

1.

Committee Agendas

Documents:

E-4-9-18.pdf

F-4-9-18.pdf

GS-4-9-18.pdf

H-4-9-18.pdf

MA-4-9-18.pdf

PL-4-9-18.pdf

PS-4-9-18.pdf

PW-4-9-18.pdf

R-4-9-18.pdf

TV-4-9-18.pdf

VS-4-9-18.pdf

2.

RULES CONTRACTS

Documents:

A-6-18 NCWEB.PDF

A-30-18 NCWEB.PDF

A-31-18 NCWEB.PDF

A-32-18 NCWEB.PDF

E-34-18 NCWEB.PDF

E-37-18 NCWEB.PDF

E-39-18 NCWEB.PDF

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

ECONOMIC AND COMMUNITY DEVELOPMENT, LABOR AND TRANSPORTATION COMMITTEE

APRIL 9, 2018 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

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

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

FINANCE COMMITTEE

APRIL 9, 2018 1:00 PM

Howard Kopel - Chairman

Vincent Muscarella – Vice Chairman

Tom McKevitt

Rose Marie Walker

Ellen Birnbaum – Ranking

Arnold Drucker

Debra Mule

Michael C. Pulitzer, Clerk of the Legislature

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

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
117-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$2,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 117-18(PW)
118-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$6,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 118-18(PW)
120-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$400,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 120-18(PW)
122-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$4,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 122-18(PW)
123-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 123-18(PW)

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

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

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

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

GOVERNMENT SERVICES & OPERATIONS COMMITTEE

APRIL 9, 2018 1:00 PM

James Kennedy - Chairman

Denise Ford – Vice Chairwoman

Tom McKevitt

John Ferretti

Ellen Birnbaum – Ranking

Arnold Drucker

Joshua Lafazan

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

HEALTH AND SOCIAL SERVICES COMMITTEE

APRIL 9, 2018 1:00 PM

Rose Marie Walker – Chairwoman

James Kennedy – Vice Chairman

Laura Schaefer

C. William Gaylor III

Delia Deriggi-Whitton – Ranking

Arnold Drucker

Joshua Lafazan

Michael C. Pulitzer, Clerk of the Legislature

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

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

MINORITY AFFAIRS COMMITTEE

APRIL 9, 2018 1:00 PM

Steve Rhoads – Chairman

Rose Marie Walker – Vice Chairwoman

James Kennedy

Denise Ford

Siela Bynoe – Ranking

Kevan Abrahams

Debra Mule

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

APRIL 9, 2018 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

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

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE

APRIL 9, 2018 1:00 PM

Denise Ford - Chairwoman

Steve Rhoads - Vice Chairman

Vincent Muscarella

John Ferretti

Delia DeRiggi-Whitton - Ranking

Siela Bynoe

Debra Mule

Michael C. Pulitzer, Clerk of the Legislature

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

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

**PUBLIC WORKS AND PARKS
COMMITTEE**

APRIL 9, 2018 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

PUBLIC WORKS

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
114-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$7,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 114-18(PW)
115-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$4,500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 115-18(PW)
116-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$4,293,210 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 116-18(PW)
117-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$2,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 117-18(PW)
118-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$6,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 118-18(PW)

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

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

PUBLIC WORKS

PUBLIC WORKS

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

RULES COMMITTEE

APRIL 9, 2018 1:00 PM

Richard Nicoletto – Chairman

Howard Kopel – Vice Chairman

Steve Rhoads

Laura Schaefer

Kevan Abrahams – Ranking

Delia DeRiggi-Whitton

Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

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

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
116-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$4,293,210 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 116-18(PW)
117-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$2,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 117-18(PW)
118-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$6,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 118-18(PW)
120-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$400,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 120-18(PW)
122-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$4,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 122-18(PW)

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

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

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

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

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

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

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

TOWNS, VILLAGES & CITIES COMMITTEE

APRIL 9, 2018 1:00 PM

C. William Gaylor III– Chairman

Laura Schaefer – Vice Chairwoman

James Kennedy

Vincent Muscarella

Joshua Lafazan – Ranking

Ellen Birnbaum

Delia Deriggi -Whitton

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

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

**VETERANS
AND SENIOR AFFAIRS
COMMITTEE**

APRIL 9, 2018 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME



County

Nassau

A-6-2018

Office of Purchasing

Staff Summary A-06-2018

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

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

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		Counsel to
	Budget	02/13/18 JS	County Atty.
12/23/17	Deputy C.E.		County Exec.

Narrative

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

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

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

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

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

RECEIVED

RECEIVED
NASSAU COUNTY
CLERK

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-06-2018

FROM: ROBERT CLEARY-DIRECTOR OF PROCUREMENT COMPLIANCE

DATE: JANUARY 11, 2018

SUBJECT: RESOLUTION-NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

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

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



MICHAEL SCHLENOFF
ACTING DIRECTOR OF PURCHASING

MS: br

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



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

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

WHEREAS, the Director is representing to the Rules Committee that the firm, HENRICH EQUIPMENT CO., INC submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Blanket Purchase Order with HENRICH EQUIPMENT CO., INC.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

FRIENDS OF ROSE WALKER

FRIENDS OF ROBERT MURPHY

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

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

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

Dated: 12/4/17

Vendor: Henrich Equipment Co Inc

Signed: [Signature]

Print Name: Robert Henrich

Title: CEO

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

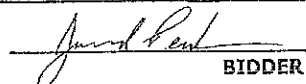
NONE

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

NONE

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

BIDDER SIGN HERE


BIDDER

VICE PRESIDENT.

TITLE

Page 2 of 4

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

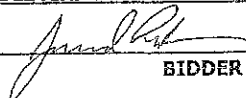
NONE

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

NONE

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

BIDDER SIGN HERE

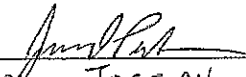

BIDDER

Vice President.
TITLE

Page 3 of 4

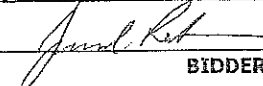
VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 11/20/17

Signed: 
Print Name: JOSEPH PEZDAN
Title: VICE PRESIDENT

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

BIDDER SIGN HERE


BIDDER

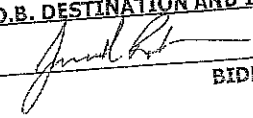
VICE PRESIDENT
TITLE

Page 4 of 4:

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

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

BIDDER SIGN HERE



BIDDER

VILLI PRESIDENT

TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name ROBERT J. HENRICH
Date of birth 9/21/59
Home address 57 HAMLET DR
City/state/zip MT. SINAI N.Y. 11766
Business address 42 FIELD ST
City/state/zip W. BAYVIEW N.Y. 11704
Telephone 631 293-6920
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 6/1/1992 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO _____ If Yes, provide details. attached
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES _____ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO _____; If Yes, provide details.
* PLEASE SEE ATTACHED.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO _____ If Yes, provide details.
* PLEASE SEE ATTACHED.

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BIDDER

TITLE

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES _____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO ☒ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES _____ NO ☒ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES _____ NO ☒ If Yes, provide details for each such occurrence.

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BIDDER

TITLE

Funaro, Timothy G

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

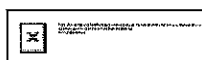
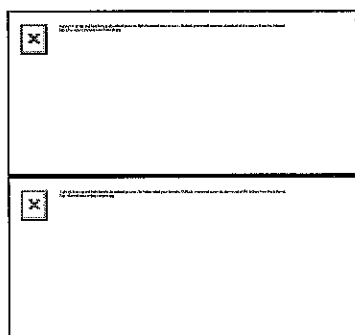
Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Tim

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

Thanks

Bob Henrich



Robert J Henrich

COO

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



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

Bob,

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

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

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

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

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

I hope this will be helpful to you.

Regards

Bob Henrich

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

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

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

To: bhenrich@henrichinc.com

Subject: FW: Form

Please call me

Robert J Henrich

COO

t: 631.465.9454 ext. 141 | m: 631.413.1305

a: 42 Field Street, West Babylon NY, 11704

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

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

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

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

To: rhenrich@henrichinc.com

Subject: FW: Form

Rob,

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

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

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

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

Bob,

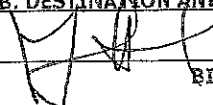
On the attached form on questions 3, 5 and 6 you checked yes could you provide some details. This is for Formal
Sealed Bid Number 10031-11227-172
Title: Veeder Root Systems maintenance/Furnish and Install

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

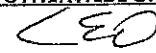
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

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

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BIDDER



TITLE

CERTIFICATION

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

I, Robert Henrich, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17 day of November 20 17

Kerry A Calabrese
Notary Public

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

Henrich Equipment Co. Inc
Name of submitting business

ROBERT HENRICH
Print name

[Signature]
Signature

CEO
Title

11.17.17
Date

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BIDDER SIGN HERE

[Signature]
BIDDER

CEO
TITLE

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

Timothy

Here are the answers to your request for additional information.

