this project has worked together on similar projects, and will be immediately available to provide the Final Design for the pumping station improvements. We are familiar with the pump station facilities, building layouts, and the structural and electrical conditions at these stations.

Our Project Manager, Nathan A. Wheeler, PE, will coordinate with NCDPW and the Program Managers, and our Project Director Stephen Hadjiyane, PE, BCEE will oversee the project and bring the necessary resources and "A" Team staff to the project. Our Team's Technical Advisors, Fotios Papamichael, PE, BCEE and Stephen B. Gerlach, PE, enhance our Team with their significant experience in pumping station design and operation.

For this project we have assembled a highly trained group of professionals with specialized engineering experience in pump station design and rehabilitation, as well as wastewater facility flood mitigation. This includes design task leaders from the areas of structural, mechanical/pumps, architectural/storm hardening, constructability review, environmental/hazmat, instrumentation and control, and electrical engineering.

### Proven Experience With:

✓ Hundreds of pumping stations

✓ Dry and wet pit submerible pumps

✓ Electrical improvements

✓ Storm hardening improvements

✓ Hazardous materials investigation

✓ Designs of similar size and scope, on time and within budget

✓ Achieving client satisfaction

✓ Pneumatic ejector pump station experience



***Together with our subconsultants, we offer NCDPW the most qualified team for this project.***

In addition to our in-house staff, Gannett Fleming will utilize the expertise of our subconsultants, Gayron de Bruin Land Surveying and Engineering, PC, and Nasco Construction Services, Inc.

## **SUBCONSULTANTS**

Gannett Fleming has a policy and demonstrated history of utilizing MBE and WBE firms in support of assignments and will meet or exceed all such contract goals. Our approach is not to use the subconsultant firms only to meet contractual requirements, but rather to choose these firms for their experience and expertise, and to integrate them into the Gannett Fleming project team and manage them—for performance as well as quality—the same way we manage our own technical disciplines.

Together with our subconsultants, we offer NCDPW the most qualified team for this project.

### ***Gayron de Bruin Land Surveying and Engineering, PC (GDB)***

The Gannett Fleming Team is joined by Gayron de Bruin Land Surveying and Engineering, PC (GDB), a certified Nassau County WBE, who will provide surveying services for this project. Their resources include six licensed Land Surveyors, one of which is also a licensed Professional Engineer. Every project is managed by a licensed professional or GIS expert, utilizing equipment and software that includes Leica ScanStation hi-def scanner, Leica Robotic Total Stations, Digital levels with invar rods, Leica dual frequency Survey Grade GPS, MicroStation/InRoads, Civil 3D, Innerspace Depthsounder with HyPack Software, ESRI ArcGIS for desktop and server. Their relevant experience includes providing services on projects valued at more than \$100 million dollars at both the Cedar Creek and Bay Park sewer plants in Nassau County.

### ***Nasco Construction Services, Inc. (Nasco)***

To provide additional cost estimating support for this project, Gannett Fleming will utilize the expertise of our subconsultant Nasco Construction Services, Inc. (Nasco). Nasco is a construction cost consulting firm and certified WBE, specializing in preparing cost estimates for all design and construction disciplines. They bring over 40 years of estimating experience to the Team, and regularly estimate over 200 projects per year in all areas of construction; including new construction, renovations, and rehabilitations of various projects. Nasco's qualifications as a valuable member of this Team include having completed cost estimating services for past NCDPW pump station projects.



## Capabilities & Expertise

The Gannett Fleming Team offers a unique combination and unmatched knowledge in the design and operation of pumping stations and associated systems. Highlights of our experience and qualifications include:

- An experienced, local Project Manager who has designed numerous pumping stations for NCDPW;
- A Team with proven experience providing Final Design services for similar pumping stations on time, and under advanced schedules with aggressive time frames;
- Experienced design task leaders who have successfully completed numerous pumping station equipment repairs/replacements, modifications for compliance with code and OSHA requirements, and modifications for flood mitigation and flood protection of the facility from a 500-year flood event; and
- A Team with extensive local resources and the ability to work closely with the NCDPW and Program Managers.

Gannett Fleming can offer NCDPW not only our unique project insight—but also a team of professionals who are experienced in working with you, and who have specialized experience in pump station design and flood mitigation efforts.

Our understanding of your needs and combined technical skills will provide NCDPW with the level of service that you have come to expect from our firm, and results that deliver sustainable and cost-efficient solutions.

### GANNETT FLEMING EXPERIENCE

#### Pumping Stations

The firm has designed hundreds of pump stations and associated systems. The capacity of the facilities we have designed varies widely, from 0.1 to 395 mgd. Screening systems have included mechanical screens, comminutors, and bar screens. Pump stations have included vertical shaft centrifugal pumps, submersible pumps, vertical turbine, and ejector and dry pit submersible pumping systems. We have worked closely with many large cities including New York City, Baltimore, and Washington D.C., and we understand the importance of sewage pump stations.

Our local pumping station experience includes:

- NCDPW Nassau Boulevard
- NCDPW Cedar Point Lake
- NYCDEP Richmond Hill Pump Station
- NYCDEP South Beach Pump Station

*The depth of our experience combined with our knowledge of the project-specific challenges provides our team with an unparalleled understanding of your goals and expectations for these pump station repairs and improvements.*



## SECTION 3

### Experience and Qualifications of the Firm

- NYCDEP Rikers Island North Pumping Station
- SCDPW District No. 21 Pump Station
- NYCDEP Bush Street
- NYCDEP Nevin Street
- SCDPW Pump Stations 9 & 10
- NCDPW Denton Avenue Pump Station
- NCDPW Underhill Boulevard Pump Station
- NCDPW Herricks Road Pump Station
- NCDPW Hay Path Road Pump Station
- NYCDEP Gowanus Canal Pump Station
- NYCDEP Roosevelt Island Main Pumping Station
- Suffolk County Community College
- NYCDEP Brooklyn – Queens Expressway
- Village of Northport

We have also illustrated our relevant pump station project experience in Tables 1 and 2, included at the end of this section.

Most of these designs were combined with flow metering, standby power generating facilities, ventilation, odor control facilities SCADA systems, and hazardous material surveys. Pump controls have included air bubbler, encapsulated float, submersible transducer or ultrasonic wet well level monitoring devices; constant speed and variable speed drives using liquid rheostat, variable frequency or eddy current clutch; and control logic from pump alternation to microprocessor-based digital controllers. Pumping systems were vertical and centrifugal dry pit submersible pumps.

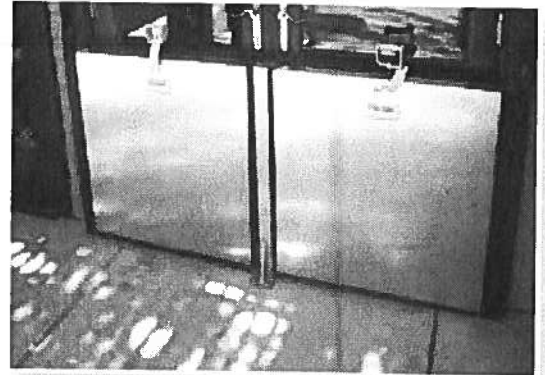
Gannett Fleming's sewer design experience includes intercepting sewers up to 96 inches in diameter, and force mains up to 60 inches have been designed for installation by open cut or tunnel in densely populated urban sections and environmentally sensitive rural areas. Our designs have included many river, railroad and interstate highway crossings. We have dealt with a variety of site conditions, including rock, high groundwater, heavy traffic, flat terrain, hilly terrain and environmentally sensitive areas. Our sewer design experience also includes gravity, low pressure and high pressure sewers serving a wide range of facilities under a variety of site conditions.



## ARCHITECTURAL/STRUCTURAL STORM HARDENING

The buildings, wet and dry wells will require modifications for flood mitigation and protection from the 500 year flood event. Gannett Fleming's architects and engineers have considerable experience hardening pump stations, treatment plants and facilities as a result of Superstorm Sandy. This experience includes:

- Stop logs at doors to minimize flood water infiltration
- Reinforcing exterior walls to withstand hydrostatic pressure wave impacts
- Flood control vents to relieve exterior wall pressure
- Louver/window wells
- Flood proof doors



**Expandable Barrier by  
Presray Inc. (Typical)**

As a local NY firm, Gannett Fleming is extremely familiar with the devastating impact Superstorm Sandy has had on our region. Through hardening and resiliency programs, we sought to support many of our clients through this difficult time. We aligned ourselves and assisted many of our clients to be in better shape than they were before the storm. Having been involved in hurricane recovery efforts within NY and NJ, we have a broad understanding of the type of services desperately needed to complete hardening and resiliency projects. Our vast experience with Superstorm Sandy work will be an asset to NCDPW. Some of the Sandy related contracts we have worked on are listed at the end of this section on Table 3: Superstorm Sandy Experience.

We have also included some of our relevant storm hardening experience within Table 3 at the end of this section.

## MOTOR CONTROL CENTERS / EMERGENCY GENERATORS

Our electrical group is familiar working with PSE&G and National Grid with the installation of new power supplies and associated MCC's. We are also currently working on several emergency generator projects utilizing fuel oil and natural gas. This experience includes automated transfer switches, coordination studies, gas and booster pump systems and associated controls and instrumentation. We are currently working on emergency generators for the Village of Northport, ConEdison, Nassau County, SCDPW – Stonybrook and MTA LIBUS.

## HAZARDOUS MATERIALS

The Gannett Fleming Team has experience providing hazardous materials investigations for many pump station and wastewater treatment plant projects. Our firm has provided environmental services such as investigations, on-site



coordination and oversight for the removal of asbestos, lead-based paint, and mercury vapor-impacted buildings. In addition, our proposed Team includes staff with experience preparing reports with supporting documentation, site photographs, and conclusions/recommendations. With a thorough knowledge of U.S. Environmental Protection Agency (U.S. EPA), New York State, Nassau County, and local municipal environmental regulations and permitting requirements, we are adept at preparing hazardous materials assessments, construction contaminant management plans, and environmental impact statements, as well as site planning, permitting, and stormwater management documents.

## Project Descriptions

We have selected projects of similar size, scope, and complexity in order to demonstrate our pumping station experience. Select relevant projects are highlighted on the following pages.



## NCDPW Nassau Boulevard Pumping Station Upgrades and Drainage Improvements



Reconstructed wet well/relocated electrical equipment

### CLIENT

Nassau County  
Department of Public Works

### REFERENCE

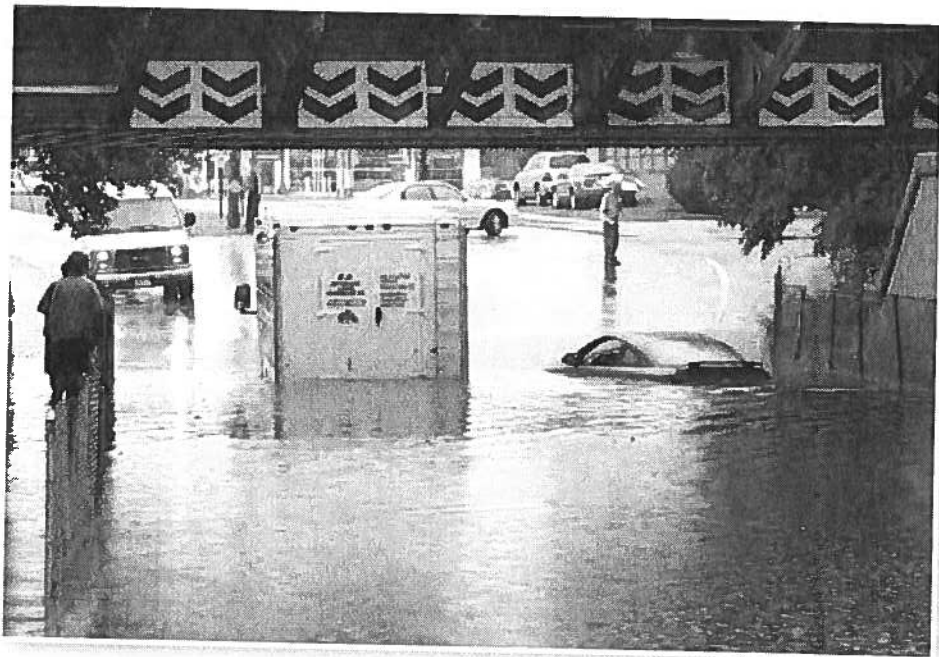
Rick Liebe, 516-571-6850

Gannett Fleming was retained by the Nassau County Department of Public Works (NYCDPW) to evaluate the roadway drainage, and flooding experienced at the railroad crossing on Nassau Boulevard in Garden City. This was a priority location because Nassau Boulevard is a main thoroughfare and the sensitivity of local street flooding if the existing collection system and pump station becomes in-operative during heavy rain events. This sewer and pump station have experienced flooding during severe high intensity rain fall events where the existing system could not handle the volume of storm water.

Gannett Fleming conducted an investigation to determine the location of catch basins, storm sewers, and evaluate the condition of the existing pumping station. A storm water analysis was completed to determine the volume of runoff from the 10, 25, 50 and 100-year storm events. Gannett Fleming evaluation recommended that the catch basins and sewer be cleaned and the pump station be upgraded with new pumps and controls.

### RELEVANT FEATURES

- Flood protection/relevant electrical equipment
- Storm hardening/increase the wet well elevation
- Pump replacement
- Emergency generator connectors
- Remote monitoring/telemetry system addition



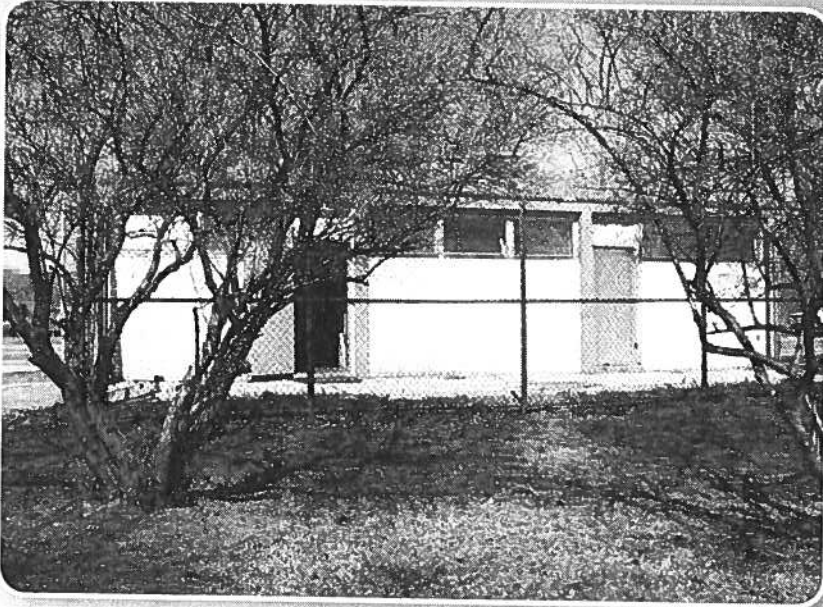
**Flooding on Nassau Boulevard**

Gannett Fleming prepared design drawings and specification to replace all mechanical and electrical components of the pump station. The existing above grade housing was demolished and replaced with a concrete slab with an access hatch. A valve chamber was added to provide easier access to the valves. All electrical equipment and control panels were constructed within a fence enclosure with screening to improve site aesthetics. A telemetry system was added to remotely monitor the pump station and provide notification when an alarm condition occurred. Provisions were provided for a temporary generator to be connected to the system during power outages.





## NYCDEP Improvements to Three Staten Island Pump Stations



**South Beach Pump Station**

### **CLIENT**

New York City Department of Environmental Protection

### **REFERENCE**

Jerry Fragias, (718) 595-4968

Gannett Fleming was retained by the Joint Venture of ARCADIS and Hazen and Sawyer to evaluate improvements to three NYCDEP pump stations on Staten Island. The pump stations involved were:

- South Beach
- Richmond Hill
- Eltingville

The South Beach Pump Station has a capacity of 1.5 MGD with two pumps rated at 1.5 MGD each. Richmond Hill Pump Station has a capacity of 10 MGD with three 2,500 gpm vertical shaft centrifugal pumps. Eltingville Pump Station has a capacity of 3.9 MGD with three pumps.

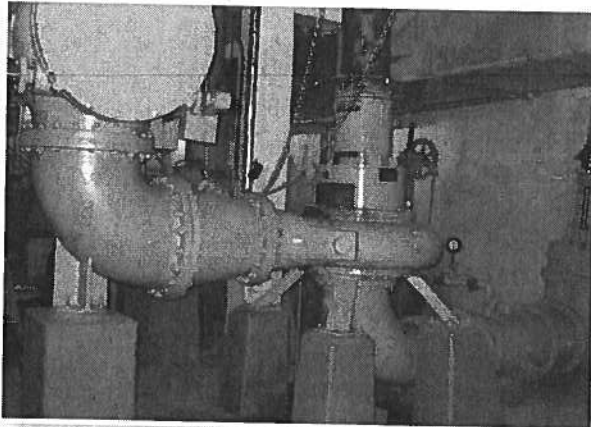
### **RELEVANT FEATURES**

- Evaluation of pump replacement options to improve reliability and energy efficiency
- Flood protection/hardening
- Concrete wet well repairs
- Electrical improvements
- Gas detection monitoring systems
- Evaluation of relocating electrical equipment to higher elevations
- Hazardous Materials Investigation

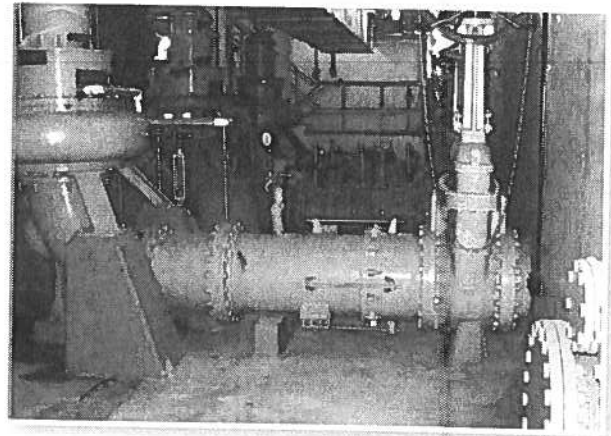


## SECTION 3

### Experience and Qualifications of the Firm



**Richmond Hill Road  
Pumping Station**



**Eltingville Pumping Station**

## PROJECT SUCCESSES

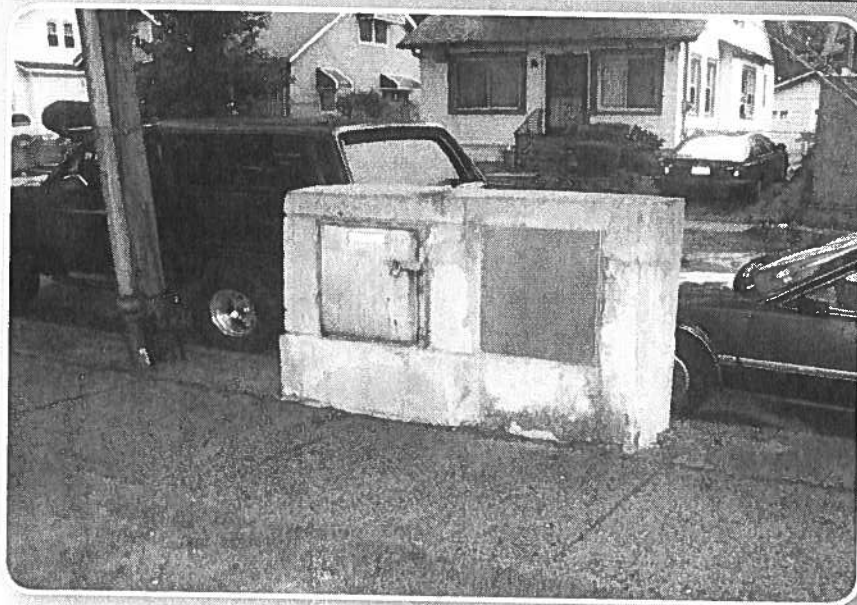
- Develop concept to replace vertical extended shaft pumps with dry-pit submersibles pumps
- Develop concept to minimize flooding and protect pump station operations
- Provided quality services on schedule and within budget

## ENERGY EFFICIENCY/ GHG CONSERVATION STRATEGIES

- Replacement of the extended shaft vertical pumps with dry pit submersibles
- Optimization of wet well operating levels
- Reduction of the operating pressures/pressure losses in piping system
- Evaluation of the use of VFD's to improve efficiency



## NYCDEP Pump Station Contract PS 219



St. Albans Street Pumping Station

### CLIENT

New York City  
Department of Environmental  
Protection

### REFERENCE

Steve Elie-Pierre  
(718) 595-6070

Gannett Fleming evaluated improvements to the following pump stations under NYCDEP Contract PS 219:

- Bush Street
- St. Albans Street
- Nevins Street
- Brooklyn Queens Expressway

Gannett Fleming prepared facility plans to reconstruct the four pump stations so that they would provide reliable, energy efficient, and low maintenance operation.

All aspects of each station, including influent structures, structural/architectural features, mechanical and electrical equipment, safety, security, force mains, utility service, emergency power and pumping, capacity and telemetry, were addressed.

### RELEVANT FEATURES

- Coordination with Con Edison and NYCDOT
- Pump replacement
- Flood protection/hardening
- Relocation of electrical controls/MCC above grade on sidewalk
- Pump station improvements
- SCADA interface
- Optimization of pumping efficiency
- Hazardous Materials Investigation



**Nevins Street Pumping Station**

The Bush Street pump station, with a capacity of 0.4 mgd, along with the 15-mgd Brooklyn Queens Expressway (BQE) pump station, removes stormwater collected from the subgrade portion of the BQE entrance ramp. These stations are critical in preventing flooding during storm events. The 0.4-mgd St. Albans pump station is equipped with one submersible pump. The station provides flood control to protect local homes during storm events. The Nevins Street pump station is a combined sanitary and stormwater pumping station that has 2.2-mgd capacity and a dry weather flow of 0.54 mgd.

## **ENERGY EFFICIENCY/ GFG CONSERVATION STRATEGIES**

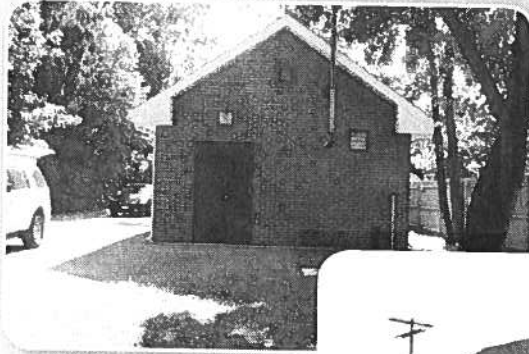
- Increase the pump efficiency/pump impeller selection
- Decrease the wet well operation levels
- Reduction of operating pressures/pressure losses in piping system/force main
- Evaluation of the use of VFD's to improve pump efficiency

## **PROJECT SUCCESS**

- Development of a concept to relocate electrical panel above ground (Nevins Street)
- Coordination with NYC Parks Department and NYCDOT to obtain necessary permits (Nevins Street and St. Albans)
- Provided quality services on schedule and on budget



## Suffolk County Pump Stations Nos. 9 & 10 Storm Hardening Improvements



Pump Station No. 9



Pump Station No. 10

### CLIENT

Suffolk County  
Department of Public Works

### REFERENCE

John Donovan, 631-852-4184

SCDPW Pump Stations Nos. 9 and 10 were flooded during Super Storm Sandy as a result of the tidal surge experienced on the South Shore of Long Island. Pump Station No. 9 is located in Amityville, while No. 10 is in Copiague, located adjacent to a canal.

Improvements to the pump stations included:

- Flood protection barriers for doorways
- Lightweight floor panels for inside windows
- Sealed wall penetrations and floor drains
- Sump pumps inside the electrical room
- Water resistant coatings for interior and exterior walls

### RELEVANT FEATURES

- Survey of existing equipment/damage from Super Storm Sandy
- Flood protection/storm hardening
- Lightweight floor panels (doors and windows)
- Evaluation of flood protection design criteria and FEMA requirements





Table 1: Wastewater Pumping Station Representative Project Experience

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
<b>NEW YORK</b>										
<b>Nassau Boulevard, Garden City</b> (Nassau County DPW)	NY	1.4	2		●	●	Rehab	●	●	●
<b>Cedar Point Lake</b> (Nassau County DPW)	NY	30	3			●	Rehab	●	●	●
<b>108th Street Pump Station</b> (New York City, Dept. of Environmental Protection)	NY	1.0	3				Rehab			●
<b>BQE Expressway, Bush Street</b> (New York City, Dept. of Environmental Protection)	NY	0.4	2				Rehab	●	●	●
<b>BQE Expressway, BQE Underpass</b> (New York City, Dept. of Environmental Protection)	NY	15.0	3				Rehab	●	●	●
<b>Queens, St. Albans</b> (New York City, Dept. of Environmental Protection)	NY	0.4	1				Rehab	●	●	●
<b>Brooklyn, Nevins Street</b> (New York City, Dept. of Environmental Protection)	NY	2.2	2				Rehab	●	●	●
<b>Richmond Hill Pump Station</b> (New York City, Dept. of Environmental Protection)	NY	30	4		48		Rehab	●		
<b>South Beach Pump Station</b> (New York City, Dept. of Environmental Protection)	NY	20	3		48		Rehab	●	●	
<b>Rikers Island North Pump Station</b> (New York City, Dept. of Environmental Protection)	NY	30	4	●	48		Rehab	●	●	●



### SECTION 3

### Experience and Qualifications of the Firm

**Table 1: Wastewater Pumping Station Representative Project Experience**

FACILITY LOCATION		SERVICES PROVIDED									
		CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
<b>Suffolk County Community College</b> (Suffolk County)	NY	0.20	2		6		Rehab	●	●	●	●
<b>Village of Northport Pump Station</b> (Northport, NY)	NY	0.450	2		12		Rehab	●	●	●	●
<b>Ridgehaven Pump Station</b> (Ridge, NY)	NY	0.100	2		6		Rehab	●	●		
<b>37th Avenue Pump Station</b> (New York City, Dept. of Environmental Protection)	NY	2.48	2		14		Rehab	●	●	●	
<b>70th Road Pump Station</b> (New York City, Dept. of Environmental Protection)	NY	1.44	2		20		Rehab	●	●	●	
<b>67th Road Pump Station</b> (New York City, Dept. of Environmental Protection)	NY	0.4	2		8		Rehab	●	●	●	
<b>Hunt Point Market Pump Station</b> (New York City, Dept. of Environmental Protection)	NY	1.0	3				Rehab				●
<b>Goldwater Hospital Pump Station</b> <b>Roosevelt Island</b> (New York City, Dept. of Environmental Protection)	NY	1.2	3				Rehab				●
<b>Coler Hospital Pump Station</b> <b>Roosevelt Island</b> (New York City, Dept. of Environmental Protection)	NY	1.0	3				Rehab				●
<b>CONNECTICUT</b>											
<b>Belle Haven Pump Station</b> (Town of Greenwich)	CT	10	3		24		Rehab	●	●	●	



Table 1: Wastewater Pumping Station Representative Project Experience

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
<b>NEW JERSEY</b>										
<b>Cape May Courthouse</b> (Cape May County Municipal Utilities Authority)	NJ	1.4	2		14	●	New		●	●
<b>Brigantine Pump Station</b> (Atlantic City Municipal Utilities Authority)	NJ	2.9	3	●	14	●	New		●	●
<b>Baltic Avenue Pump Station</b> (Atlantic City Municipal Utilities Authority)	NJ	37.3	3	●	36	●	New	●	●	●
<b>Rio Grande Pump Station</b> (Cape May County Municipal Utilities Authority)	NJ	1	2	●	10	●	New		●	●
<b>Shawcrest Pump Station</b> (Cape May County Municipal Utilities Authority)	NJ	0.7	2		6	●	New	●	●	●
<b>Crest Haven Pump Station</b> (Cape May County Municipal Utilities Authority)	NJ	0.6	2		6	●	New	●	●	●
<b>Stone Harbor Boulevard Pump Station</b> (Cape May County Municipal Utilities Authority)	NJ	0.6	2		6	●	New	●	●	●
<b>Avalon Manor Pump Station</b> (Cape May County Municipal Utilities Authority)	NJ	0.3	2		6	●	New		●	●
<b>Stone Harbor Manor Pump Station</b> (Cape May County Municipal Utilities Authority)	NJ	0.3	2		6	●	New	●	●	●
<b>PENNSYLVANIA</b>										
<b>Gas House Pump Station</b> (Greater Hazleton Joint Sewer Authority)	PA	7.6	4	●	24	●	Rehab		●	●





### SECTION 3

### Experience and Qualifications of the Firm

**Table 1: Wastewater Pumping Station Representative Project Experience**

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
<b>Main, Selinsgrove Pump Station</b> (Eastern Snyder County Regional Authority)	PA	7	3	●	20	●	New	●	●	●
<b>Pump Station No. 11</b> (Hampden Township Sewer Authority)	PA	4.21	3	●	16	●	Rehab	●	●	
<b>Pump Station No. 10</b> (Hampden Township Sewer Authority)	PA	3.68	3		10	●	Rehab	●	●	
<b>Mansion Road Pump Station</b> (Derry Township Municipal Authority)	PA	2.7	2		18	●	New		●	●
<b>PS No. 4</b> (Hampden Township Sewer Authority)	PA	2.29	3		12	●	Rehab	●	●	
<b>PS No. 5</b> (Hampden Township Sewer Authority)	PA	2.2	3	●	8	●	Rehab	●	●	
<b>Oyster Mill Bridge Pump Station</b> (East Pennsboro Township)	PA	2.1	2		10		Rehab	●	●	●
<b>Edgewater Pump Station</b> (Hanover, Borough of)	PA	2	3	●	12	●	New		●	●
<b>Myrtal Street Pump Station</b> (Sewer Authority of the City of Scranton)	PA	2	3		12	●	New	●	●	●
<b>Locust Street Pump Station</b> (Greater Hazleton Joint Sewer Authority)	PA	1.7	3		10	●	New		●	●
<b>Keyser Valley Pump Station</b> (Sewer Authority of the City of Scranton)	PA	1.4	2	●	10	●	New		●	●