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

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

I will supply new training certificates in a separate communication.

Thanks

Bob H.



 **henrich**
Bob Henrich

CEO

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

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

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



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

Bob,

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

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

President / / Treasurer / /

Chairman of Board / / Shareholder / /

Chief Exec. Officer / / Secretary / /

Chief Financial Officer / / Partner / /

Vice President / /

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

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

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

YES ☐ NO ☒ If Yes, provide details for each such conviction.

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

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.

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

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

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

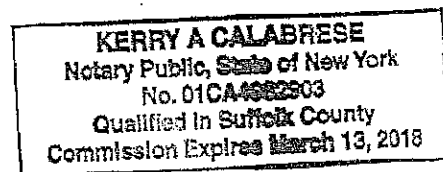
CERTIFICATION

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I, ROBERT JOSEPH HENRICH, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27 day of November 2017

Kerry A Calabrese
Notary Public



Name of submitting business: HENRICH EQUIPMENT CO INC

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

11 / 27 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Joseph Perdan
Date of birth 03/08/1960
Home address 1551 TANNER ST
City/state/zip HOXBROOK N.Y. 11741
Business address 42 FIELD ST
City/state/zip W. BABYLON N.Y. 11704
Telephone 631 293-6920
Other present address(es) NONE
City/state/zip NONE
Telephone NONE

List of other addresses and telephone numbers attached

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

President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 09/12/2012 1 / 1 PRESENT
(Other)

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

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

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

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

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

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
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 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
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e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.

☐ If Yes, provide details for each such conviction.

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

☐ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.

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

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

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

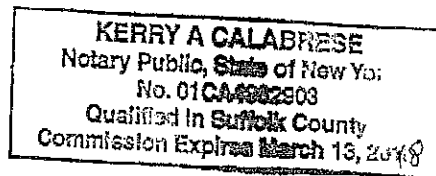
CERTIFICATION

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

I, JOSEPH PEZDAN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27 day of November 2017

Kerry A Calabrese
Notary Public



Name of submitting business: HENRICH EQUIPMENT CO INC.

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

11 / 27 / 2017
Date

Business History Form

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

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

NOTE: All questions require a response, even if response is "none". No blanks.

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

Date: 11-17-17

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

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

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): _____

Phone: 631 293-6920

Does the business own or rent its facilities? RENT.

4) Dun and Bradstreet number: 04 920 4597

5) Federal I.D. Number: 11 2224526

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

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

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

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

HENGLI PARTNERS LLC DBA ALTERNATE POWER SOLUTIONS

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BIDDER SIGN HERE

[Signature]
BIDDER

CEO
TITLE

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ☒ If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ☒ If Yes, provide details for each such conviction. _____

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TITLE

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

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

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

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

17) Conflict of Interest:

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

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

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

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

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

MONITOR ALL PERSONNEL AND FUTURE EMPLOYEES FOR ANY CONFLICT.

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

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

i) Date of formation;

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[Signature]
BIDDER

23

CEO
TITLE

- * ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- * iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); N.Y.
- v) The number of employees in the firm; 27
- vi) Annual revenue of firm; 8,000,000.00
- ~~vii)~~ Summary of relevant accomplishments SEE ATTACHMENT
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 48 years

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

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

Company * SEE ATTACHED *

Contact Person _____


Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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

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BIDDER

CEO
TITLE

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

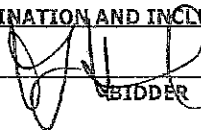
Telephone _____

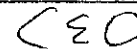
Fax # _____

E-Mail Address _____

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BIDDER



TITLE

Robert Henrich

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

EXPERIENCE

CEO & President

1972 - Present

Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

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

EDUCATION

Huntington High School, Huntington

1972

Diploma

QUALIFICATIONS/CERTIFICATES

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

Robert J. Henrich

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

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

Experience:

Henrich Equipment Co Inc

Fuel Dispensing Equipment Distributor & Maintenance Provider

June 2008-Present
West Babylon, New York

COO

2015-Present

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

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

Director of Marketing & International Sales

2008-2015

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

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

Andao Tea

Purveyor of Rare and Organic Chinese Teas

January 2005-June 2008
Yunnan Province

PRODUCT AND MARKET DEVELOPMENT

Senior Partner

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

Dipro IT Services

Spanish Premier IT Service Provider

January - May 2002
Madrid, Spain

LEGAL CONSULTING SERVICES

Director

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

LEARNING EXPERIENCES

University of Vermont, School of Business Administration
Major: Business Administration Minor: Economics
Graduated with Honors Cum Laude GPA: 3.71
Graduating Member of Beta Gamma Sigma, Omicron
Delta Epsilon Economics and Golden Key Honor Societies

Fall 1998 – May 2003

Yunnan Normal University, Advanced Chinese Level 1, Business Chinese
Fudan University, Mandarin Chinese
University of Madrid, Studied Law, Economics, Politics and Language

2004-2005
Summer 2002
Fall 2000 – Spring 2002

OTHER

Trilingual; Chinese, English and Spanish
Photography Enthusiast

Joseph Pezdan

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

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

Experience:

1990-Present

Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

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

1984-1990

Restaurant Entrepreneur

1982-1984

Maintenance Manager - Snug Harbor Condominium

1979-1982

General Manager – Arcadian Gardens



References:

Sprague Energy Corporation

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

Nassau County Department of Public Works

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

Suffolk County Department of Public Works

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

New York City Department of Sanitation

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

New York City Department of Transportation

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



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



Summary of Relevant Accomplishments:

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



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

NASSAU COUNTY DEPARTMENT OF HEALTH

NASSAU COUNTY CERTIFICATE OF FITNESS

FLAMMABLE/COMBUSTIBLE LIQUID STORAGE TANK INSTALLER

ISSUED TO: HENRICH EQUIPMENT CO., INC.

ADDRESS: 42 Field St, West Babylon, NY 11704

EFFECTIVE DATE: 05/01/2017

EXPIRATION DATE: 04/30/2019

Issue Date: 06/21/2017

COF#: 201702

Lawrence Eisenstein

Lawrence E. Eisenstein, MD, MPH, FACP
Commissioner

Certificate of Completion



Steven E. Rademacher - A29406

Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson, Manager, Service NPI

Acquired On:

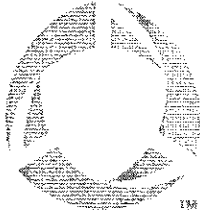
07-MAR-2018

Expires On:

06-MAR-2020



Certificate of Completion



Unit Ayazoglu - B34877
Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson

Becky Anderson, Manager, Service NPI

Acquired On:

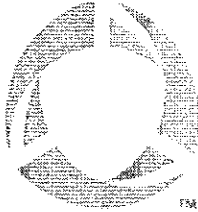
07-MAR-2018

Expires On:

06-MAR-2020



Certificate of Completion



Bulent Dorak - B34878
Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson

Becky Anderson, Manager, Service NPI

Acquired On:

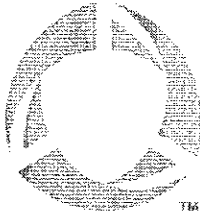
07-MAR-2018

Expires On:

06-MAR-2020



Certificate of Completion



Robert Eggers - A23289
Has satisfactorily completed:

Veeder-Root ATG Technician

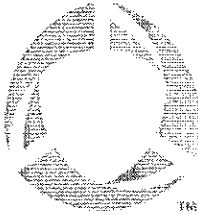
Becky Anderson, Manager, Service NPI

Acquired On:
07-MAR-2018

Expires On:
06-MAR-2020



Certificate of Completion



Robert Delatorre - B34972

Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson, Manager, Service NPI

Acquired On:
07-MAR-2018

Expires On:
06-MAR-2020



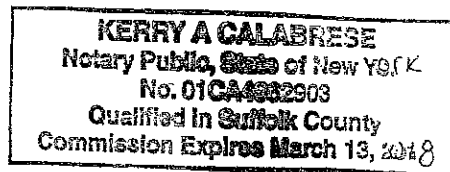
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I, Robert Henrich, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17 day of November 2017

Kerry A. Calabrese
Notary Public



Name of submitting business:

HENRICH EQUIPMENT CO INC

By:

Robert Henrich
Print Name

[Signature]
Signature

CEO
Title

11/17/17
Date

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BIDDER SIGN HERE

[Signature]
BIDDER

CEO
TITLE

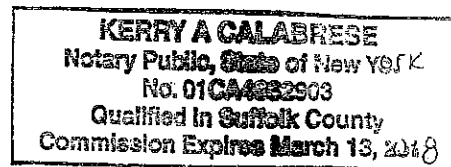
CERTIFICATION

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

I, Robert Henrich, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17 day of November 2017

Kerry A. Calabrese
Notary Public



Name of submitting business: HENRICH EQUIPMENT CO INC

By: Robert Henrich

Print Name

Signature

CEO
Title

11/17/17
Date

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BIDDER SIGN HERE

[Signature]
BIDDER

CEO
TITLE

Page 1 of 4

COUNTY OF NASSAU

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

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

Address: 42 FIELD STREET

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

2. Entity's Vendor Identification Number: 112224526

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

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

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

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

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


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

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

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

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BIDDER

VIC PRESIDENT
TITLE

Page 2 of 4

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

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

HENGLI PARTNERS LLC DBA ALTERNATE POWER SOLUTIONS
42 FIELD ST W. BABYLON N.Y. 11704
HENGLI PARTNERS IS A SUPPLIER OF GENERATORS + SERVICE
PROVIDER.

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

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

NONE

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BIDDER SIGN HERE

BIDDER

VILE PRESIDENT

TITLE

Funaro, Timothy G

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

Timothy

Here are the answers to your request for additional information.

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


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

I will supply new training certificates in a separate communication.

Thanks

Bob H.



 **henrich**
Bob Henrich
CEO

t: 631.465.9454 ext.130
a: 42 Field Street, West Babylon NY, 11704
e: bhenrich@henrichinc.com | w: henrichinc.com



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

Bob,

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

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

Page 3 of 4

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

NONE

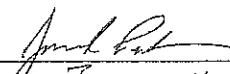
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

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

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

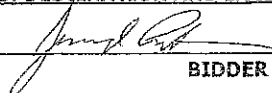
Dated: 11/20/17

Signed: 
Print Name: JOSEPH PEZDAN

Title: VICE PRESIDENT

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

BIDDER SIGN HERE


BIDDER

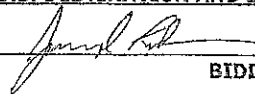
VICE PRESIDENT
TITLE

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.

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

BIDDER SIGN HERE




BIDDER

VICIE PRESIDENT

TITLE

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 10031-11227-172
	COUNTY OF NASSAU		Dated: Ad. 11/09/2017
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		BID OPENING DATE November 22, 2017 11:00 A.M. E.S.T.
BUYER Timothy Funaro		TELEPHONE (516) 571-7720	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Veerder Root Systems Maintenance/Furnish and Install

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

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

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

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

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

GUARANTEED DELIVERY DATE

10 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

11 222 4526

TOLL FREE TELEPHONE NUMBER:

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

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

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

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.

4. PRICES The provisions of the New York State Fair Trade Law (Ferdinand Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

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

Director, Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: HENRICH EQUIPMENT CO., INC.

Address: 42 FIELD STREET WEST BABYLON, N.Y. 11704

Telephone No: 631-293-6920

Fax No: 631-293-8979

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

GUIDELINES FOR DISCLOSURE

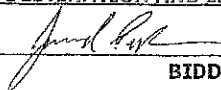
THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

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

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

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

BIDDER SIGN HERE


BIDDER

Vice President
TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME:

HENRICH EQUIPMENT CO., INC.

ADDRESS:

42 FIELD STREET WEST BABYLON, NY. 11704

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP _____

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

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

VICE PRESIDENT

JOSEPH PEZDAN 1551 TANNER STREET HOLBROOK, NY. 11741

SECRETARY

TREASURER

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

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

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? FUEL QUALITY,
GENERATOR SALES / SERVICE

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

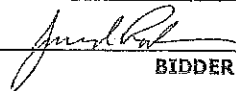
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
JOSEPH PEZDAN	VICE PRESIDENT	27	VERDER ROOT + UST COMPLIANCE EXPERT	
ENZO VACCIO	ESTIMATOR / PROJECT MGR	35	ALL PHASE OF FUEL FACILITY INSTALLATION	ESTIMATING / PROJECT MGT / SERVICE

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

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

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

BIDDER SIGN HERE


BIDDER

VICE PRESIDENT
TITLE

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

Joseph Przdian Vice President

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

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

1. REFERENCE'S NAME:

NEW YORK CITY DEPARTMENT OF SANITATION

ADDRESS:

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

TELEPHONE: 718-334-9152

CONTACT PERSON RICHARD DOLAN

CONTRACT DATE:

2002 THROUGH PRESENT

2. REFERENCE'S NAME:

SUFFOLK COUNTY DPW

ADDRESS:

335 YAPHANK AVE YAPHANK, N.Y. 11980

TELEPHONE: 631-852-5233

CONTACT PERSON MELINDA HICKS

CONTRACT DATE:

9/1/2010 THROUGH 10/13/2015

3. REFERENCE'S NAME:

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

ADDRESS:

440 MAMARONECK AVE HARRISON, N.Y. 10528

TELEPHONE: 516-322-0834

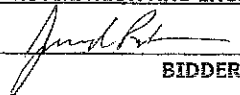
CONTACT PERSON PETER HUGHES

CONTRACT DATE:

2007 TO PRESENT DAY

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

BIDDER SIGN HERE


BIDDER

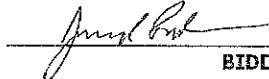
VICE PRESIDENT
TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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

BIDDER SIGN HERE



BIDDER

Vice President

TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

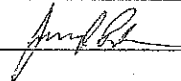
The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

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

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

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

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

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

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

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

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

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

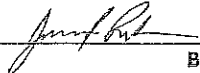
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

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

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

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

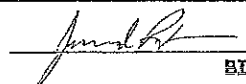
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

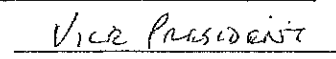
- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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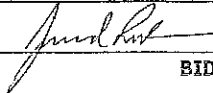
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

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

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

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INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

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

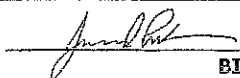
INTENT

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

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

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Instructions for pages 13 -30

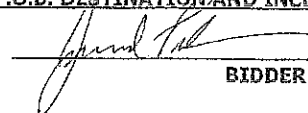
- 1) Business history and principal questionnaire Forms
- 2) Consultant's Contractor's and Vendor's Disclosure Form
- 3) Lobbyist Registration and Disclosure Form

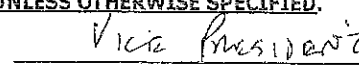
These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

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

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COUNTY OF NASSAU

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

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

Address: 42 FIELD STREET

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

2. Entity's Vendor Identification Number: 112224526

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

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

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

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

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

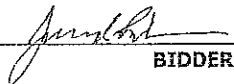
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

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

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

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Page 2 of 4

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

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

HENGLI PARTNERS LLC DBA ALTERNATE POWER SOLUTIONS

42 FIELD ST W. BABYLON N.Y. 11704

HENGLI PARTNERS IS A SUPPLIER OF GENERATORS + SERVICE PROVIDER.

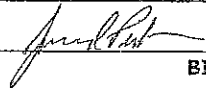
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards,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

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

NONE

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TITLE

Funaro, Timothy G

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

Timothy

Here are the answers to your request for additional information.

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

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

I will supply new training certificates in a separate communication.

Thanks

Bob H.



 **henrich**
Bob Henrich
CEO

t: 631.465.9454 ext.130

a: 42 Field Street, West Babylon NY, 11704

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



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

Bob,

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

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

Page 3 of 4

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

NONE

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

NONE

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

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

Dated: 11/20/17

Signed: [Signature]
Print Name: JOSEPH PEZDAN

Title: VICE PRESIDENT

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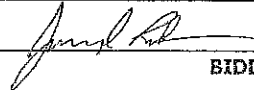
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The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination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

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COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

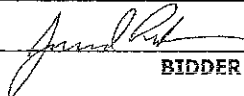
NONE

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

NONE

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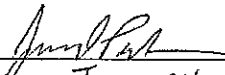
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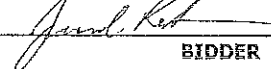
VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 11/20/17

Signed: 
Print Name JOSEPH PEZDAN

Title: VICE PRESIDENT

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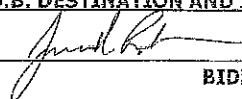
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TITLE

Page 4 of 4:

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

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BIDDER

VILE PRESIDENT

TITLE

Business History Form

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

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

NOTE: All questions require a response, even if response is "none". No blanks.

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

Date: 11-17-17

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

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

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): _____

Phone: 631 293-6920

Does the business own or rent its facilities? RENT.

4) Dun and Bradstreet number: 04 920 4597

5) Federal I.D. Number: 11 222 4526

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

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

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

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

HENGLI PARTNERS LLC DBA ALTERNATE POWER SOLUTIONS

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[Signature]
BIDDER

CEO
TITLE

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ☒ If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ☒ If Yes, provide details for each such conviction. _____

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TITLE

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

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

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

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

17) Conflict of Interest:

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

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

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

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

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

MONITOR ALL PERSONNEL AND FUTURE EMPLOYEES FOR ANY CONFLICT.