**Table 1: Wastewater Pumping Station Representative Project Experience**

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
<b>High Meadow Pump Station</b> (Derry Township Municipal Authority)	PA	1.1	2		12	●	New		●	●
<b>Waggoners Gap Road Pump Station</b> (Carlisle Borough and Authority)	PA	1.1	2	●	8	●	Rehab		●	●
<b>Cranberry Pump Station</b> (Greater Hazleton Joint Sewer Authority)	PA	1	3		10	●	New		●	●
<b>Darby Road Pump Station</b> (Tredyffrin Township Municipal Authority)	PA	1	2	●	8	●	New	●	●	●
<b>Shamokin Dam Pump Station</b> (Eastern Snyder County Regional Authority)	PA	0.8	2		10	●	New	●	●	●
<b>Middle Street Pump Station</b> (Sewer Authority of the City of Scranton)	PA	0.5	2		6	●	New		●	●
<b>Diamond Avenue Pump Station</b> (Greater Hazleton Joint Sewer Authority)	PA	0.4	2		1	●	New		●	●
<b>Park Avenue Pump Station</b> (Derry Township Municipal Authority)	PA	0.4	2		6	●	New		●	●
<b>Glenn Avenue Pump Station</b> (Tredyffrin Township Municipal Authority)	PA	0.3	2		6	●	New	●	●	●
<b>Lancaster Avenue Pump Station</b> (Tredyffrin Township Municipal Authority)	PA	0.3	2		6	●	New	●	●	●
<b>Straban Pump Station</b> (Gettysburg Municipal Authority)	PA	0.3	2		6	●	New	●	●	●



## SECTION 3

### Experience and Qualifications of the Firm

**Table 1: Wastewater Pumping Station Representative Project Experience**

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
<b>Shawnee Avenue Pump Station</b> (Sewer Authority of the City of Scranton)	PA	0.2	2		4	●	New		●	●
<b>PS 2</b> (Borough of Palmyra)	PA	0.288	2		4		Rehab	●	●	●
<b>Breakneck Creek PS</b> (Breakneck Creek Regional Authority)	PA	13.5	4	●			Rehab		●	
<b>Monessen PS</b> (Mon Valley Sewage Authority)	PA	9.4	3	●	16		Rehab		●	
<b>Donora PS</b> (Mon Valley Sewage Authority)	PA	4.6	3	●	16		Rehab		●	
<b>Donner PS</b> (Mon Valley Sewage Authority)	PA	3.5	3	●	16		Rehab		●	
<b>North PS</b> (Mon Valley Sewage Authority)	PA	0.75	3	●	16		Rehab		●	
<b>EQ Tank PS</b> (Mon Valley Sewage Authority)	PA	3	3	●	12		New		●	
<b>Reesman Trailer Park PS</b> (Lower Ten Mile Joint Sewer Authority)	PA	0.3	2	●	6		New		●	
<b>Stony Point PS</b> (Lower Ten Mile Joint Sewer Authority)	PA	0.3	2	●	6		New		●	
<b>Headworks Building No. 1</b> (Bradford Sanitary Authority)	PA	15	3	●	20		Rehab		●	


**Table 1: Wastewater Pumping Station Representative Project Experience**

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
<b>WASHINGTON D.C.</b>										
<b>East Side PS</b> (District of Columbia Department of Public Works)	DC	30	3	●	48		New	●	●	●
<b>MARYLAND</b>										
<b>South Route 40 Pump Station</b> (Aberdeen, City of)	MD	1.5	2		10	●	New	●	●	
<b>Westport Pump Station</b> (Baltimore, City of)	MD	1.1	3	●	14	●	New		●	●
<b>Willow Avenue Pump Station</b> (Baltimore, City of)	MD	1.1	2	●	10	●	New	●	●	
<b>Green Lawn Pump Station</b> (Washington County Sanitary District)	MD	0.3	2		4	●	New	●	●	
<b>VIRGINIA</b>										
<b>PS 145</b> (City of Norfolk)	VA	1	2	●	12 15	●	New	●	●	●
<b>PS 17</b> (City of Norfolk)	VA	1.5	2	●	12		New/ Replace- ment	●	●	●
<b>PS 34</b> (City of Norfolk)	VA	1	2	●	8	●	New/ Replace- ment	●	●	●



**Table 2: Wastewater Facilities Representative Pumping Station Project Experience**

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	MATERIALS	HAZARDOUS SURVEY
<b>NEW YORK</b>										
<b>Jamaica WWTP Influent Pump Station</b> (New York City, Dept. of Environmental Protection)	NY	214	5	●	72		New		●	●
<b>CONNECTICUT</b>										
<b>Grass Island WWTP Influent Pump Station</b> (Town of Greenwich)	CT	31	4	●		●	Rehab	●	●	●
<b>Grass Island WWTP Final Effluent Pump Station</b> (Town of Greenwich)	CT	31	4	●	48		New	●	●	●
<b>PENNSYLVANIA</b>										
<b>Carlisle WWTP Influent Pump Station</b> (Carlisle Borough and Authority)	PA	20.5	4	●	30	●	New		●	●
<b>Wilson Road Influent Pump Station</b> (Tredyffrin Township Municipal Authority)	PA	16.3	3	●	30	●	New		●	●
<b>Hanover WWTP Influent Pump Station</b> (Hanover, Borough of)	PA	15	4	●		●	New		●	●
<b>Hazleton WWTP Primary Pump Station</b> (Greater Hazleton Joint Sewer Authority)	PA	25	4	●	30	●	Rehab		●	●
<b>Derry Township WPCF Influent Pump Station</b> (Derry Township Municipal Authority)	PA	14.1	4	●	30		New		●	●
<b>Gettysburg WWTP Influent Pump Station</b> (Gettysburg Municipal Authority)	PA	9	3	●	16	●	New	●	●	●



### SECTION 3

### Experience and Qualifications of the Firm

**Table 2: Wastewater Facilities Representative Pumping Station Project Experience**

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
<b>Gettysburg WWTP Influent Pump Station</b> (Gettysburg Municipal Authority)	PA	4.9	4	●	14	●	New	●	●	●
<b>Grove City WWTP</b> (Borough of Grove City)	PA	16	3	●			Rehab		●	
<b>Mather WWTP PS</b> (Lower Ten Mile Joint Sewer Authority)	PA	1.3	3	●	8		Rehab		●	
<b>Williamstown WWTP PS</b> (Lower Ten Mile Joint Sewer Authority)	PA	0.72	3	●	6		Rehab		●	
<b>WWTP Influent PS</b> (Franklin Township Sewer Authority)	PA	5	3	●	16		Rehab		●	
<b>Headworks Building No. 1</b> (Bradford Sanitary Authority)	PA	15	3	●	20		Rehab		●	
<b>Headworks Building No. 2</b> (Bradford Sanitary Authority)	PA	10	3	●	20		New		●	
<b>Scranton WWTP Influent Pump Station</b> (Sewer Authority of the City of Scranton)	PA	62.7	4	●	60		New		●	●
<b>MARYLAND</b>										
<b>Back River WWTP Influent Pump Station</b> (Baltimore, City of)	MD	1.5	3	●	12		New	●	●	



**Table 2: Wastewater Facilities Representative Pumping Station Project Experience**

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
<b>VIRGINIA</b>										
<b>York River WWTP Influent Pump Station</b> (Hampton Roads Sanitation District)	VA	32	3	●	48		New	●	●	●
<b>ILLINOIS</b>										
<b>Calumet WWTP Influent Pump Station</b> (Metropolitan Sanitary District of Greater Chicago)	IL	60	3	●			Rehab		●	●
<b>FLORIDA</b>										
<b>Buccaneer WWTP Influent Pump Station</b> (Atlantic Beach, City of)	FL	7	2	●	12		New	●	●	●



**Table 3: Superstorm Sandy Experience**

PROJECT	STORM HARDENING	FLOOD MITIGATION
NCDPW Cedar Point Lake Stormwater Pump Station Replacement	✓	✓
NJDEP Program Manager Contractor and Environmental Assessment Field Contractors for Environmental and Historic Preservation Reviews New Jersey's CDBG-DR Grant Program	✓	✓
SCDPW Pump Stations 9 & 10, Flood Protection Design	✓	✓
NYCDEP Gowanus Pump Station and Related Facilities	✓	✓
Pennsylvania American Water, Becks Run Raw Water Pump Station, Pittsburgh and Baldwin, PA	✓	✓
Pennsylvania American Water, Hershey Water Treatment Plant	✓	✓
Spotsylvania County Utilities Department, Motts Run and Ni River WTPs, Spotsylvania, VA	✓	✓
KY American Water Company, Kentucky River Station (KRS) II Water Treatment Plant at Hardin's Landing	✓	✓
PANYNJ Indefinite Quantity Contract (IQC) for Expert Professional Architectural and Engineering Services for the Design of Federally Funded Super Storm Sandy Related Repair and Resiliency Projects on an "As Needed" Basis During 2013-2017	✓	✓
PANYNJ Facility Surveys for Hurricane Sandy Damage Assessment Brooklyn Pier Sheds 7, 9, and 11, Brooklyn, NY	✓	✓
Con Edison Substation Storm Hardening	✓	✓
MNR: Preliminary Engineering Services for the Design Build of Power, Communications and Signals Infrastructure Improvements on MNR's Hudson Line - Sandy Restoration	✓	✓
NYCT Feasibility Studies & Design for Near & Long Term Flood Mitigation / Resiliency & Technical Construction Supports for Fan Plants, Emergency Exits, & Vents at 14 Critical Locations - Manhattan, Queens, and Brooklyn, NY	✓	✓



**SECTION 3****Experience and Qualifications of the Firm****Table 3: Superstorm Sandy Experience**

PROJECT	STORM HARDENING	FLOOD MITIGATION
NYCSCA PS90 Edna Cohen School, Coney Island, NY	✓	✓
NYCSCA: PS195 Manhattan Beach, Brooklyn, NY	✓	✓
NYCSCA: PS195 William Haberle School, Queens, NY	✓	✓
Town of Greenwich On-Call Storm Hardening Investigation/Upgrades	✓	✓
NJ TRANSIT Substations A/E Design Services at Hoboken Terminal/Yard, Meadows Maintenance Complex, and Bay Head Yard, Various Locations, NJ	✓	✓
NJ TRANSIT Inspection of Flood Damaged Elevators and Escalators at the Secaucus Junction Station	✓	✓
NJ TRANSIT Gladstone Line Catenary Structure Replacement	✓	✓
NJDOT Evaluate data products and management processes that are associated with the bathymetric survey for the location of debris and shoaling that may have accumulated in the New Jersey channels as a result of the events related to Super Storm Sandy	✓	✓
NJTA: On-Call A/E Contract - NJ Turnpike NB MP 102.1 Shoulder Washout Damage Emergency Repairs	✓	✓
NJTA: On-Call A/E Contract- GSP Driscoll Bridge Navigation Channel Fender System Repairs	✓	✓
Lewistown Wastewater Treatment Plant Upgrades, Lewistown, PA	✓	✓
Danville Wastewater Treatment Plant Upgrades, Danville, PA	✓	✓

# 2

## Technical Approach



### Firm Introduction

Locally headquartered in Nassau County, Gannett Fleming is a multi-disciplined consulting engineering firm with 103 years of experience providing a wide array of services, including construction management and constructability review, to private and public clients. Our firm currently employs nearly 2,200 highly qualified, dedicated individuals who provide planning, design and construction services in water/wastewater, transportation, facilities, environmental, transit and rail, and information technology disciplines. Our Construction Services Business Line employs nearly 350 full-time employees.

Gannett Fleming's highly regarded reputation as a construction manager is the result of successfully serving our clients for many years, on projects both large and small. We pride ourselves on our ability to effectively respond to our clients' needs and adapt to the specific requirements of each project, no matter how diverse.

With over a century of experience since our inception, we have worked diligently to be recognized as a leader in the industry. As we continue to grow and expand, we never lose sight of our key mission – to make our clients successful.

During the past decade, we have provided construction management and construction inspection services for projects ranging from a few thousand dollars to hundreds of millions of dollars.

Project types and locations cover a wide spectrum, including water and wastewater treatment plants, water distribution systems, wastewater collection systems, and dams, as well as office buildings, bridges, roadway construction, transit facilities, and industrial facilities. In recent years, our firm has been responsible for providing construction management and inspection services for the construction of hundreds of water and wastewater buildings and other facilities in areas prone to flooding and in need of storm hardening.

Our management philosophy is to provide professional, quality services through our long-term, well-trained employees, who are equipped with the necessary tools to perform at the level expected by our clients. Our ability to sustain this level of quality is evident through the high percentage of repeat client business we maintain. An important aspect of our success is that we sustain a continuing role with the clients we serve, well after their project has been completed.

Gannett Fleming already possesses strong working relationships with the Program Manager, NCDPW, and the operating utility (Suez) due to our extensive experience serving NCDPW and other local agencies on Long Island. We will utilize our proactive construction management, scheduling, and project controls techniques to diligently mitigate risks and keep the construction contractor on track while prioritizing maintenance of the pump stations' operations.

## CM Scope of Services

The number one focus of the Gannett Fleming team will be the protection of NCDPW's interest. Our experienced team understands the need for timely reporting, responsiveness to issues, and collaboration among the entire project team. In addition, our team is comprised of professionals who have worked quite successfully on large programs with Program Managers. Our team members have achieved success on numerous construction management assignments pertaining to many pumps station and collection systems and will apply the same success factors to this Pump Station Mitigation Project.

Proactive coordination with all of NCDPW's stakeholders, including the pump stations' operations teams, the local communities, and the Program Manager will be critical to success on this project. Our success will also be strengthened by the creation of a schedule that has considered all

risk scenarios including Lock Out/Tag Out (LOTO) and maintenance of the plant's operations (MOPO), as required, with the construction contractors and plant operations staff.

The Gannett Fleming team also includes technical experts who have successfully designed and provided construction assistance to NCDPW for similar upgrades and improvements.

Our Technical Approach addresses all of the requirements of NCDPW's Request for Proposals (RFP PW-S3P311-11M) for construction management services in connection with the Pump Station Mitigation Construction Contract S3P311-11G. We have carefully reviewed the roles and responsibilities of our construction management staff and have applied them to NCDPW's requirements for this RFP. The following table summarizes the scope of services required and the responsible staff for the successful completion of each task.