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

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

i) Date of formation;

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[Signature]
BIDDER

CEO
TITLE

- * ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- * iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); N.Y.
- v) The number of employees in the firm; 27
- vi) Annual revenue of firm; 8,000,000.00
- ~~vii)~~ Summary of relevant accomplishments SEE ATTACHMENT
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business. 48 years
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company * SEE ATTACHED *

Contact Person _____


Address _____

City/State _____

Telephone _____

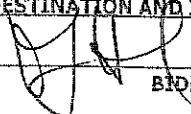
Fax # _____

E-Mail Address _____

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

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BIDDER

CEO

TITLE

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

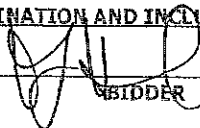
Telephone _____

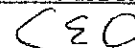
Fax # _____

E-Mail Address _____

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BIDDER



TITLE

Robert Henrich

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

EXPERIENCE

CEO & President

1972 - Present

Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

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

EDUCATION

Huntington High School, Huntington

1972

Diploma

QUALIFICATIONS/CERTIFICATES

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

Robert J. Henrich

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

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

Experience:

Henrich Equipment Co Inc

Fuel Dispensing Equipment Distributor & Maintenance Provider

June 2008-Present
West Babylon, New York

COO

2015-Present

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

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

Director of Marketing & International Sales

2008-2015

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

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

Andao Tea

Purveyor of Rare and Organic Chinese Teas

January 2005-June 2008
Yunnan Province

PRODUCT AND MARKET DEVELOPMENT

Senior Partner

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

Dipro IT Services

Spanish Premier IT Service Provider

January - May 2002
Madrid, Spain

LEGAL CONSULTING SERVICES

Director

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

LEARNING EXPERIENCES

University of Vermont,

School of Business Administration

Fall 1998 – May 2003

Major: Business Administration Minor: Economics

Graduated with Honors Cum Laude GPA: 3.71

Graduating Member of Beta Gamma Sigma, Omicron

Delta Epsilon Economics and Golden Key Honor Societies

Yunnan Normal University, Advanced Chinese Level 1, Business Chinese

2004-2005

Fudan University, Mandarin Chinese

Summer 2002

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

Fall 2000 – Spring 2002

OTHER

Trilingual; Chinese, English and Spanish
Photography Enthusiast

Joseph Pezdan

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

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

Experience:

1990-Present

Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

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

1984-1990

Restaurant Entrepreneur

1982-1984

Maintenance Manager - Snug Harbor Condominium

1979-1982

General Manager -- Arcadian Gardens



References:

Sprague Energy Corporation

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

Nassau County Department of Public Works

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

Suffolk County Department of Public Works

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

New York City Department of Sanitation

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

New York City Department of Transportation

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



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



Summary of Relevant Accomplishments:

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



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

NASSAU COUNTY DEPARTMENT OF HEALTH

NASSAU COUNTY CERTIFICATE OF FITNESS

FLAMMABLE/COMBUSTIBLE LIQUID STORAGE TANK INSTALLER

ISSUED TO: HENRICH EQUIPMENT CO., INC.

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

EFFECTIVE DATE: 05/01/2017

EXPIRATION DATE: 04/30/2019

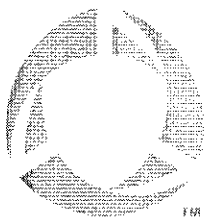
Issue Date: 06/21/2017

COP#: 201702

Lawrence Eisenstein

Lawrence E. Eisenstein, MD, MPH, FACP
Commissioner

Certificate of Completion



Steven E. Rademacher - A29406

Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson, Manager, Service NPI

Acquired On:

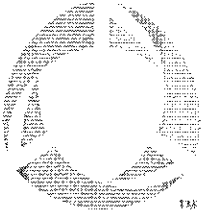
07-MAR-2018

Expires On:

06-MAR-2020



Certificate of Completion



Umit Ayazoglu - B34877

Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson, Manager, Service NPI

Acquired On:
07-MAR-2018

Expires On:
06-MAR-2020



Certificate of Completion



Bulent Dorak - B34878

Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson, Manager, Service NPI

Acquired On:

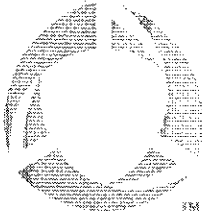
07-MAR-2018

Expires On:

06-MAR-2020



Certificate of Completion



Robert Eggers - A23289
Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson

Becky Anderson, Manager, Service NPI

Acquired On:

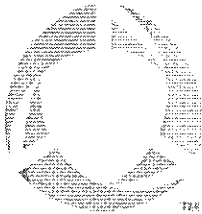
07-MAR-2018

Expires On:

06-MAR-2020



Certificate of Completion



Robert Delatorre - B34972
Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson, Manager, Service NPI

Acquired On:

07-MAR-2018

Expires On:

06-MAR-2020



PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Robert J Hendrich
Date of birth 9/2/1954
Home address 57 HAMLET DR
City/state/zip MT. SINAI N.Y. 11766
Business address 42 FIELD ST
City/state/zip W. BABYLON N.Y. 11704
Telephone 631 293-6920
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

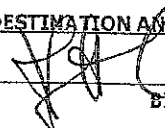
2. Positions held in submitting business and starting date of each (check all applicable)

President 6/1/1992 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO _____ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES _____ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO _____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO _____ If Yes, provide details.

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BIDDER

CEO

TITLE

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO ☒ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES _____ NO ☒ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES _____ NO ☒ If Yes, provide details for each such occurrence.

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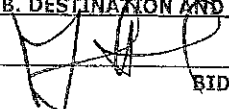
BIDDER

TITLE

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

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BIDDER



TITLE

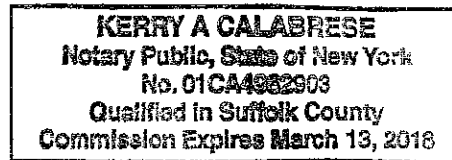
CERTIFICATION

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

I, Robert Henrich, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17 day of November 20 17

Kerry A Calabrese
Notary Public



Henrich Equipment Co. Inc
Name of submitting business

ROBERT HENRICH
Print name

[Signature]
Signature

CEO
Title

11/17/17
Date

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

BIDDER SIGN HERE

[Signature]
BIDDER

CEO
TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

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

- AWARD
1. Principal Name ROBERT JOSEPH HENRICH
Date of birth 08/13/1980
Home address 2 SILVERBEACH CT
City/state/zip E. SEAVUKEET N.Y. 11733
Business address 42 FIELD ST
City/state/zip W. BABYLON N.Y. 11704
Telephone 631 293-6920
Other present address(es) NONE
City/state/zip NONE
Telephone NONE
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other) C.O.O. 11/14/2015 TO PRESENT
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒
If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

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

I, ROBERT JOSEPH HENRICH, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27 day of November 2017

Kerry A Calabrese
Notary Public

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

Name of submitting business: HENRICH EQUIPMENT CO INC

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

11 / 27 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Joseph Perdan
Date of birth 03/08/1960
Home address 1551 TANNER ST
City/state/zip HOLBROOK N.Y. 11741
Business address 42 FIELD ST
City/state/zip W. BABYLON N.Y. 11704
Telephone 631 293-6920
Other present address(es) NONE
City/state/zip NONE
Telephone NONE

List of other addresses and telephone numbers attached

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

President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 09/12/2012 1 PRESENT

(Other)

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

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

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

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

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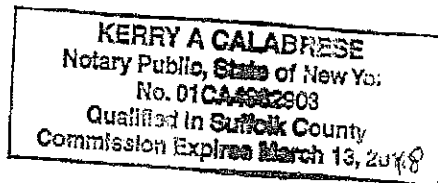
CERTIFICATION

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I, JOSEPH PEZDAN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27 day of November 2017

Kerry A Calabrese
Notary Public



Name of submitting business: HENRICH EQUIPMENT CO INC.

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

11 / 27 / 2017
Date

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

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

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

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

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

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

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

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

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

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

NO PARTIAL PAYMENTS WILL BE PAID.

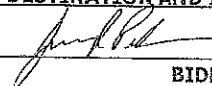
*****VENDOR CLAIM CERTIFICATION*****

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

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

BIDDER SIGN HERE



BIDDER

VILE PRESIDENT

TITLE

CLAIMANT NAME

DATE

BY (SIGNATURE)

TITLE

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

Claimant Name

Date

By Signature

Title

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

BIDDER SIGN HERE

BIDDER

TITLE

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

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

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

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

BIDDER SHALL STATE WARRANTY
PERIOD: _____

1 YEAR

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

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

NONE

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

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

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

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

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

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

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

BIDDER SIGN HERE



BIDDER

Vice President

TITLE

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

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

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

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

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

GREAT DIVIDE INSURANCE CO.