Scope of Services Responsibility Table

TASK NO.	DESCRIPTION	SUMMARY	RESPONSIBLE PARTY
<b>2.1 Construction Phase Services</b>			
<b>2.1.1</b>	Commencement and Duration	There will be a total of 16 months. 12 months in the construction phase, with 1 month preconstruction and 3 months post construction.	Construction Manager
<b>2.1.2</b>	General Construction Administration	Administer the construction contracts following the PLA requirements as advised by the Program Manager and as per the NCDPW Procedure Manual for Project Management and the Bay Park Construction Management Manual.	All Construction Management Staff

<b>TASK NO.</b>	<b>DESCRIPTION</b>	<b>SUMMARY</b>	<b>RESPONSIBLE PARTY</b>
<b>2.1.3</b>	Site Conditions	Investigation of existing conditions and prompt reporting of deviations to the Design Engineer, Program Manager, and NCDPW. Collaborate to devise appropriate modifications if required.	Resident Engineer, Inspectors
<b>2.1.4</b>	Quality Assurance	Prepare and implement Quality Assurance Program including testing, controlled inspection, and routine observation of the work. Report any defective and/or non-conforming work to NCDPW, the Program Manager and Design Engineer. Recommend corrective actions. Track all defective and non-conforming work through correction and final construction contract acceptance by NCDPW.	All Construction Management Staff
<b>2.1.5</b>	Scheduling	Construction Contractor to prepare and update the Master Construction Schedule with cost and resource loading. Monitor schedule accuracy and completeness, review baseline and updates, prepare reports, provide analysis of delays, negotiation of delay claims and make recommendations for recovery or necessary changes to recovery. Utilize Primavera P-6.	Construction Manager, Resident Engineer, Project Controls (Scheduler)
<b>2.1.6</b>	Cash Flow Forecast	With the Construction Contractor, prepare cash flow forecast for entire project, submit revisions when required, and forward to the Program Manager for integration into master program budget.	Construction Manager, Resident Engineer, Project Controls (Scheduler)
<b>2.1.7</b>	Monitor Progress	Monitor Construction Contractor work progress, prepare daily reports of progress and all pertinent details, augment with photographs. Report to and work with NCDPW on resolution on any action by others that may impede the progress of the work.	All Construction Management Staff

TASK NO.	DESCRIPTION	SUMMARY	RESPONSIBLE PARTY
2.1.8	Information Management System	Utilize the Program Manager templates and programs (SharePoint and Contract Manager) for the processing of all project documents, generate logs and variance reports, maintain paper and electronic project files. Receive and log Construction Contractor shop drawings, submittals review for completeness and distribute. Collect and compile as-built, O&M, spare parts and attic stock, manage transfer to plant operations.	Construction Manager, Resident Engineer, Project Controls (Office Engineer)
2.1.9	Construction Contractor Payments	Receive CC payment requests, review based on progress of work and cost loaded schedule. Forward recommendation for payment to Program Manager.	All Construction Management Staff
2.1.10	Meetings	Attend/lead regular Job Progress Meetings, weekly meetings with NCDPW, the Program Manager and the Design Engineer. Prepare and distribute meeting minutes and agenda. Special meetings as required.	Construction Manager, Resident Engineer, Project Controls
2.1.11	Reporting	Create monthly written progress reports and distributed to NCDPW and the Program Manager before the 10th of each month. Reports to include: A. Executive Summary B. Progress Narrative C. Issues Report D. Change Orders Log E. CC Payment Summary F. Budget Report G. Log of Non-Conforming Work H. Attachments (photos, logs, reports, etc.)	Construction Manager, Resident Engineer, Project Controls (Office Engineer/Scheduler)
2.1.12	Safety	Require Construction Contractor to submit their safety program. Inform NCDPW and Program Manager of safety related information. Promote safety and endeavor to guard against the creation of unsafe conditions.	All Construction Management Staff

TASK NO.	DESCRIPTION	SUMMARY	RESPONSIBLE PARTY
2.1.13	Changes	Review supplementary bulletins prepared by the Design Engineer, prepare cost estimates, review Construction Contractor proposals, submit formal recommendations to NCDPW and the Program Manager, delineating scope and reason for change, assist NCDPW in change order negotiations. Log all RFI, bulletins, proposals and change orders and upload to Contract Manager Information System.	Resident Engineer, Project Controls (Office Engineer)
2.1.14	Partial Occupancy and Beneficial Use	Assist NCDPW in determination of partial occupancy dates and assist with obtaining temporary occupancy certificates, review lists of incomplete/unsatisfactory work from Design Engineer, prepare schedules, and monitor completion/correction of the work. Attend site review with the Program Manager prior to declaration.	Resident Engineer, Inspector
2.1.15	Field Office	A temporary office trailer will be provided by the GC for use during the construction phase. The Bay Park facilities are available for use for meetings.	All Construction Management Staff
2.1.16	New York State Revolving Fund Project	Comply with NYSEFC program requirements and assure the Construction Contractor's compliance with NYSEFC bid packet and guidance documents and forms. Administer the program and provide required compliance information.	Construction Manager, Resident Engineer, Project Controls (Office Engineer)



TASK NO.	DESCRIPTION	SUMMARY	RESPONSIBLE PARTY
<b>2.2 Construction Close-Out Services</b>			
<b>2.2.1</b>	Contract Close-out	Conduct final inspections with the Design Engineer, the Program Manager and NCDPW. Prepare detailed punch lists, (multiple final inspections will be required for project phases). Compile record documents. Review as-built drawings from the Construction Contractor for completeness, submit to the Design Engineer. Schedule and record the training of County personnel.	Construction Manager, Resident Engineer, Inspectors Project Controls (Office Engineer)
<b>2.2.1</b>	Possible Additional Services for Close-out	Digitize contract close-out documents.	Construction Manager with In House CAD or other Support Staff
<b>2.2.2</b>	Construction Contractor Claims and Disputed Work	Review claims for additional compensation and/or time. Confer with the Design Engineer, the Program Manager and NCDPW and advise on merits of claim recommend resolutions, attend meetings, prepare written responses.	Construction Manager, Resident Engineer, Project Controls (Office Engineer)
<b>2.2.3</b>	Limitation of Services	Perform services of a Professional Construction Manager.	All Construction Management staff

# 3

## Experience/Qualifications of the Firm

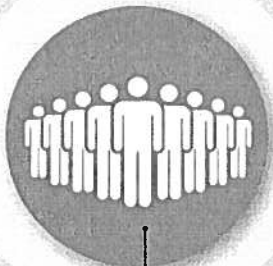
Gannett Fleming brings the experience needed to successfully oversee the construction activities being performed at the Roslyn Village, Morgan Park, and Shore Road collection pump stations. We understand the goals and key issues associated with this project and will utilize our past experience with NCDPW, understanding of effective storm hardening and flood proofing elements, and ability to successfully manage concurrent construction activities at multiple sites to make certain work is performed in accordance with all plans and specifications, as well as building codes and OSHA requirements.

Gannett Fleming has implemented storm hardening and flood mitigation measures at numerous pump stations and water treatment facilities throughout the NY Metropolitan area. Similar to the scope of this project, these facilities have required the design

and construction of **wall reinforcements, submersible doors, and new flood-proof windows**. Serving as the construction manager for the **NCDPW Bay Park Sewage Treatment Plant, Stormwater Pumping Stations** project, Gannett Fleming oversaw the construction of enhancements within the perimeter flood wall/earthen berm, which will help to mitigate the potential for future tidal back-ups throughout the stormwater system. In addition, as part of our work at the **NYCDEP's Newtown Creek WPCP**, we are inspecting the construction of flood rated doors, walls, gates, barriers and concrete knee walls; relocation of mechanical and electrical equipment; water repellent application; and waterproofing. Through our understanding of the specific flood proofing and storm hardening scope items, we will provide effective inspection services so that these facilities are able to withstand any future severe storm events.



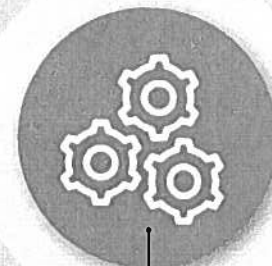
Over 25 year history with the NCDPW



Deep breadth of staff with over 300 CM personnel firm-wide

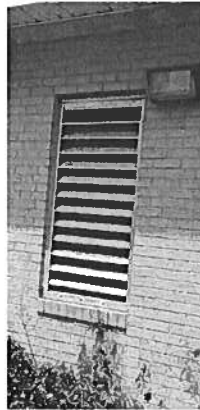
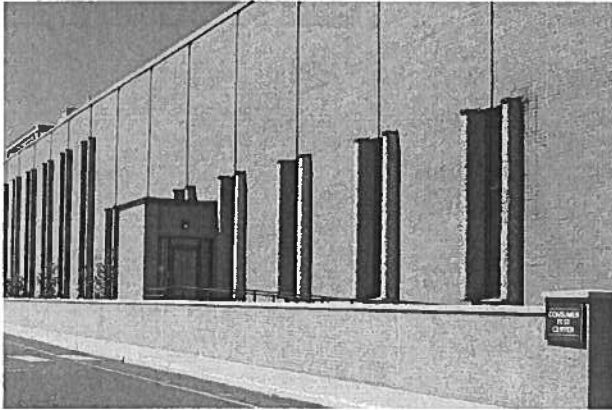


More than 50 projects requiring storm hardening and flood mitigation efforts



Ability to successfully manage concurrent work at multiple sites while maintaining operations





Gannett Fleming has managed and inspected the construction of many of the same flood protection elements required by this project, including flood walls, doors, gates, and barriers.

We understand the key role these pump stations play in NCDPW's operations, and bring proven experience providing concurrent construction inspection services at multiple sites while maintaining operations. As part of the **Baltimore County Department of Public Works On-Call Pump Station Engineering and Construction Services** contract, Gannett Fleming served as a trusted advisor to inspect and assess several pump stations within Baltimore County's system on an as-needed basis. Our team was able to mobilize inspectors quickly and efficiently to provide construction support and inspection services throughout the duration of the contract. Additionally, Gannett Fleming oversaw the construction of the **Anne Arundel County's Parole Sewage Pump Upgrade Phase II** contract, which required maintaining the Parole Pump Station operations during major renovations, including the successful implementation of a new sewage bypass system. Our team coordinated closely with the client, contractor, construction personnel, and project stakeholders to make certain that the facility's systems and processes remained uninterrupted.

The technical knowledge gained from these projects will enable our firm to anticipate, navigate, and resolve the challenges inherent in this type of construction. We are not only experienced with the same types of improvements needed to

protect the three pump stations included in this contract, but have also demonstrated our ability to prioritize maintenance of plant operations during these projects. Additionally, we will draw on our team's extensive knowledge of NCDPW's policies, procedures, and project staff to make certain all construction activities are performed in a high-quality manner that meets or exceeds NCDPW's expectations.

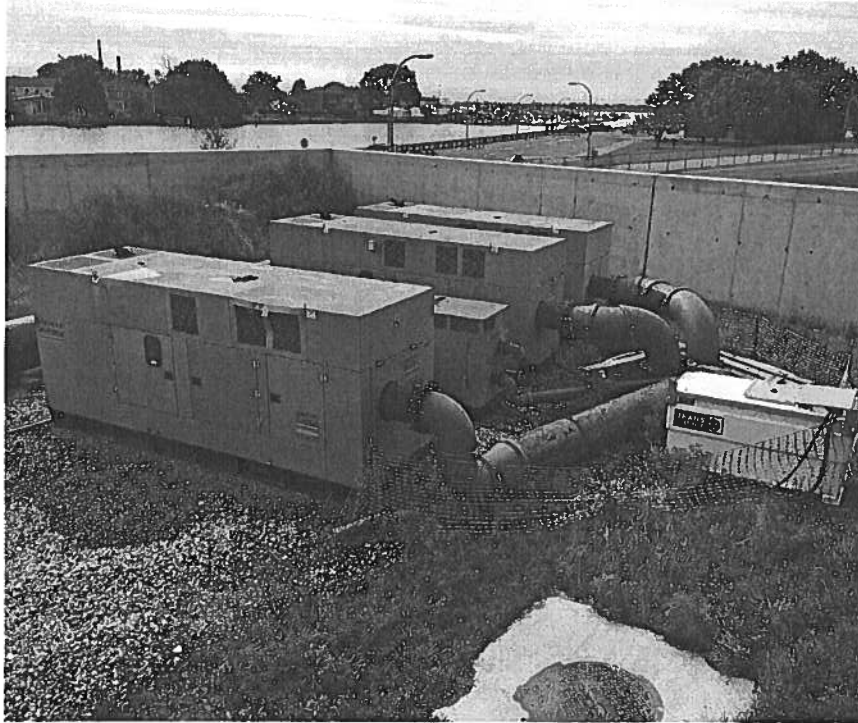
## Project Profiles

To demonstrate our experience, Gannett Fleming has provided a sample of our most recent and relevant projects on the following pages. These profiles illustrate our technical prowess, familiarity with the project scope, and success adhering to project controls measures, such as schedules and budgets. A matrix indicating our additional relevant storm hardening and flood mitigation experience is provided for review at the end of this section.

## NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

### Bay Park Sewage Treatment Plant, Stormwater Pumping Stations – Construction Management Services

**EAST ROCKAWAY, NEW YORK**



DATE OF COMPLETION:  
**Ongoing**

CONSTRUCTION COST:  
**\$16M**

CONSTRUCTION MANAGER:  
**Lazarus Francino, PE**

CLIENT REFERENCE:  
**Damon Urso, (516) 571-7534**



#### **PROJECT DESCRIPTION**

Gannett Fleming is providing construction management services to NCDPW for the construction of two stormwater pumping stations at the Bay Park Sewage Treatment Plant. This includes an 8.4 MGD pump station at the north catchment area and a 38 MGD pump station at the south catchment area, as well as the installation of new pumping equipment and electrical/controls systems. This project will serve as an enhancement within the perimeter flood wall/earthen berm to mitigate the potential for future tidal back-ups throughout the stormwater system, and will also have the ability to collect and transport stormwater from the plant property. Our firm is providing construction management, resident engineering/inspection, office engineering, scheduling,

as well as cost estimating and health and safety services.

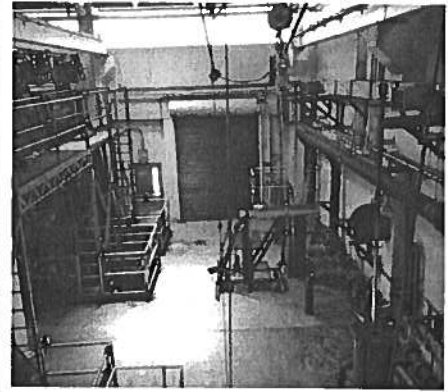
Included in the project is the installation of 2 interim Stormwater pumping systems which incorporate 11 critically silenced diesel pumped and above ground 24" and 36" piping headers.

The north pump station includes three (3) 45 horsepower submersible pumps and 12" and 18" mechanical joint ductile iron piping. The south pump station includes four (4) 135 horsepower submersible pumps and 20" and 36" mechanical joint ductile iron pipe. A new MCC will be constructed to service each pump station. Dedicated control systems and SCADA systems will be installed.

## NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

### Bay Park Sewage Treatment Plant, Influent Screening Facilities Improvement Project

**EAST ROCKAWAY, NEW YORK**



DATE OF COMPLETION:  
**2017**

CONSTRUCTION COST:  
**\$12M**

CONSTRUCTION MANAGER:  
**Lazarus Francino, PE**

CLIENT REFERENCE:  
**Damon Urso, (516) 571-7534**

#### PROJECT DESCRIPTION

NCDPW has undertaken a full repair and upgrade to the Bay Park Sewage Treatment Plant (Bay Park) as a result of Superstorm Sandy. As part of this \$800 million overall upgrade program, Gannett Fleming provided construction management services for the upgrade to the influent screening facilities. Our firm's services included resident engineering, resident inspection, office engineering, scheduling, cost engineering, and health and safety services for the pumps and appurtenances; four screens; and the electrical; mechanical; heating, ventilating, and air-conditioning (HVAC) systems; and odor-control facilities. The project also included roof repairs and new skylights.