Or

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

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

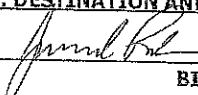
INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured,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

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

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

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

BIDDER SIGN HERE


BIDDER

Vice President
TITLE

GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

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

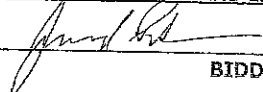
PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal.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

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

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

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

BIDDER SIGN HERE



BIDDER

Vice President

TITLE

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

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

PARTS:

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

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

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

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

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

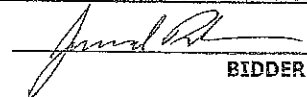
Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

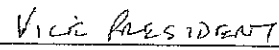
Details of parts used

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

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

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

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

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

NON PERFORMANCE

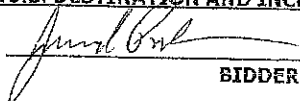
The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the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

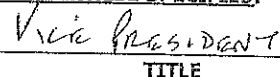
DISCLAIMER

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

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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"

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

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

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

CERTIFICATION:

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

X

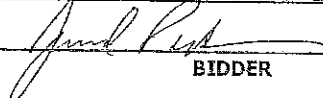

Signature

Vice President
Title

11/21/17
Date

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EVALUATION:

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

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

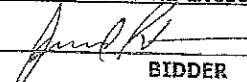
TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

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

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

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

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

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

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

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

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

this 21 day of NOVEMBER, 2017 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

HENRICH EQUIPMENT CO., INC.

Address:

42 FIELD STREET

Street:

City, Town, etc:

WEST BABYLON, N.Y. 11704

Telephone:

631-293-6920 Title: VICE PRESIDENT

If applicable, responsible Corporate Officer

Name

JOSEPH PRZEDAN Title VICE PRESIDENT

Signature:

[Signature]

Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

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[Signature]
BIDDER

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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 of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST** BE INITIALED or that entry will be disqualified.

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

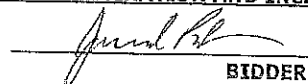
The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau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

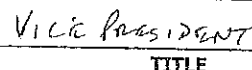
Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

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

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TITLE

NY STATE LABOR LAW

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

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

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

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

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

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

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

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

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

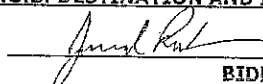
iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

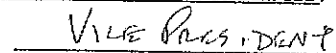
iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

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

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

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

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.

Further details about the registration process may be found at

<https://eproc.nassaucountyny.gov/SupplierRegister>

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

Specifications:

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

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

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

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

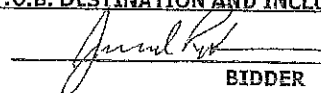
Bidders must be able to provide at least three (3) references from a large scale operation that monitor multiple tanks in at least five (5) different locations.

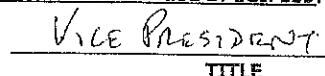
Bidders must have a minimum of five (5) certified level-4 Veeder-Root technicians on payroll Please provide a copy of your most recent payroll and certification documents with your bid.

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

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

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

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

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

Pricing:

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

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

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

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

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

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

PARTS:

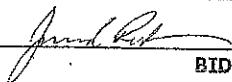
B6) MANUFACTURER'S LIST PRICE (MLP) LESS 12 %

B7) COST PLUS % 15 %

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

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

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 365 days

LABOR: 30 days

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

B8) MINIMUM CHARGE (IF ANY) \$ 100.00

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

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

RESPONSE TIME 2 HRS

Pricing for new Installations.

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

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

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

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

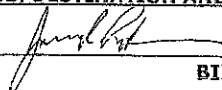
5) Helper -- furnished between the hours of 7:00 an and 3:00 pm \$ 95.00 Ea.

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

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

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

BIDDER SIGN HERE



BIDDER

Vice President

TITLE

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

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

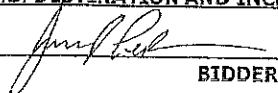
There is no mileage or travel time allowed.

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

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

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

BIDDER SIGN HERE


BIDDER

Vice President
TITLE

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

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

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

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

Title:

bid #

Comparison OF Bids

Recommended Vendor N/A

Requisition # N/A

Pre-Encumbrance: N/A

Buyer Timothy Funaro

Purchas Order #

% and \$ difference plus or minus over

pre-encumbrance #VALUE! #VALUE!

Vendors

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

Note.

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

* key 0=No Bid



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES

CERTIFICATE NUMBER: 00000000-7722518

REVISION NUMBER: 206

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

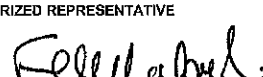
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input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

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

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

CERTIFICATE HOLDER

CANCELLATION

Nassau County Office of Purchasing One West Street Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  © 1988-2016 ACORD CORPORATION. All rights reserved. (DIP)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

CONTACT NAME: Aon Risk Services, Inc of Florida

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

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

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

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: New Hampshire Ins Co

23841

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

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

COVERAGES

CERTIFICATE NUMBER: 1851069

REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

Nassau County
Office of Purchasing
One West Street 1st floor North Entrance
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

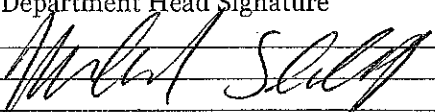
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Nassau County

Office of Purchasing

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

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

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

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

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

Narrative

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

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

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

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

2018 MAR - 2 A 11:25

RECEIVED
NASSAU COUNTY
CLERK OF THE CLERK
OFFICE OF THE CLERK

COUNTY OF NASSAU
INTER -- DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-30-2018

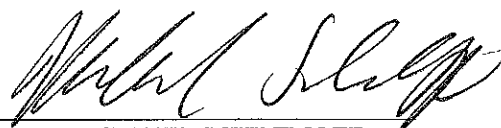
FROM: ROBERT CLEARY-DIRECTOR OF PROCUREMENT COMPLIANCE

DATE: MARCH 01, 2018

SUBJECT: RESOLUTION-NASSAU COUNTY DEPARTMENT OF ASSESSMENT

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

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


MICHAEL SCHLENOFF
ACTING DIRECTOR OF PURCHASING

MS: br

ENCL:

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



RULES RESOLUTION

2018

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

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

WHEREAS, the Director is representing to the Rules Committee that the firm MICHAEL HABERMAN ASSOCIATES, INC. submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with MICHAEL HABERMAN ASSOCIATES, INC.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

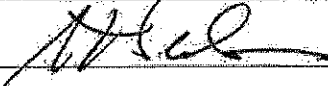
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

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

Vendor: Michael Haberman Associates, Inc.

Dated: February 26, 2018

Signed: 

Print Name: Michael Haberman

Title: President

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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TITLE

Page 2 of 4

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

None

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

None

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TITLE

Page 3 of 4

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, @018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of the retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination

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

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

Dated: 2/15/18

Signed: [Signature]

Print Name: Richard Hadesko

Title: Pres.

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[Signature]
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[Signature]

TITLE

Page 4 of 4:

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

The term “lobbying” or “lobbying activities” does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television station owners and employees thereof, provided that their activities in connection with proposed legislation, rules regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rules-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

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TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Michael Haberman
Date of birth 12 / 10 / 1943
Home address 1070 Links Road
City/state/zip Woodmere, New York 11598
Business address 125 Front Street
City/state/zip Mineola, New York 11501
Telephone 516-739-8080
Other present address(es) None
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 6 / 1 / 1979 Treasurer 10 / 1 / 1970
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner 2 / 1 / 1976
Vice President 2 / 1 / 1976 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Michael Haberman owns 1/3 interest of the Company.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X If Yes, provide details.

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Michael Haberman
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Per.
TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES _____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO X If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES _____ NO X If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES _____ NO X If Yes, provide details for each such occurrence.

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
20867-02208-018

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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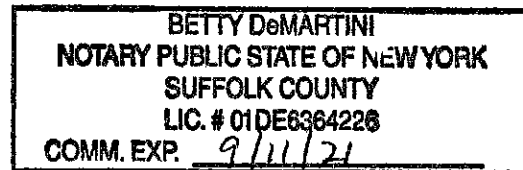
CERTIFICATION

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

I, Michael Haberman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of February 2018

Betty DeMartini
Notary Public



Michael Haberman Associates, Inc.
Name of submitting business

Michael Haberman
Print name

[Signature]
Signature

President
Title

2, 15, 18
Date

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[Signature]
BIDDER

[Signature]
TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

1. Principal Name Ronald Haberman
Date of birth 10 / 14 / 1950
Home address 4 Manchester Lane
City/state/zip Stony Brook, New York 11790
Business address 125 Front Street
City/state/zip Mineola, New York 11501
Telephone 516-739-8080
Other present address(es) None
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 6 / 1 / 1985 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Ronald Haberman owns a 1/3 interest of the Company.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X If Yes, provide details.

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TITLE

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO X If Yes, provide details for each such instance.
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 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
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 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.
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 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

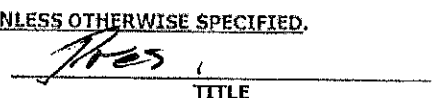
FORMAL SEALED BID PROPOSAL
20867-02208-018

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
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12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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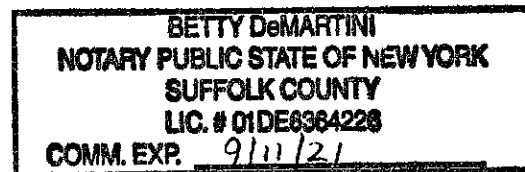
CERTIFICATION

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I, Ronald Haberman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of February 2018

Betty DeMartini
Notary Public



Michael Haberman Associates, Inc.
Name of submitting business

Ronald Haberman
Print name

Ronald Haberman
Signature

Vice President
Title

2, 15, 18
Date

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Ronald Haberman
BIDDER

Michael Haberman
TITLE

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2. Positions held in submitting business and starting date of each (check all applicable)
 President ____/____/____ Treasurer ____/____/____
 Chairman of Board ____/____/____ Shareholder ____/____/____
 Chief Exec. Officer ____/____/____ Secretary ____/____/____
 Chief Financial Officer ____/____/____ Partner ____/____/____
 Vice President 10 / 1 / 2016 ____/____/____
 (Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
 YES X NO ____ If Yes, provide details. Thomas Donato owns a 1/3 interest of the Company.

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

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

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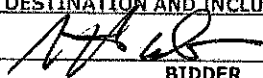
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 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES _____ NO X If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES _____ NO X If Yes, provide details for each such occurrence.

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BIDDER



TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
20867-02208-018

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
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12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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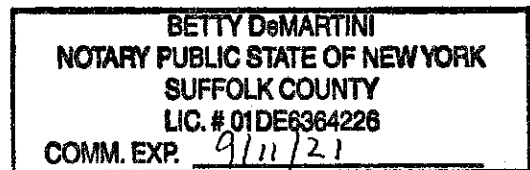
CERTIFICATION

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

I, Thomas Donato, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of February 2018

Betty DeMartini
Notary Public



Michael Haberman Associates, Inc.
Name of submitting business

Thomas Donato
Print name

Thomas Donato
Signature

Vice President
Title

2, 15, 18
Date

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

BIDDER SIGN HERE

Michael Haberman
BIDDER

Michael Haberman
TITLE

Business History Form

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

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

NOTE: All questions require a response, even if response is "none". No blanks.

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

Date: February 14, 2018

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

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

List all other business addresses used within last five years:

None

3) Mailing Address (if different): _____

Phone : 516-739-8080

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: None

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

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

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

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

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

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BIDDER SIGN HERE _____

BIDDER

TITLE _____

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
20867-02208-018

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ___ No X If Yes, provide details for each such conviction. _____

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BIDDER

TITLE

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

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

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

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

17) Conflict of Interest:

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

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

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

No conflict exists

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

No conflict exists

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

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

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

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

i) Date of formation; 1968

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BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
20867-02208-018

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; **See Principal Questionnaire Form**
 - iii) Name, address and position of all officers and directors of the company; **See Principal Questionnaire Form**
 - iv) State of incorporation (if applicable); New York
 - v) The number of employees in the firm; 16
 - vi) Annual revenue of firm; \$1,917,888
 - vii) Summary of relevant accomplishments
 - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business. 48
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Town of Babylon

Contact Person Joan Ball, Assessor

Address 200 East Sunrise Highway

City/State Lindenhurst, New York 11757

Telephone 631-957-3014

Fax # 631-957-4409

E-Mail Address jball@townofbabylon.com

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BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
20867-02208-018

Company City of Glen Cove

Contact Person Timothy Tenke, Mayor

Address 9 Glenn Street

City/State Glen Cove, New York 11542

Telephone 516-676-2004

Fax # _____

E-Mail Address _____

Company Town of Huntington

Contact Person Roger Ramme, Assessor

Address 100 Main Street

City/State Huntington, New York 11734

Telephone 631-351-3226

Fax # _____

E-Mail Address rramme@huntingtonny.gov

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BIDDER SIGN HERE

BIDDER

TITLE

Date: February 28, 2018

Bid #20867-02208-018
Small Claim Comparable Program

Buyer: Kimberly Stanton

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

Confirmed References

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

Stanton, Kimberly

Reference - Town of Babylon

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

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

Hi Kimberly,

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

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

Joan

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

Good Afternoon Joan,

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

Thank you.

Regards,

Kimberly Stanton

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

Nassau County

Long Island, New York



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Stanton, Kimberly

REFERENCE - City of Glen Cove

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

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Hi Kim,

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

Any further questions please do not hesitate to ask.

Thanks,

Sandra Clarson

City Controller

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

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

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

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

Good Afternoon Sandra,

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

Thank you.

Regards,

Kimberly Stanton

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

Nassau County

Long Island, New York



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Stanton, Kimberly

Reference - Town of Huntington

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

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Kimberly –

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

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

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

Roger

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



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

Good Afternoon Roger,

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

Thank you.

Regards,

Kimberly Stanton

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

Nassau County

Long Island, New York



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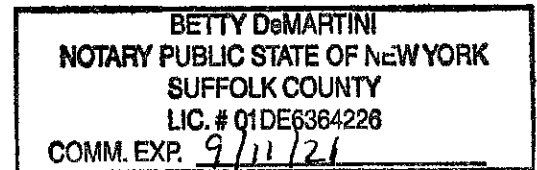
CERTIFICATION

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

I, Michael Haberman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of February 2018

Betty DeMartini
Notary Public



Name of submitting business: Michael Haberman Associates, Inc.

By: Michael Haberman
Print name

Signature [Signature]

President

Title
2, 15, 18
Date

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BIDDER SIGN HERE

[Signature]
BIDDER

[Signature]
TITLE

COUNTY OF NASSAU

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

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

Address: 125 Front Street

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

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

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

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

Michael Haberman, 1070 Links Road, Woodmere, NY 11589

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

Thomas Donato, 2470 Grand Avenue, Bellmore, NY 11710

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

Michael Haberman, 1070 Links Road, Woodmere, NY 11589

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

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BIDDER


TITLE

Page 2 of 4

Thomas Donato, 2470 Grand Avenue, Bellmore, NY 11710

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

None

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

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

None

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BIDDER


TITLE

Page 3 of 4

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

None

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

None

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

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

Dated: 8/15/18

Signed: 
Print Name: Michael Haberman

Title: President

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BIDDER


TITLE

Page 4 of 4:

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

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BIDDER



TITLE

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

THINGAN &
ASSOC.

[illegible]

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER: 20867-02208-018
	COUNTY OF NASSAU		Dated: 02/14/2018
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		BID OPENING DATE February 20, 2018 11:00 A.M. E.D.S.T.
BUYER: Kimberly Stanton		TELEPHONE: 516-571-6679	REQUISITION NUMBER: RQAS18000005

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: SMALL CLAIMS COMPARABLE PROGRAM

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

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


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

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

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

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER Michael Haberman Associates, Inc.			
ADDRESS 125 Front Street			
CITY Mineola	STATE NY	ZIP CODE 11501	TELEPHONE 516-739-8080
SIGNATURE OF AUTHORIZED INDIVIDUAL 		Michael Haberman, President	
		PRINT OR TYPE NAME OF SIGNER AND TITLE	

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

BID TERMS AND CONDITIONS

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

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

Director, Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: Michael Haberman Associates, Inc.

Address: 125 Front Street, Mineola, New York 11501

Telephone No: 516-739-8080

Fax No: 516-739-1810

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

GUIDELINES FOR DISCLOSURE

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

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

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

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

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

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

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

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BIDDER


TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME:

Michael Haberman Associates, Inc.