Under this project, all four influent bar screens were replaced, including access platforms and accessories, hydraulic sluice gate operators stems and guides, manually operated sluice gates, stems, guides and supports, as well as dewatering pumps, guiderails, and associated piping and fittings. The four new mechanically cleaned bar screens, associated controls, and access working platforms were installed, in addition to new sluice gates, stems guides, supports, floor stands, and electric motor operators.

The bar screens were installed in phases, one at a time, to allow the facility to handle the average-daily plant flow (two screens

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required), and to allow one bar screen to be available for a wet weather maximum flow contingency. Maintenance of facility operations was a major factor in this phasing. In addition, we had the ability to test, start-up, and train the operators as each bar screen came online. This created the need to turnover each bar screen to operations for beneficial individually.

The chambers around the screens were also repaired (structural concrete repair). The entire bar screening facility building was updated including a new order control system and stainless steel ductwork. The 2 existing MCC's were replaced. All new conduit and wire was installed for all the equipment within the facility. All the personnel doors and rollup garage doors were replaced. The entire heating system was replaced including all the hot water supply and return piping system, unit heaters. Three (3) new roof mount air handling units were installed.

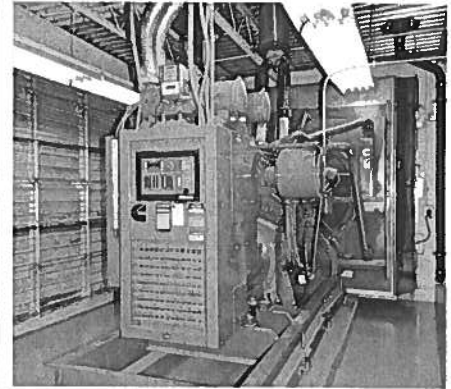
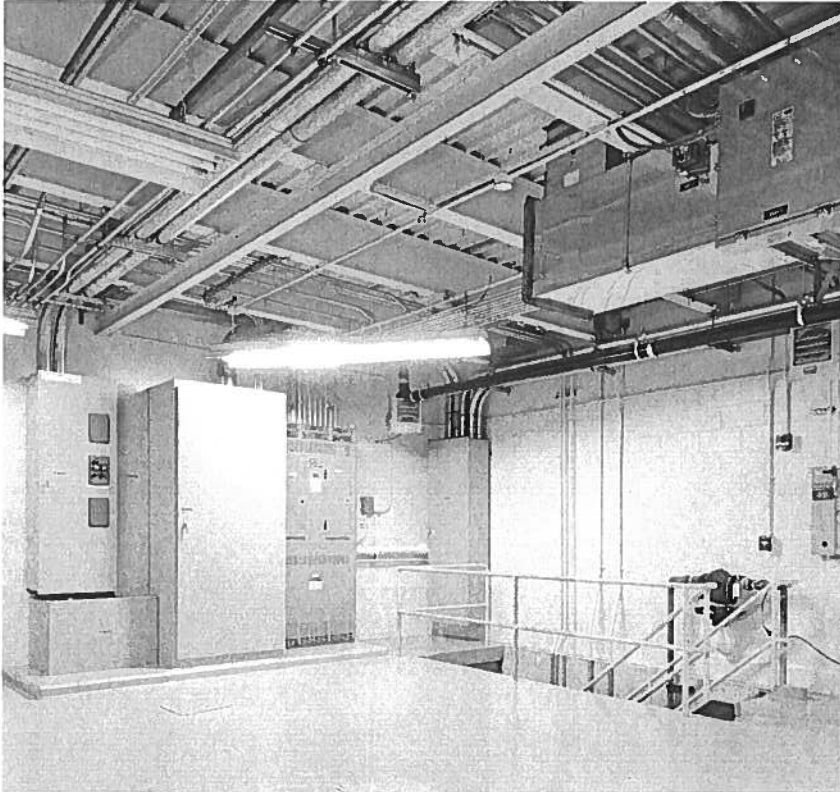
## **PROJECT CONTROLS SUCCESSES**

Our firm paid particular attention to various safety aspects during construction operations, including confined space entry, fall protection, and lockout/tagout (LOTO) procedures.

We also prioritized maintenance of plant operations (MOPO) by implementing a MOPO Plan and working closely with the various stakeholders to expedite the project schedule. The bar screens, originally the critical path, were completed and given to the plant for beneficial use 66 days ahead of schedule.

## **LESSONS LEARNED**

The screens were in a state of disrepair, and the issue of a bar screen breaking down while one is being replaced did occur. To mitigate this issue, spare parts for the existing bar screens were ordered ahead of time, and an allowance item was developed to repair the screens as needed on a time and material basis. This avoided the issue of having two screens unavailable. The allowance enables on-call repairs to take place as new work is being installed.

**SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS****Sewer District No. 21 - Effluent Pump Station Improvements****Construction Management Services****STONY BROOK, NEW YORK**

DATE OF COMPLETION:  
**2015**

CONSTRUCTION COST:  
**\$1.3M**

CONSTRUCTION MANAGER:  
**Lazarus Francino, PE**

CLIENT REFERENCE:  
**Ben Wright, (631) 852-4188**

**PROJECT  
DESCRIPTION**

Gannett Fleming provided construction management services for the effluent pump station improvements at the Suffolk County Department of Public Works Sewer District No. 21 SUNY-Stony Brook's wastewater treatment plant (WWTP).

The 6.5-mgd pump station has an average dry weather flow of 1.8 mgd. The influent pump station lifts incoming sewage and pumps it to the WWTP. The pump station consists of two main sewage pumps, one small jockey pump, and a two-chamber wet well interconnected by a sluice gate and

dry well. The pumps are dry-pit submersible pumps with variable frequency drives. The jockey pump is used to transfer wastewater during low flow periods.

Our firm developed and implemented a planned, construction staging schedule to maintain pump station operation during the construction period.

**PUMP STATION IMPROVEMENTS**

- 450-kW natural gas-fired standby generator with roof-mounted catalytic converter and silencer

- 
- Electrical distribution system for normal and standby power
  - Electrical panelboards
  - Fire alarm system
  - Heating, ventilation and air-conditioning (HVAC) systems and controls
  - Doors and exterior brick facade repairs
  - Roof system with safety railing
  - Removal and disposal of asbestos-containing material

#### **CONSTRUCTION MANAGEMENT SERVICES**

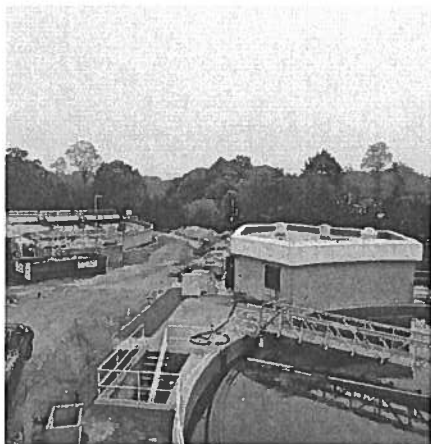
- Full-time resident engineering services
- Monthly job conferences
- Maintenance of plant operations during critical construction staging and shutdowns
- Start-up testing and acceptance of new equipment
- Shop drawing submittals and requests for information tracking logs



## SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS

### Sewer District No. 21 – Wastewater Treatment Plant Improvements

#### BROOKLYN, NEW YORK



DATE OF COMPLETION:  
**2015**

CONSTRUCTION COST:  
**\$12M**

CONSTRUCTION MANAGER:  
**Lazarus Francino, PE**

CLIENT REFERENCE:  
**John Donovan, PE,  
(631) 852-4184**

#### PROJECT DESCRIPTION

Gannett Fleming provided design and construction management services for the Suffolk County Department of Public Works Sewer District No. 21's wastewater treatment plant (WWTP) improvements. The WWTP became operational in March 1989. It was designed for an average flow of 2.50 mgd and will be upgraded to 2.80 mgd to accommodate the future expansion of SUNY Stony Brook University. As a result of the Long Island Sound initiative, the plant discharge must meet the New York State Department of Environmental Conservation's (NYSDEC) State Pollutant Discharge Elimination System (SPDES) permit limit for effluent total nitrogen of 40-pounds-per-day by the year 2014.

#### PROJECT FEATURES

- Oxidation ditch equipment replacement and biological nutrient removal control system provided
- New denitrification filter and influent pump station
- New gravity belt thickener
- Final clarifier internal components replacement
- Gravity thickener internal components replacement
- New odor control system
- New sodium hypochlorite, sodium hydroxide, and methanol storage and feed systems
- New return activated sludge/internal mixed liquor recycle pumps/waste activated sludge pumping systems
- New plant-wide supervisory control and data acquisition (SCADA) system
- New emergency generator
- New fire alarm system location
- New heating, ventilation, and air-conditioning (HVAC) systems and controls
- Asbestos-containing material removal and disposal
- A carefully planned construction staging schedule was developed and implemented to maintain the WWTP in operation during the construction period.

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## SCOPE OF SERVICES

- Wastewater treatment plant upgrades
- Construction staging
- Start-up/operation services
- Construction management services
- Project completion, within budget, and less than 3 percent change orders
- Provided full-time Resident Engineer
- Conducted monthly job conferences
- Resolved change order and construction issues
- Provided strategic construction planning for phased-in beneficial use
- Provided start-up testing and acceptance of new equipment
- Performed final completion inspections
- Reviewed shop drawing submittals and request-for-information tracking
- Coordinated with design services during construction
- Coordinated with plant management and owner's engineering and municipal staff

## ACCOMPLISHMENTS

- Gannett Fleming's performance of construction management services were extremely beneficial for this project, having provided previous design services at the WWTP facility.
- Reduced learning curve at construction start
  - » Resident Engineer performed constructability review of all designs
- Reduced request-for-information submittals
- Resolved all issues, proactively, as items arose
- Maintained direct-line-of-communication between the client and the design engineer for resolution of field issues
- Provided the Resident Engineer with direct access to technical specialists and designers for expedited response to questions

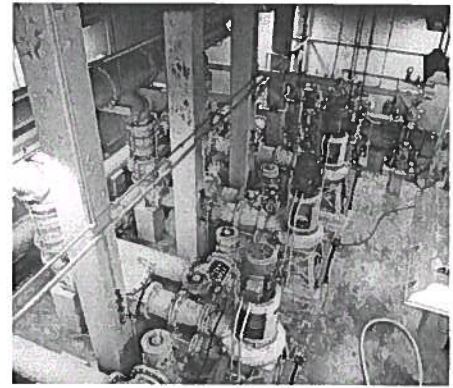
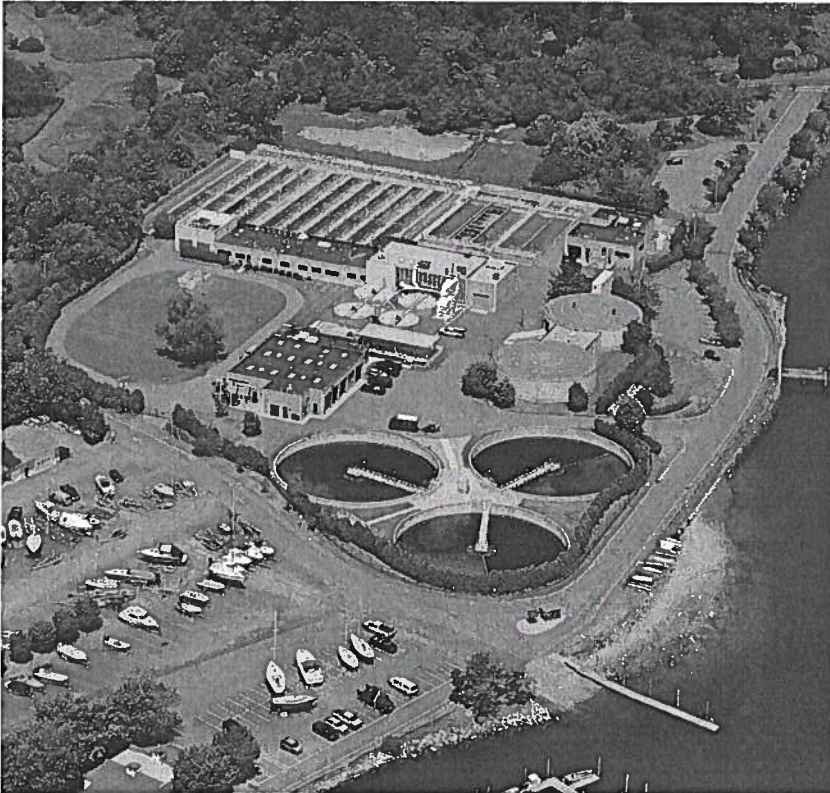
## AWARDS

- Gold Award, 2016, American Council of Engineering Companies of New York.



## TOWN OF GREENWICH, CONNECTICUT DEPARTMENT OF PUBLIC WORKS

### Grass Island Wastewater Treatment Plant – Process Pumps and Control Upgrade GREENWICH, CONNECTICUT



DATE OF COMPLETION:  
**2014**

CONSTRUCTION COST:  
**\$3.2M**

CONSTRUCTION MANAGER:  
**Ramsaywak Itwaru**

CLIENT REFERENCE:  
**Richard Feminella,  
(201) 622-7844**

#### PROJECT DESCRIPTION

Gannett Fleming provided engineering design services and construction management services for improvements to the Grass Island Wastewater Treatment Plant. The plant was designed for an average flow of 12.5 mgd and a peak flow of 31 mgd. Our firm provided the design for return activated sludge (RAS), waste activated sludge (WAS), and final effluent (FE) pumps, as well as associated control systems upgrades.