ADDRESS:

125 Front Street, Mineola, New York 11501

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

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

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

VICE PRESIDENT

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

SECRETARY

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

TREASURER

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

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 1968

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

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

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Michael Haberman	President	50	Real Estate Appraiser & Consultant	President
Ronald Haberman	Vice President	38	Real Estate Appraiser & Consultant	Vice President
Thomas Donato	Vice President	20	Real Estate Appraiser & Consultant	Vice President

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

None

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

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[Signature]
BIDDER

[Signature]
TITLE

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

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

1. REFERENCE'S NAME: Town of Babylon

ADDRESS: 200 East Sunrise Highway

Babylon, New York 11735

TELEPHONE: 631-957-3014 CONTACT PERSON Joan Ball

CONTRACT DATE: Began in 1998

2. REFERENCE'S NAME: City of Glen Cove

ADDRESS: 9 Glenn Street

Glen Cove, New York 11542

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

CONTRACT DATE: Began in 2010

3. REFERENCE'S NAME: Town of Huntington

ADDRESS: 100 Main Street

Huntington, New York 11734

TELEPHONE: 631-351-3226 CONTACT PERSON Roger Ramme

CONTRACT DATE: Began in 2012

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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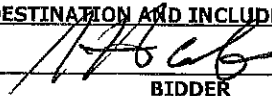
**OFFICE OF PURCHASING
COUNTY OF NASSAU, STATE OF NEW YORK**

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

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

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Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

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

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"County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

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

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

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INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

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

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Instructions for pages 13 -30

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

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

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

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

Redacted, website-ready version

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

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

This includes but not limited to:

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

Page 1 of 4

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INTENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE PRICE PROTECTION PERIOD: 2 years_____ AFTER BID OPENING

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

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

Not applicable_____ days.

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

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

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

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

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

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

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

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

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

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

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

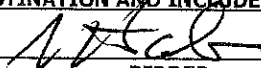
TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

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

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

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Living Wage

Section 1. Authority and Usage

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

Section 2. Clarification of Terms

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

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

- b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

- c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

- d. Employee and Employer.

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

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

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

ii. An Employee is not:

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

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

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

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

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

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

3. Amendments, Extensions and Renewals

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

b. Determination of Applicability.

i. County Service Contracts.

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

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

ii. County Financial Assistance Agreements.

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

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

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

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

4. Waiver of the Law

a. Application of the Provision

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

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

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

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

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

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

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

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

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

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

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

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

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

OR

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

OR

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

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

OR

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

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

AND (if Criteria 1, 2 or 4)

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

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

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

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

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

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

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

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

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

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c. Waiver and Procurement

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

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

d. Review Procedures

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

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

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

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

e. Post-Award Review

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

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

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

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

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

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

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

6. Certification of Compliance

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

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

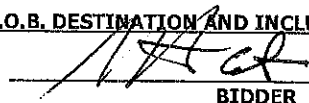
7. Nassau County Employees

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

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

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Appendix L

Certificate of Compliance

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

The chief executive officer of the Contractor is:

Michael Haberman (Name)

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

516-739-8080 (Telephone Number)

The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of

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

Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

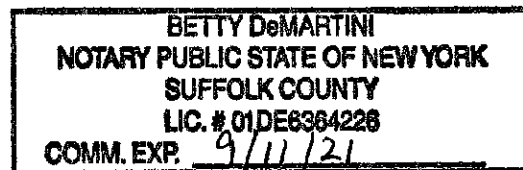
2/15/18
Dated

[Signature]
Signature of Chief Executive Officer

Michael Haberman
Name of Chief Executive Officer

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

[Signature]
Notary Public



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

BIDDER SIGN HERE

[Signature]
BIDDER

[Signature]
TITLE

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

NO PARTIAL PAYMENTS WILL BE PAID.

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

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME

DATE

BY (SIGNATURE)

TITLE

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

Claimant Name

Date

By Signature

Title

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

Vendors may download claim form NIFS560 at the following URL:

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

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TITLE

43

Or

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

Nassau County Must be named as an additional insured

GENERAL CONDITIONS:

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

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section above, and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

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BIDDER


TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
20867-02208-018

Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Details of parts used

If parts used are regularly carried in stock and manufacturer's price lists are used to price repair invoices, the contractor should furnish a copy of the price list to the Office of Purchasing. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim. Compliance with the above is necessary in order to expedite payment.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE: NOT APPLICABLE

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES N/A

\$ _____

B2) REGULAR HOURLY RATE at \$ _____/hr.

B3) EACH ADDITIONAL QUARTER HOUR at \$ _____/¼ hr.

B4) TRAVEL TIME (IF ANY) _____

B5) MILEAGE (IF ANY) _____

PARTS:

B6) MANUFACTURER'S LIST PRICE (MLP) LESS _____ %

B7) COST PLUS % _____ %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: _____ days

LABOR: _____ days

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.

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BIDDER

TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
20867-02208-018**

B8) MINIMUM CHARGE (IF ANY) \$ _____

B9) REGULAR HOURLY RATE at \$ _____ /hr.

B10) EACH ADDITIONAL QUARTER HOUR at \$ _____ / ¼ hr.

RESPONSE TIME _____ HRS

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

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BIDDER


TITLE

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN
AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED
Michael Haberman DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X


Signature

President
Title


Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER


TITLE

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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BIDDER


TITLE

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 14 day of Feb., 2018 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

Michael Haberman Associates, Inc.

Address:

125 Front Street

Street:

City, Town, etc:

Mineola, New York 11501

Telephone:

516-739-8080

Title: _____

If applicable, responsible Corporate Officer

Name Michael Haberman

Title President

Signature: _____

Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]
BIDDER

[Signature]
TITLE

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER


TITLE

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions *A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents.* Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

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BIDDER


TITLE

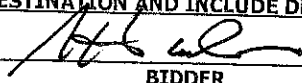
Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at <https://eproc.nassaucountyny.gov/SupplierRegister>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER



TITLE

The County will be selecting one vendor. The County will determine whether it will be hosted or not hosted by the County solely at the County's discretion.

OVERVIEW:

THE DEPARTMENT OF ASSESSMENT IS IN NEED OF A SYSTEM OR PROGRAM THAT WILL PROVIDE THEM WITH A COMPARIBLE MARKET ANALYSIS EN MASSE ON A PARCEL LEVEL CONTAINING NO LESS THAN FIVE (5) COMPARIBLE SALES FOR THE UNIVERSE OF CASES THAT FILE A SMALL CLAIMS ASSESSMENT REVIEW IN NASSAU COUNTY SUPREME COURT AGAINST THE COUNTY FOR 2018/2019 TAX YEAR. IN ADDITION TO THE COMPARABLE MARKET ANALYSIS, THE PRODUCT TO BE SUPPLIED SHOULD INCLUDE AN ARIAL MAP SHOWING THE LOCATION OF THE SUBJECT, COMPARABLES SALES AND A RADIUS SEARCH.

SPECIFICATIONS:

Assessment SOW

Assumptions:

- Applications will be used by 10-20 concurrent users
(the program is capable of handling 50 to 60 concurrent users)
- Applications will be needed from March 1, 2018 through August 31, 2018
(The program is currently in use, supporting 17 municipalities throughout Nassau, Suffolk and Westchester, simplifying dispositions of their small claim filings. Changes required to make the program comply with Nassau County specifications are minimal and can be completed well within the required timeframe.)
- The County prefers a HOSTED Solution
(Hosting would be provided through a well know third party vendor which we currently are under contract with.)
- If NOT hosted, the vendor is to provide technical specs as part of their response. Ex OS, CPU, RAM, Platforms needed
(OS: Windows sever 2003 or newer & Windows XP (SP3) or newer), CPU: Intel Pentium 4, AMD Athlon 64 or later), (RAM: 2GB of available Ram(4 GB recommended)), (Platform: R:Base Technologies, Inc)
- Data dump to be provided by the Nassau County Assessment Department
(Our database servers are capable of handling large datafiles with incremental backups completed routinely)

MANDATORY REQUIREMENTS

HOSTED COST

NON-HOSTED COST

- 1) Provide one cost for the Application / licensing for items 1.1 through 1.9 below.

\$ 375,000

\$ 350,000

- 1.1) The CMAs must include for the subject and comparable sales the parcel ID, distance in miles from the subject, school district, location within a Village, the most recent picture, selling price, buyer and seller, sales date, liber-page, class, lot size, house style, stories, year built, rooms/bath, square feet, garage, extras, location influences and a calculation of total adjustments and adjusted sales prices and subject value by average.

(As stated earlier, the program is in use disposing of small claims filing for many municipalities. Making the program compliant with Nassau County specifications would require the addition of 5 data fields to the CMA: Village 2 letter flag, buyer/seller, Liber-page, stories and rooms. The program also includes the ability to select comparable sales on a neighborhood basis. The minimal changes as indicated can be completed well within the required timeframe.) (see attachment 1.1)

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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TITLE

- 1.2) The CMAs must be prepared using standard appraisal practices but that the adjustments be determined by the NC Dept. of Assessment and that the adjustments are able to be made en masse pertaining to all parcels or en masse at various price points.

(The program was designed to comply with typical appraisal practices having the ability to adjust on a per parcel basis or mass basis.) (see attachment 1.2)

- 1.3) Each CMA must have the ability to be manipulated individually, so that comparable sales can be put in or removed as seen fit by the individual handling the case and with the calculations modified to reflect the changes in live time and then being able to be run/printed as modified.

(Knowing that an appraiser will not always agree with comparable sales selected through the use of an algorithm, the program has the full flexibility of replacing comparable sales on the fly.)