#### PROJECT FEATURES

- RAS, WAS, and FE pumps and motors evaluations
- Suction and discharge piping and valves evaluations
- Pumping capacity and operating conditions reviews to confirm pump sizing adequately meets current and future plant requirements
- Electrical/instrumentation designs to integrate new pump controls with the existing Invensys/Foxboro supervisory control and data acquisition (SCADA) system
- Maintenance of plant operations development (for use during construction)
- Construction bid documents preparation
- Construction management

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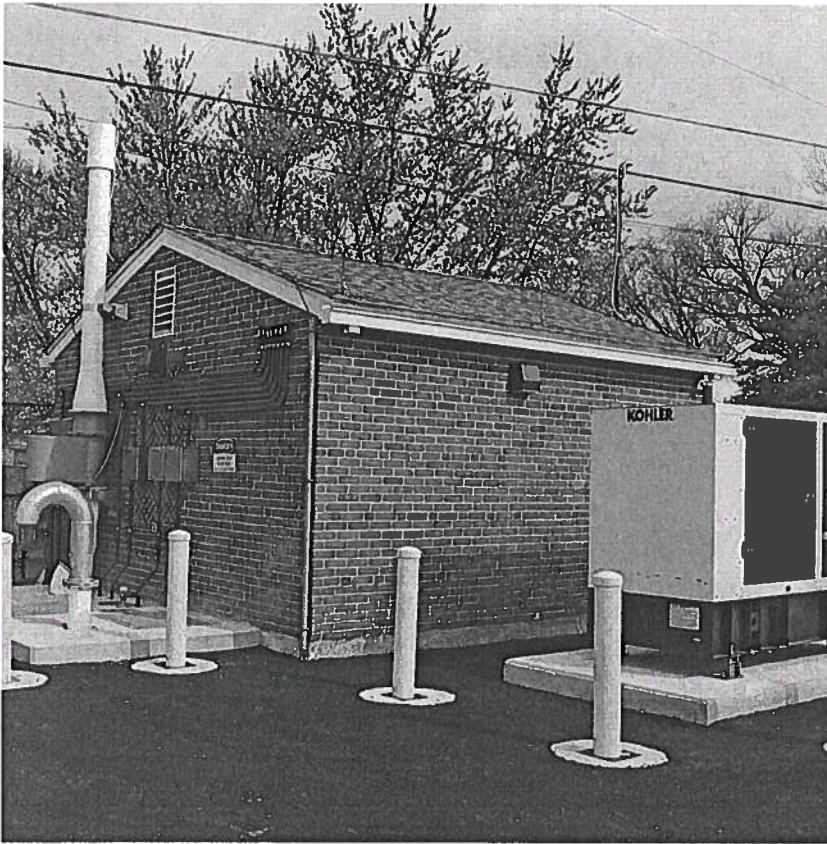
### **SCOPE OF SERVICES**

- New RAS, WAS, and FE pumps and motors
- New variable-frequency drives and pump control panels
- Motor control center and distribution panel replacement (to accommodate new pumps and controllers)
- New pump controls integrated with existing Invensys/Foxboro SCADA system
- New graphic displays incorporated into the existing Foxboro system
- New RAS/WAS magnetic flow meters and transmitters

## BALTIMORE COUNTY DEPARTMENT OF PUBLIC WORKS

### On-Call Pump Station Engineering and Construction Services

#### BALTIMORE COUNTY, MD

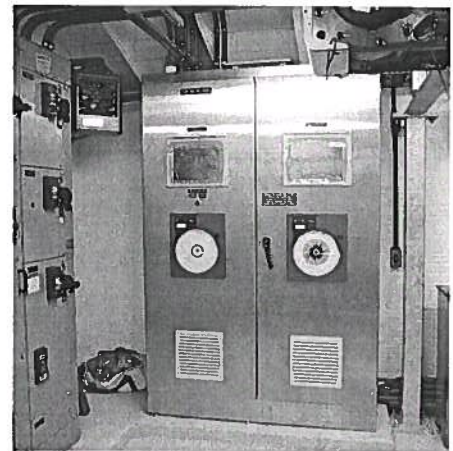


DATE OF COMPLETION:  
**2013**

CONSTRUCTION COST:  
**\$2.4M**

CONSTRUCTION MANAGER:  
**Elik Livay, PE, PMP**

CLIENT REFERENCE:  
**Glen Keller, (410) 887-3765**



#### PROJECT DESCRIPTION

Gannett Fleming provided design and construction support of improvements to multiple pumping stations within the Baltimore County Department of Public Works system. These assignments required complete assessments of existing conditions and development of plans to provide reliable, energy efficient, and low maintenance operation.

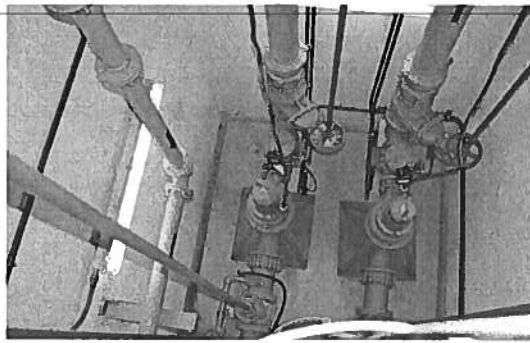
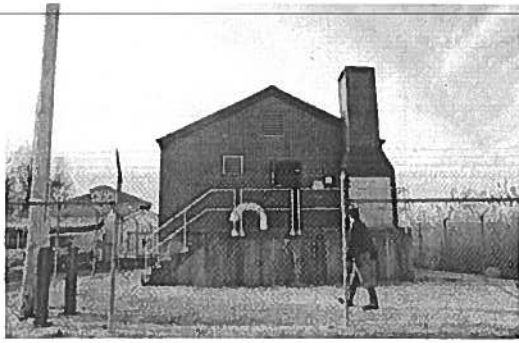
#### WEST INVERNESS PUMP STATION

The West Inverness Wastewater Pump Station is located in Dundalk, MD. The 700 gpm station was built in 1955 and is a dry-pit/wet-pit configuration. For this project,

design services included replacement of the mechanical and electrical equipment, two new dry pit pumps, piping, motor control centers, control, instruments, and heating, ventilation, and air-conditioning (HVAC) system. The improvements also included the replacement of architectural features, a new precast-concrete flowmeter vault, and the raising of the wet well to grade.

Construction phase services including attendance with progress meetings, RFI responses, submittal review, and other services.





### **PROJECT SUCCESSES**

This project was completed with zero lost time accidents during all phases of the work, and the project delivered within budget. Gannett Fleming was awarded an additional assignment as a result of the quality of the work.

### **CATONSVILLE PUMP STATION**

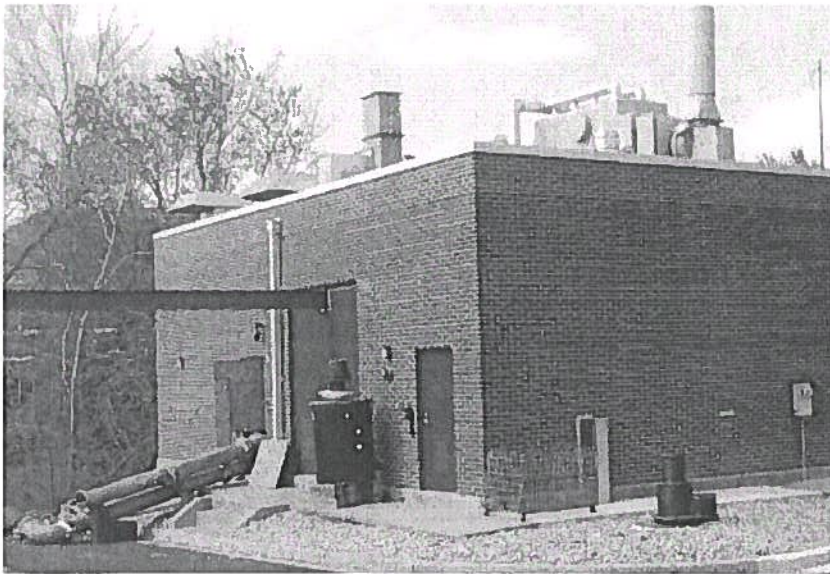
Gannett Fleming also assessed the Catonsville station and made recommendations for upgrades. The investigation included evaluating alternatives for new influent sewer and force main.

### **WILLOW AVENUE PUMP STATION**

The scope of work for the Willow Avenue Pump Station is very similar to the West Inverness Station with regard to the evaluation of existing conditions and station components, and the recommendations that Gannett Fleming made for upgrades. The conditions of all station components were evaluated, and a final report summarizing our findings and recommendations was submitted and accepted by the County.

## ANNE ARUNDEL COUNTY

### Construction Management Services for Parole Sewage Pump Upgrade Phase II ANNE ARUNDEL COUNTY, MD



DATE OF COMPLETION:  
2011

CONSTRUCTION COST:  
\$6.1M

CONSTRUCTION MANAGER:  
Scott A. Schriner

CLIENT REFERENCE:  
Victor Kibec, (410) 222-7620

#### PROJECT DESCRIPTION

Gannett Fleming provided bid- and construction-phase services for the rehabilitation of the Parole Sewage Pump Station, a 4 mgd average flow station, serving Annapolis. This station serves as an integral part of the metropolitan Annapolis sewage collection system, and the improvements enhanced the current and future demands of this growing commercial and residential community. Sewage flows were pumped to the Annapolis Water Reclamation Facility. This was two-year construction management and inspection project.

The pumping station was an existing, in-ground cast-in-place concrete wet well/dry well type station that housed dry pit submersible pumps, motor control center, process equipment facilities, and instrumentation controls. It was a brick

masonry structure control building. The station underwent major improvements, including the replacement of two of the three pumps with motors, valves, and piping; the replacement of the motor control center and installation of a new standby generator system; and installation of new process and heating, ventilation, and air-conditioning (HVAC) equipment. External improvements included a new roof system, fencing, pavement modifications, and masonry restoration.

Bid-phase services included providing a constructability review, technical consultations with the designer and the County to review and respond to bidder questions, and assistance with the design of the bypass pumping system.

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Construction-phase services included implementating our project management plan and full-time project management services, including conducting construction-related meetings; providing monthly reports to the County; and coordinating submittals, requests for information, and contract records. Inspection services included full-time on-site inspection, video and photo documentation of job progress, record-keeping, coordination with private utility services, coordination of equipment testing, and final inspection.

A major challenge for this project was been maintaining Parole Pump Station operation during these major renovations, including the successful implementation of the sewage bypass system. Other station features included a new odor control system using a cross flow scrubber absorption system, replacement and

redesign of the bridge crane and girder hoist, new electrical and instrumentation control systems, and the construction of an exterior pad-mounted standby generator.

Our firm provided construction management services, including technical consultation, project management, and full-time inspection services. To assist with project management, we implemented a customized information management system. This approach fostered not only improved communications and document control but also helped achieve sustainability objectives by promoting paperless reporting and tracking.

## NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

### Newtown Creek Water Pollution Control Plant

#### BROOKLYN, NY



DATE OF COMPLETION:  
2017

CONSTRUCTION COST:  
\$290M

CONSTRUCTION MANAGER:  
Brian Walker, ENV SP

CLIENT REFERENCE:  
Kevin Donnelly,  
(718) 595-3041

#### PROJECT DESCRIPTION

Gannett Fleming, as part of a joint venture, provided construction management services for 14 construction contracts to upgrade the Newtown Creek Water Pollution Control Plant (WPCP) for the New York City Department of Environmental Protection (NYCDEP). The work involved upgrades to the central residuals building; the sludge barging facilities, along and within Newtown Creek; modifications to the main building's northwest wing; reconstruction of the South Battery of aeration and final tanks, reconstruction of the South Control buildings; the addition of a new grit facility building; improvements to the trunk sewer; and improvements to the site stormwater around the entire facility.

The WPCP upgrade was under a Consent Order from the U.S. Environmental Protection Agency and the New York State Department of Environmental Conservation (NYSDEC). Located in Brooklyn's Greenpoint neighborhood, the WPCP underwent a major, long-term upgrade that began in 1999. Our firm provided construction management services during Phase 3 of the upgrade program.

#### PROJECT FEATURES

- Minor Demolition- Contract NC-50 Sludge Loading Dock: Demolition of an above ground sludge storage tank (approx. 50,000 gallons). Removal/demolition of rotary batch reactor tanks.
- Flood Rated Doors
- Fire rated construction Contract NC 41 Central Residuals Building: This building was constructed to NYC Building codes. The installation of fire rated doors, partition and sealant for room to room penetrations.
- Electrical and Mechanical equipment relocation
- Flood walls, gates, barriers for buildings Contract NC-50 Sludge Loading Dock: Construction of reinforced concrete loading dock at Whale Creek, tributary to Newtown Creek to East River. Dock was constructed on 60 ton "H" piles.
- Wall penetrations
- Water repellent application
- Concrete knee walls
- Carbon FRP wall reinforcement system



- Brickwork-Contract NC 41 Central Residuals Building: Approx. 40,000 sq.ft. of glazed brick (exterior), with 25,000 sq. ft. of reinforced masonry on interior of building.
- Curb, sidewalk and driveways Contract NC 41 Central Residuals Building & Contract NC-50 Sludge Loading Dock: Access of 4,000 linear feet of steel face curb installed, 20,000 sq. ft. of sidewalks, and 100,000 sq. ft. of asphalt pavement for parking lots.
- Stairways Contract NC 41 Central Residuals Building: Concrete reinforced stairwells were constructed. Seven separate stairways within the building. Stairways constructed to fire-rated standards with code required egress lighting.
- Flood-tight hatches
- Waterproofing- Contract NC 41 Central Residuals Building This building was constructed at levels from -19 ft. to at sea level. Concrete floors and foundations were waterproofed using latest methods and technologies.
- Replacing link-seal systems
- Submersible sump pumps and controls
  - » Con Edison
  - » Brooklyn Union Gas
  - » New York Telephone
- NYCDEP Sewer Construction
- NYCDEP Water Construction
- Pavement Marking of Bureau of Traffic Operations Highway Control Division
- Bureau of Fire Communications coordination
- Street Lighting for Bureau of Traffic Operations
- Traffic Stipulation New York City Department of Transportation Office of Construction Mitigation and Coordination Bureau of Permit Management
- Traffic of Bureau of Traffic Operations, Buckeye Pipeline
- NYCDEP Division of Review and Compliance

Traffic was maintained for the New York City Department of Sanitation for a Transfer Station as well as for contractors working at the WPCP upgrade (4 billion dollars of construction). There were many stages that were required for the Maintenance and Protection of Traffic.

### PHASE 3 CONSTRUCTION SCOPE

- Early project construction included new roadway and utility installations
- Sanitary sewer lines, storm sewers, water and distribution mains, and fire alarm conduit installations
- Storm sewer work involved connecting into 90-inch interceptor sewer via a new chamber
- Numerous utilities required close coordination

### SCHEDULE

Condition assessment and inspection repairs to concrete final tanks and channels were finished ahead of schedule. The final tank reconstruction project was completed ahead of schedule and under budget for construction management services. The new grit facility with new, major sewer headworks piping and stormwater site system was completed ahead of schedule.



**NEW JERSEY AMERICAN WATER****Raritan-Millstone Water Treatment Plant – Short-Term/Long-Term Flood Protection and Stormwater Pumping System Improvements****MILLSTONE, NJ**

DATE OF COMPLETION:  
**2012**

CONSTRUCTION COST:  
**\$30M**

CONSTRUCTION MANAGER:  
**Michael Morgan, Project Principal**

CLIENT REFERENCE:  
**John Gillespie, (908) 431-3259**

**PROJECT DESCRIPTION**

The Raritan-Millstone Water Treatment Plant (WTP) is located at the confluence of the Raritan and Millstone rivers in Bridgewater, New Jersey. The WTP treats surface water from the Raritan River; Millstone River; and the Delaware and Raritan Canal; and it provides drinking water to approximately 1 million New Jersey residents (average day 100 mgd).

Its prime river location makes it susceptible to flooding. A berm and wall system around the plant provides protection from flooding to an elevation of 44.00 feet (approximately 5 feet above plant grade), when the Raritan River floods its banks. During Hurricane Irene and Superstorm Sandy, it became clear that removing water from the site presented risks that could put the whole site in jeopardy.

**SHORT-TERM**

Gannett Fleming provided services for short-term stormwater improvements at the Raritan-Millstone water treatment plant for New Jersey American Water. Short-term improvements allowed the plant personnel to rapidly respond to internal drainage within the flood reduction levee system that surrounds the 2 mgd water treatment plant. Gannett Fleming provided design, contract drawings, specifications, and construction observation services for the installation of gates, valves, and permanent pump discharge piping with aboveground headers to accept multiple quick connect pump discharge hoses which outlet water outside the earthen embankment in a manner, not damaging the embankment levee.

Gannett Fleming also assisted with the stability review and rehabilitation of an existing 6-foot-tall, 200-foot-long concrete block wall which provided riverside protection and was in distress. Stability review included a site specific subsurface exploration, laboratory testing of the soil samples obtained, and engineering analysis utilizing the findings. Analysis of the existing wall and design of the reconstructed wall (to be 12 feet tall) was conducted in accordance with USACE design criteria. Upon review of the conceptual Geotechnical Report and Alternative Analysis, Gannett Fleming was requested to perform final design, prepare contract drawings and specifications, and provide construction management duties for construction of a replacement cast-in-place concrete T-wall.

Gannett Fleming conducted a long-term flood probability study for the flood protection project at the water treatment plant. Scope included performing project communications; attending project meetings; performing data collection, visual field inspection, and a field cross-section survey of the selected Raritan River beach; developing engineering hydrology for the selected beach; conducting a hydraulic analysis for the selected beach; performing a flood risk analysis at the water treatment plant; and preparing a hydrologic analysis and preliminary flood risk assessment study report.

#### **LONG-TERM**

Gannett Fleming assisted with the WTP Long-Term Flood Protection and Stormwater Pumping Station System Improvements. This scope included:

- Adding stormwater piping valves
  - » Prevents high river water from surcharging into the plant
- Adding permanent discharge header systems
  - » Allows plant personnel to connect portable pumps to discharge stormwater from within the plant during high water events
- Providing plant levee protection system and stability review
- Adding three 7.2-mgd flood protection stormwater pumping systems
- Adding outfall protection on the outside of the berms, including headwalls, riprap, and flapper valves

The design provided three culverts, under the berm, by slip-lining existing reinforced-concrete pipe with polyethylene pipe. The culverts were designed to operate by gravity, during normal non-flood conditions.

During flood conditions, the gravity system was isolated and pressurized as a force main by using temporary pumps to move the collected stormwater through the conveyance system. A discharge header system, at each location, allowed plant operators to mobilize and connect portable pumps quickly and safely as part of the emergency procedures required before a major storm.

#### **PROJECT SUCCESSES**

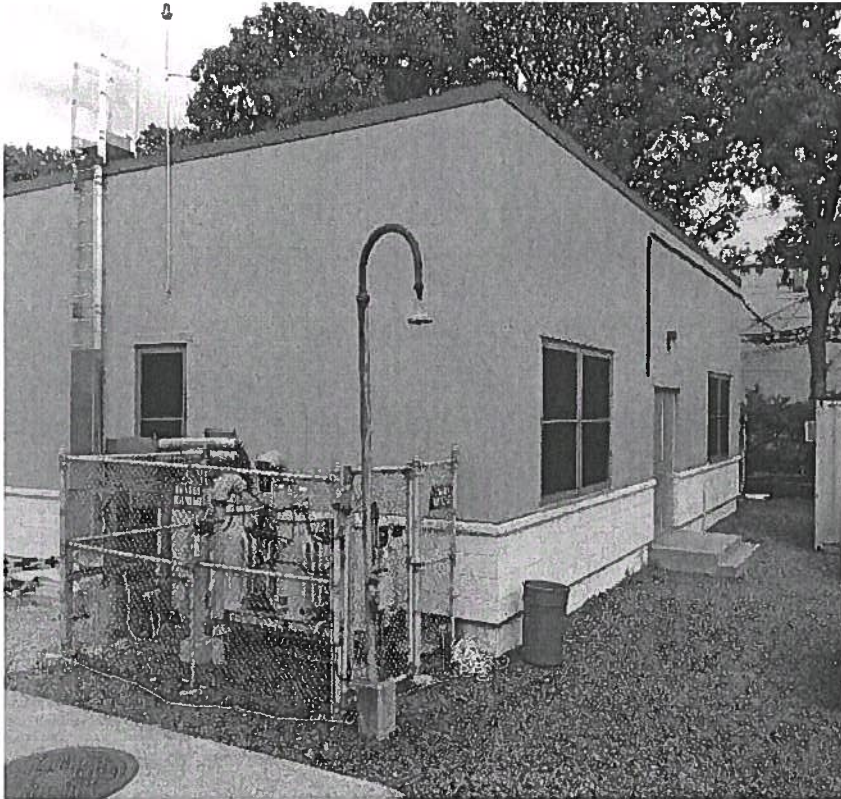
- Developed long-term flood protection and pumping systems
- Satisfied expedited design and construction schedule to protect site from other storm events



## PUBLIC SERVICE ELECTRIC AND GAS

### East Rutherford Switchyard Control Building Renovations

**EAST RUTHERFORD, NJ**

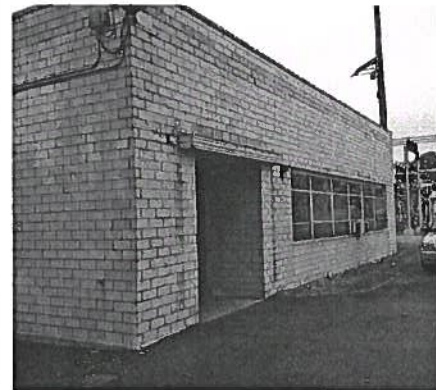


DATE OF COMPLETION:  
**2015**

CONSTRUCTION COST:  
**\$1.1 Million**

CONSTRUCTION MANAGER:  
**John Bradley**

CLIENT REFERENCE:  
**Sal Bordanaro, (610) 765-5598**



#### PROJECT DESCRIPTION

Gannett Fleming provided engineering, procurement, and construction services to facilitate renovations to the control building within East Rutherford Switchyard. Specific scope items included the following:

- Re-facing the exterior of the building;
- Replacing all windows and doors to Aurora standard (PSE&G and NERC CIP security requirements). New doors included card readers and associated hardware, new windows included operable Medium Security screens
- Remodeling the existing bathroom, including new plumbing fixtures, stalls, and flooring
- Installing new flooring throughout the entire building;
- Installing a redundant heating, ventilation and air conditioning system for the entire building;
- Replacing all interior and exterior lighting;
- Replacing existing sump pumps in underfloor raceway system;
- Installing an exterior ladder to the roof; and
- Evaluating the roof condition to determine if replacement is needed. Evaluation included asbestos testing.

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### **STATION LIGHT AND POWER UPGRADES**

The project also included the replacement of the station light and power (SL&P) system which entailed:

- Removal and replacement of both 26kV/440v transformers (primary and backup) and all associated feeds into control house
- Installation of new SL&P switchgear and enclosure within 26kV yard
- Removal and replacement of new potheads for SL&P feeds in 26 kV yard
- Installation of new structural framework in 26kV yard as necessary for secondary feeds
- Installation of external surge arrestors for each transformer

### **FLOOD MITIGATION EFFORTS**

Another part of the overall project was the design and construction a comprehensive flood mitigation system for the control building and yard. This included:

- The removal and replacement of the existing primary storm water manhole and single pump with a larger volume manhole and a dual pump system complete with localized control panel and alarms. Repairing and upgrading the storm drainage system; redesigning the pump system, gate valve, and electrical feed;
- Designing and installing a bituminous berm to control and channel runoff;
- Sealing existing empty and abandoned conduits.
- To prevent water infiltration, we also raised concrete electrical vaults, and re-graded the area surrounding the vaults.

Gannett Fleming was also responsible for providing engineering services, attending meetings, and preparing construction documents for the entire project, with specific tasks including:

- Preparation and submittal of construction documents to PSE&G for review and approval (IFR and IFC);
- Supervision of field operations during the design and engineering phase;
- Preparation of an anticipated construction schedule;
- Outage coordination;
- Solicitation of bids from contractors and provision of a recommendation for award; and
- Construction Management services, including on-site construction supervision and as-built drawings.



## Storm Hardening & Resiliency Experience Matrix

PROJECT	STORM HARDENING	FLOOD MITIGATION
NCDPW - Bay Park STP, Stormwater Pumping Stations - CM Services	✓	✓
NCDPW - Bay Park STP - Grit Facility and Sludge Dewatering Building Improvements/ Flood Control	✓	✓
NCDPW - Pump Station Repair and Mitigation	✓	✓
NCDPW - Cedar Point Lake Stormwater Pump Station Replacement	✓	✓
Village of Northport - WWTP Upgrades, Phases I and II	✓	✓
NJAW - Raritan-Millstone WTP - Short-Term/Long-Term Flood Protection and Stormwater Pumping System Improvements	✓	✓
NYCDEP - Newtown Creek WPCP	✓	✓
SCDPW - Bergen Point WWTP Expansion	✓	✓
PSE&G - East Rutherford Switchyard Control Building Renovations	✓	✓
IFF - Building Flood Wall - CM and Design Services	✓	✓
County of Fairfax - Flood Mitigation and Monitoring, Dam Safety, and Dredging Program	✓	✓
BRSA - Blower Buildings Flood Mitigation Services and Feasibility Study	✓	✓
PANYNJ - Indefinite Quantity Contract (IQC) for Expert Professional Architectural and Engineering Services for the Design of Federally Funded Super Storm Sandy Related Repair and Resiliency Projects on an "As Needed" Basis During 2013-2017	✓	✓
PANYNJ - Facility Surveys for Hurricane Sandy Damage Assessment Brooklyn Pier Sheds 7, 9, and 11, Brooklyn, NY	✓	✓



# Storm Hardening & Resiliency Experience Matrix

PROJECT	STORM HARDENING	FLOOD MITIGATION
NJ TRANSIT - Substations A/E Design Services at Hoboken Terminal/Yard, Meadows Maintenance Complex, and Bay Head Yard, Various Locations, NJ	✓	✓
NJ TRANSIT - Inspection of Flood Damaged Elevators and Escalators at the Secaucus Junction Station	✓	✓
NJ TRANSIT - Gladstone Line Catenary Structure Replacement	✓	✓
B&T - Post-Hurricane Sandy Flood Mitigation Implementation at the Brooklyn Battery Tunnel Building	✓	✓
MNR - Preliminary Engineering Services for the Design Build of Power, Communications and Signals Infrastructure Improvements on MNR's Hudson Line - Sandy Restoration	✓	✓
NJTA - On-Call A/E Contract - NJ Turnpike NB MP 102.1 Shoulder Washout Damage Emergency Repairs	✓	✓
NJTA - On-Call A/E Contract- GSP Driscoll Bridge Navigation Channel Fender System Repairs	✓	✓
NJDOT - Evaluate data products and management processes that are associated with the bathymetric survey for the location of debris and shoaling that may have accumulated in the New Jersey channels as a result of the events related to Superstorm Sandy	✓	✓
NJDOT - Evaluate data products and management processes that are associated with the bathymetric survey for the location of debris and shoaling that may have accumulated in the New Jersey channels as a result of the events related to Superstorm Sandy	✓	✓
NYCT - Feasibility Studies & Design for Near & Long Term Flood Mitigation / Resiliency & Technical Construction Supports for Fan Plants, Emergency Exits, & Vents at 14 Critical Locations - Manhattan, Queens, and Brooklyn, NY	✓	✓
NJAW - Stormwater Improvements for Raritan-Millstone Water Treatment Plant	✓	✓
NJDEP - Program Manager Contractor and Environmental Assessment Field Contractors for Environmental and Historic Preservation Reviews for New Jersey's CDBG-DR Grant Program	✓	✓
ACE - Substation Design Services	✓	✓



## Storm Hardening & Resiliency Experience Matrix

PROJECT	STORM HARDENING	FLOOD MITIGATION
SCDPW - Pump Stations 9 & 10, Flood Protection Design	✓	✓
NYCDEP - Gowanus Pump Station and Related Facilities	✓	✓
Pennsylvania American Water - Becks Run Raw Water Pump Station	✓	✓
Pennsylvania American Water - Hershey Water Treatment Plant	✓	✓
Spotsylvania County Utilities Department - Motts Run and Ni River WTPs	✓	✓
KY American Water Company - Kentucky River Station (KRS) II Water Treatment Plant at Hardin's Landing	✓	✓
Con Edison - East 16th and West 28th Street Facilities – Storm Hardening	✓	✓
Con Edison - Installation of Pass Breakers - Storm Hardening Phase 2 East 13th Street 345 kV Substation	✓	✓
Con Edison - Installation of Pass Breakers - Storm Hardening Phase 2 West 28th Street Substation	✓	✓
Con Edison - Storm Hardening of Astoria LNG Plant Salt Water Fire Pump House	✓	✓
Con Edison - The Learning Center Storm Hardening	✓	✓
Con Edison - CNG Upgrades and Storm Hardening Design at the Eastview Service Center	✓	✓
Con Edison - Substations Storm Hardening Services for Fresh Kills, Gowanus, and Goethals Substations	✓	✓
NYCSCA - PS90 Edna Cohen School, Coney Island, NY	✓	✓



# Storm Hardening & Resiliency Experience Matrix

PROJECT	STORM HARDENING	FLOOD MITIGATION
NYCSCA - PS195 Manhattan Beach, Brooklyn, NY	✓	✓
NYCSCA - PS195 William Haberle School, Queens, NY	✓	✓
NYCSCA - PS 169Q Water Penetration and Flood Elimination	✓	✓
Town of Greenwich - On-Call Storm Hardening Investigation/Upgrades	✓	✓
Town of Greenwich - Grass Island WWTP - Upgrade and Electrical Improvements	✓	✓
Borough of Lewistown - Lewistown WWTP Upgrades	✓	✓
Danville Municipal Authority - Danville WWTP Upgrades	✓	✓
LIRR - Long Island City (LIC) Yard Restoration, Long Island City, NY	✓	✓
Gilbane Building Company and NJ Department of the Treasury - Reconstruction, Rehabilitation Elevation and Mitigation Home Inspection Program Management, Statewide, NJ	✓	✓
NYCDDC - CM/Design/Build for Hurricane Sandy-Affected Residential Community Recovery A/E Services	✓	✓



COUNTY OF NASSAU

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

1. Name of the Entity: Gannett Fleming Engineers and Architects, P.C.

Address: 88 Froehlich Farm Boulevard, Suite 450

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Other (specify) Professional Corporation

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):

1 File(s) uploaded Gannett Fleming Engineers and Architects Officers and Directors.pdf

*No principals have been attached to this form.*

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.

If none, explain.

James R. Laurita, One Penn Plaza, Suite 630, 250 West 34th Street, New York, NY 10119  
John W. Kovacs, Foster Plaza III, Suite 200, 601 Holiday Drive, Pittsburgh, PA 15220  
Giuseppe Tulumello, One Penn Plaza, Suite 630, 250 West 34th Street, New York, NY 10119

*No shareholders, members, or partners have been attached to this form.*

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.

Gannett Fleming Engineers and Architects, P.C. is affiliated with Gannett Fleming, Inc., Gannett Fleming Architects, Inc., and Gannett Fleming Engineers, P.C.  
Gannett Fleming Inc., Gannett Fleming Architects, Inc., and Gannett Fleming Engineers, P.C. will not take part in performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None/Not Applicable (No lobbying services were utilized by Gannett Fleming related to this

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

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

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

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

Electronically signed and certified at the date and time indicated by:

James R. Laurita, PE

Dated: 09/22/2022 12:45:11 PM

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.

**Gannett Fleming Engineers and Architects, P.C.  
Officers and Directors (Last Updated 2/17/2022)**

- |                       |                       |
|-----------------------|-----------------------|
| • Laurita, James R.   | Chairman              |
| • Laurita, James. R   | President             |
| • Hair, Glen. L.      | Senior Vice President |
| • Hair, Glen L.       | Secretary             |
| • Kovacs, John W.     | Senior Vice President |
| • Tulumello, Giuseppe | Senior Vice President |
| • Tulumello, Giuseppe | Assistant Treasurer   |
| • Rikk, Joseph, Jr.   | Vice President        |
| • Rikk, Joseph, Jr.   | Treasurer             |



# CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

## PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)  
GANNETT FLEMING ENGINEERS & ARCHITECTS, P.C.  
207 SENATE AVENUE  
ATTN: PAYROLL DEPT.  
CAMP HILL, PA 17011-7100

1b. Business Telephone Number of Insured  
(717) 763-7212

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

1c. Federal Employer Identification Number or Social Security Number  
232935505

2. Name and Address of Entity Requesting Proof of Coverage  
(Entity Being Listed as the Certificate Holder)

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE  
WESTBURY, NY 11590

3a. Name of Insurance Carrier

**New York State Insurance Fund (NYSIF)**

3b. Policy Number of Entity Listed in Box "1a"  
DBL 3090 50 - 4

3c. Policy effective period

07/01/2022 to 07/01/2023

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits  
☐ B. Disability benefits only  
☐ C. Paid family leave benefits only

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law  
☐ B. Only the following class or classes of employer's employees:

\_\_\_\_\_  
\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/12/2022

By Kristin Markwica

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332

Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

**IMPORTANT:** If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

## PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2022

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).

<b>PRODUCER</b> Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900		<b>CONTACT</b> NAME: Janice Bolton PHONE (A/C, No, Ext): 717-761-4600, Ext. 3031 E-MAIL ADDRESS: JBolton@GunnMowery.com FAX (A/C, No): 717-761-6159	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> PA Manufacturers Indemnity Co.	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**  
Gannett Fleming Engineers & Architects, PC  
88 Froehlich Farm Boulevard  
Suite 450  
Woodbury NY 11797-2012

6895

**COVERAGES****CERTIFICATE NUMBER:** 922333890**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3022012907384A	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1522012907384	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	2022012907384A	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Blanket Additional Insured applies per written contract.

Bay Park STP SCADA System Improvements - S35117-04M. The following are considered as Additional Insureds for General Liability and Automobile Liability policies as per written contract: Nassau County. Coverages apply on a Primary and Non-Contributory basis per policy language.

**CERTIFICATE HOLDER****CANCELLATION 90**

NASSAU COUNTY  
1194 PROSPECT AVENUE  
WESTBURY NY 11590

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2023

DATE (MM/DD/YYYY)  
05/26/2022

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).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	<b>CONTACT NAME:</b>	<b>FAX (A/C. No.):</b>	
	<b>PHONE (A/C. No. Ext):</b>	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1361922 GANNETT FLEMING ENGINEERS & ARCHITECTS, P.C. 88 FROELICH FARM BOULEVARD, SUITE 450 WOODBURY NY 11797	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Continental Casualty Company		20443
	<b>INSURER B:</b> Lexington Insurance Company		19437
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			


**COVERAGES****CERTIFICATE NUMBER:** 18190856**REVISION NUMBER:** XXXXXXXX

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A B	<b>PROFESSIONAL LIABILITY</b>	N	N	AEH 591957881. 31565612.	06/01/2022 06/01/2022	06/01/2023 06/01/2023	\$10,000,000 PER CLAIM; \$10,000,000 AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Bay Park STP SCADA System Improvements - S35117-04M.

**CERTIFICATE HOLDER****CANCELLATION**

<b>18190856</b> NASSAU COUNTY 1194 PROSPECT AVENUE WESTBURY NY 11590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  





**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>Gannett Fleming Engineers &amp; Architects, P.C 207 Senate Ave. Camp Hill, PA 17011</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>(717) 763-7211</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1931733</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>23-2935505</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Nassau Department of Public Works 1194 Prospect Avenue Westbury, NY 11590-2723</p>	<p>3a. Name of Insurance Carrier</p> <p>PENNSYLVANIA MANUFACTURERS INDEMNITY COMPANY</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>2022012907384A</p> <p>3c. Policy effective period</p> <p>02-01-2022 to 02-01-2023</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

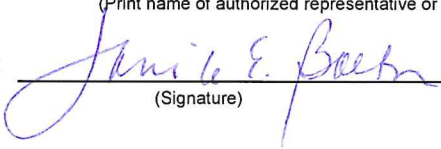
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Janice E. Bolton  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  2-1-22  
(Signature) (Date)

Title: VP

Telephone Number of authorized representative or licensed agent of insurance carrier: (717) 761-4600

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**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:** December 10, 2021

**SUBJECT:** Recommendation for Construction Management Services  
with Gannett Fleming Engineers and Architects, PC  
Bay Park STP SCADA System Improvements  
Project ID No. S35117-04M

This Department proposes to award the Design Services for the Bay Park STP SCADA System Improvements project to Gannett Fleming Engineers & Architects PC (Gannett Fleming). The scope of work includes but is not limited the following service: Construction Management (CM) services for the installation of Supervisory Control and Data Acquisition (SCADA) system at the Bay Park Sewage Treatment Plant (STP) in East Rockaway, NY. Construction activities will include mostly electrical and instrumentation work and will take place throughout the entire plant.

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposals (RFP) dated September 1, 2021. The RFP was prepared in accordance with the Countywide Procurement & Compliance Policy for assessing technical understanding, statement of qualifications, and proposed project schedule.

Technical and cost proposals were received from six (6) firms on October 15, 2021, in response to this RFP. The proposals were evaluated by both registered professional engineers and other personnel within the Department of Public Works: Vincent Falkowski P.E., Christopher Vella, Karen Fay P.E., and Gerard Ennis on December 1, 2021. After a tabulation of each evaluator's scoring was done, a technical ranking order was established. Each firm's cost proposal was then opened and recorded. The results of the technical evaluation and cost proposals are listed in **Table 1** below:

**Table 1:** Comparison of Proposal Evaluation Criteria

<b>Firm Name</b>	<b>Technical Rank</b>	<b>Technical Rating</b>	<b>Proposed Cost</b>	<b>Multiplier</b>	<b>30% Contingency</b>	<b>Total Fee with Contingency</b>
deBruin	1	91.50	\$666,000.00	2.3	\$199,800.00	\$865,800.00
Cameron	2	89.25	\$1,055,476.62	2.5	\$316,642.99	\$1,372,119.61
<b>Gannett Fleming</b>	<b>3</b>	<b>89.00</b>	<b>\$402,793.30</b>	<b>2.3</b>	<b>\$120,837.99</b>	<b>\$523,631.29</b>
LKB	4	85.50	\$1,394,053.00	2.3	\$418,215.90	\$1,812,268.90
M&J	5	76.25	Cost Proposal not opened			
Elite / Entech	6	69.50	Cost Proposal not opened			

deBruin, Cameron, Gannett Fleming, and LKB offered high Technical Ratings. However, both Cameron's and LKB's costs exceeded the high end of the cost expectations. Therefore, the selection committee agreed to recommend either deBruin or Gannett Fleming, since they both offered reasonable costs. deBruin received a slightly higher ranking than Gannett Fleming because they are currently performing construction management (CM) services on the similar Cedar Creek & Glen Cove SCADA project. Gannett Fleming is proposing a team of highly qualified individuals, including the RE, who had many publications related to SCADA, instrumentation, and wastewater treatment. Gannett Fleming is also proposing an efficient staffing schedule, which will keep costs low.



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

December 10, 2021

Page 2

SUBJECT: Recommendation for Construction Management Services  
with Gannett Fleming Engineers and Architects, PC  
Bay Park STP SCADA System Improvements  
Project ID No. S35117-04M

Best Value in a procurement for services is the one that optimizes quality, cost, and efficiency among responsive and responsible proposals. Per Appendix J of the *Nassau County Procurement and Compliance Policy*, Best Value can be determined in terms of technical quality per dollar paid, which in this case is calculated as Total Cost divided by Technical Rating. The Best Value cost for deBruin equals \$7,279/point and Gannett Fleming equals \$4,526/point. Per the Best Value calculation, Gannett Fleming is proposing a more affordable price per technical point.

The cost expectations for this solicitation range from \$420,000 to \$875,000, which is 12% to 25% of the \$3,500,000 construction value. Including contingency, Gannett Fleming's cost will be \$523,631.29, which is 15% of the construction value. The minimum staffing expectations should include a resident engineer (RE), inspector, project manager, scheduler, and cost estimator – all of which are included in Gannett Fleming's staffing schedule. Gannett Fleming is proposing a part time RE, which will save costs. To ensure a successful project, Gannett is proposing a large support staff, including, construction manager, two (2) technical advisors, two (2) project controls staff, an office engineer, an inspector, and two (2) specialty engineers. Gannett Fleming has assembled similar construction management teams on past NCDPW wastewater projects and achieved success.

In the selection committee's professional judgment, the proposal submitted by Gannett Fleming, having received the third highest technical ranking and submitting the lowest reasonable cost represents the Best Value and interest to the County for this project. Gannett Fleming is a local firm having extensive experience in the wastewater field with Nassau County and other various municipalities within in the New York Metropolitan area. Gannett Fleming's local office is in Woodbury, NY. Funding for these Design Engineering services is available under Capital Project No. 35117. In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

Please signify below if you approve or disapprove of our recommendation, after which we will implement the next appropriate Departmental procedure(s).



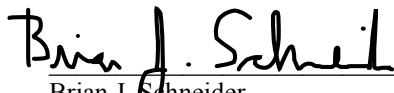
Kenneth G. Arnold  
Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Christopher Vella, Project Manager II  
Karen Fay, Sanitary Engineer III  
Graham Sharkey, Jacobs  
Adrian Hamilton, Jacobs

APPROVED:

DISAPPROVED:

 12/10/2021  
Brian J. Schneider Date  
Deputy County Executive

\_\_\_\_\_  
Brian J. Schneider Date  
Deputy County Executive

## REQUEST TO INITIATE

RTI Number 21-0040 R

## 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: Bay Park STP SCADA System Improvements: S35117-04M

Department: Public Works Project Manager: Vincent Falkowski Date: February 3, 2021

Service Requested: Construction Management Services to install, startup, and commission a new SCADA system at the Bay Park STP.

Justification: To provide construction management, inspection, scheduling, and general contract administrative services in connection with the Bay Park Sewage Treatment Plant SCADA Systems Improvement Project.

Requested by: Department of Public Works/Water &amp; Wastewater Engineering Unit

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$635,000  
Circle appropriate phaseTotal Project Cost: \$3,435,006  
Includes, design, construction, and CMDate Start Work: 8/1/2022  
Phase being requestedDuration: 20 months  
Phase being requestedCapital Funding Approval: YES ☐ NO ☐

Rossann Delleva

SIGNATURE

2/4/21

DATE

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☐

NIFS Entered:

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code: xxxxxxxxxx005xxx 35117-004  
use this on all encumbrances

Timesheet Code:

21-0040 R  
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

04/15/2021

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 <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval:  
Version January 2014

YES

NO

Signature \_\_\_\_\_

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Vincent Falkowski, Deputy Commissioner

**FROM:** Office of the Commissioner

**DATE:** February 10, 2021

**SUBJECT:** CSEA Sub-Contracting Approval  
**C21-0040 Contract Number: S35117-04M**  
*Bay Park Sewage Treatment Plant SCADA System Improvements  
Construction Management*

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 **C21-0040**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

*Roseann D'Alleva*

Roseann D'Alleva  
Deputy Commissioner

RD:jd

c: Kenneth G. Arnold, Commissioner  
Rakhal Maitra, Deputy Commissioner  
William S. Nimmo, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner



**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

C21-0040

**TO:** Civil Service Employees Association, Nassau Local 830  
Att: Ronald Gurrieri, President

**FROM:** Department of Public Works

**DATE:** February 4, 2021

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Bay Park Sewage Treatment Plant SCADA System Improvements  
S35117-04M: Construction Management

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:  
Construction Management Services at the Bay Park Sewage Treatment Plant for the SCADA Systems Improvements Project
2. The work involves the following:  
Construction management, inspection, scheduling, and general contract administrative services in connection with the Bay Park Sewage Treatment Plant SCADA System Improvements
3. An estimate of the cost is: \$635,000.00
4. An estimate of the duration is: Twenty (20) 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: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.

*Roseann D'Alleva*

Roseann D'Alleva  
Deputy Commissioner

RD:VF:rp

c: Christopher Nicolino, Director, Office of Labor Relations  
Rakhal Maitra, Deputy Commissioner  
William S. Nimmo, Deputy Commissioner  
Vincent Falkowski, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Christopher Yansick, Unit Head, Financial Management Unit  
Diane Pyne, Unit Head, Human Resources Unit  
Rosa Miler, Special Assistant, Office of Labor Relations



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.

Thomas Pursel, Vice President

4/4/22

Name and Title of Authorized Representative

m/d/yy



4/4/22

Signature

Date

Gannett Fleming Engineers and Architects, P.C.

Name of Organization

88 Froehlich Farm Blvd., Suite 450, Woodbury, NY 11797

Address of Organization




### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**

**CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN**

**Part 1- General Information:**

Consultant/Contractor Name:	Gannett Fleming Engineers and Architects, P.C.
Address (street/city/state/zip code):	88 Froehlich Farm Blvd, Suite #450, Woodbury, NY 11797
Authorized Representative (name/title):	Lazarus Francino/ Construction Manager
Authorized Signature:	
Contract Number:	S35117-04M
Contract/Project Name:	Bay Park STP SCADA System Improvements
Contract/Project Description:	Manage the construction contract activities for the upgrade and repairs of the Bay Park STP SCADA system improvements. Increasing the effectiveness and reliability of the systems, providing the surrounding community with safe sewage treatment into the future.

**Part 2- Projected MBE/WBE Contract Summary:**

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$523,631.29		100%
Total MBE Dollar Amount	\$96,500	MBE Contract Percentage	2.1%
Total WBE Dollar Amount		WBE Contract Percentage	
Total Combined M/WBE Dollar Amount	\$96,500	Combined M/WBE Contract Percentage	2.1%

**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: Marine Tiger Technologies Corporation Address: 547 Northumberland Road City: Teaneck State/Zip Code: NJ, 07666 Authorized Representative: Marcia Shapiro Telephone No. 201.692.3938	Construction Management Services	Amount (\$): \$90,000 <hr/> Award Date: TBD <hr/>	Start Date: TBD <hr/> Completion Date: TBD <hr/>
Name: MDS Construction Management Address: 1652 Park Avenue, Suite 4H City: New York State/Zip Code: NY, 10035 Authorized Representative: Mor Diao Telephone No. 646.260.5488		Amount (\$): \$6,500 <hr/> Award Date: TBD <hr/>	Start Date: TBD <hr/> Completion Date: TBD <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

**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:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			