(see attachment 1.3)

- 1.4) The CMA program must be capable of being set in an "comparability mode", such that no comparable is chosen for a CMA that is less than a certain percentage off the price of the subject.

(The rational was realized in the early stages of development, feedback from appraisers indicated that picking comparable that were truly not comparable, did not provide reliable values. Therefore, adjustable parameters were incorporated into the system.) (see attachment 1.4)

- 1.5) The program must be flexible, so it could be run by court date or the representative in addition to its being run all at one time.

(The program is currently designed to run batch files by court date. Updating it with the ability to run by SCAR Rep. would be of minimal effort.) (see attachment 1.5)

- 1.6) The program must allow the Department of Assessment to set the date parameters for choosing of the comparable sales.

(Date parameters are fully flexible, permitting current valuation or historic valuation where needed in an Article 7 filing. Sale price trending is provided for a 7-year period having the ability to utilize more sales in less active communities.) (see attachment 1.6)

- 1.7) The program must be flexible for the Department of Assessment to be able to determine the weight given to various factors in choosing comparable sales, i.e. distance from the subject, school district, and such additional parameters as the Department sees fit to institute.

(The ability to weight variables such as distance, school district, waterfront, style and so on, is the backbone of our system, providing the ability to fine tune external influences when needed.) (see attachment 1.7)

- 1.8) The provider must submit to the Dept. of Assessment, a comparable market analysis report in an electronic format that is capable of interfacing with the County's printing services to allow the County to print the reports when completed.

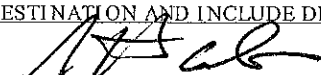
(The program is fully Microsoft compliant and permits use of all standard print drivers along with ODBC connections.)

- 1.9) The program must have the ability to provide a "bucket list" of sales (radius search) in distance from the subject. The program must have the ability to provide a default distance in choosing sales, but also have the ability to be adjusted by the Tax Specialist for individual properties when necessary. The sales in the bucket list must include the name of the buyer and seller for verification relative to the validity of the transaction.

(One of our earliest updates incorporated the use of radius reports. It was realized by our appraisers that we had no method to qualify if the program was missing the mark on value as indicated by the surrounding sales. The feature is fully adjustable on a mass or individual basis. Minor work to the report would require addition of buyer/seller.) (see attachment 1.9)

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE


BIDDER

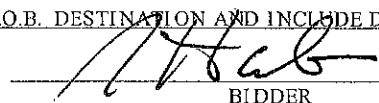


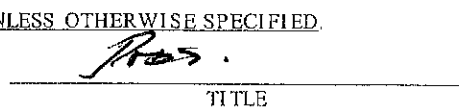
TITLE

	<u>HOSTED COST</u>	<u>NON-HOSTED COST</u>
2) The vendor must provide on-site training to 10-20 Assessment staff at Nassau County offices	\$ <u>6,000.00</u>	\$ <u>6,000.00</u>
3) The vendor must provide Maintenance / support for 6-month period March 1, 2018 to August 31, 2018.	\$ <u>12,000</u>	\$ <u>12,000</u>
 TOTAL COST FOR ITEMS # 1-3	 \$ <u>393,000</u>	 \$ <u>368,000</u>
<hr/>		
4) The vendor must provide hourly cost for onsite Professional services if needed	\$ <u>250</u> /Hr	\$ <u>250</u> /Hr
5) The vendor must provide a single cost for extending items #1-3 above for 1 year.	\$ <u>275,000</u>	\$ <u>275,000</u>
6) The vendor must provide hourly cost for onsite Professional services if needed for the 1-year extension	\$ <u>250</u> /Hr	\$ <u>250</u> /Hr

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE


BIDDER


TITLE

ADDENDUM

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:

Name	Address	Position
Michael Haberman	1070 Links Road Woodmere, NY 11598	President
Ronald Haberman	4 Manchester Lane Stony Brook, NY 11790	Vice-President
Thomas Donato	2470 Grand Avenue Bellmore, NY 11710	Vice-President

- iii) Name, address and position of all officers and directors of the company:

Name	Address	Position
Michael Haberman	1070 Links Road Woodmere, NY 11598	President
Ronald Haberman	4 Manchester Lane Stony Brook, NY 11790	Vice-President
Thomas Donato	2470 Grand Avenue Bellmore, NY 11710	Vice-President

- iv) State of incorporation (if applicable): New York State

- v) The number of employees in the firm: 16

- vi) Annual revenue of firm: \$1,917,888

- vii) Summary of relevant accomplishments

- The Company has completed revaluations of eight villages in Nassau under the certification of the Office of Real Property Tax Services and continues to handle their tax certiorari and small claims approximating 2,500 cases per year.
- The Company has acted in the past as consultants to the County of Nassau's Department of Assessment in defense of its Class 1 Assessment Roll over a ten year period requiring the preparation of between 20,000 and 30,000 Comparable Market Analyses (CMA's) each year. The Company attended SCAR hearings in front of judicial hearing officers when required and submitted all necessary support and reporting requirement documents to the County's Department Assessment.
- The Company has acted as consultants to the Town of Babylon's Department of Assessment in the defense of its Class 1 Assessment Roll over the past 21 years requiring the preparation of between 3,000 and 6,000 CMA's each year. The Company

has acted as consultants to the Town of Huntington's Department of Assessment in the defense of its Class 1 Assessment Roll over the past six years requiring the preparation of between 4,000 and 6,000 CMA's each year. The Company has attended SCAR hearings in front of judicial hearing officers and submitted all necessary support and reporting requirement documents to both towns' Departments of Assessment. The number of cases disposed of, total percentage reduction in assessments, and the percentage not receiving any assessment reductions follows.

<u>Town of Babylon Small Claim Results</u>		
	<u>2014/2015</u>	<u>2015/2016</u>
Total Case Loading	3,593	4,313
Less: Adjourned	12	8
Not yet adjudicated	<u>9</u>	<u>2</u>
Total Cases Disposed Of	3,572	4,303
Starting Assessment	\$14,049,840	\$16,216,469
Ending Assessment	<u>13,721,309</u>	<u>15,869,229</u>
Total Reduction in Assessment	\$328,531	\$347,240
Total % Reduction in Assessment	2.34%	2.14%
Parcels Receiving Reductions	930	1,086
Parcels with No Change in Assessment	<u>2,642</u>	<u>3,217</u>
Total Cases Disposed Of	3,572	4,303
% Receiving Assessment Reductions	26.04%	25.24%
% Not Receiving any Assessment Reductions	<u>73.96%</u>	<u>74.76%</u>
Total	100.00%	100.00%

Town of Huntington Small Claim Results		
	<u>2014/2015</u>	<u>2015/2016</u>
Total Case Loading	3,970	5,577
Less: Adjourned	12	5
Not yet adjudicated	2	0
Total Cases Disposed Of	3,956	5,572
Starting Assessment	\$18,581,157	\$24,924,706
Ending Assessment	<u>17,969,891</u>	<u>24,106,340</u>
Total Reduction in Assessment	\$611,266	\$818,366
Total % Reduction in Assessment	3.29%	3.28%
Parcels Receiving Reductions	1,601	2,260
Parcels with No Change in Assessment	<u>2,355</u>	<u>3,312</u>
Total Cases Disposed Of	3,956	5,572
% Receiving Assessment Reductions	40.47%	40.56%
% Not Receiving any Assessment Reductions	<u>59.53%</u>	<u>59.44%</u>
Total	100.00%	100.00%

- The Company has recently completed the monitoring of the reassessment for the Towns of Greenburgh, Ossining and North Salem.
- Working closely with Senator Martins, the Senator was able to facilitate a change to New York State law providing "Advisory Appraisals" to villages during an annual reassessment. Prior to the changes, only counties and towns were eligible for these reports, requiring villages to retrieve dated data from towns and counties or maintain static values therefor preventing a village from having a fair and equitable assessment roll.
- The Company's project manager has been a member of the Real Property Tax Administration Committee (RPTC), equalization subcommittee for ten years. He has been instrumental in writing procedures pertaining to Equalization Rates and Residential Assessment Ratios. This board position provides the Company with insight to New York State goals and procedures long before the general assessment community is aware of them.

viii) Copies of all state and local licenses and permits.

See immediately following.

- A. Indicate number of years in business. 48
- B. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

We believe that the Company's track record of providing CMA's which is based on continually evolving systems/computer programs for municipalities over a 25-year period makes us qualified to meet goals required for this Bid. Our CMA system precludes possibilities of producing inconsistent valuations. This has been proven numerous times after our village annual revaluations and subsequent small claim appraisals.

The Company has recently completed the first part of a systematic review of all commercial and multi-family properties within Nassau County.

The Company maintains various systems for research purposes as aids in the valuation and consulting services it provides. These include a hard copy/digital/micro-film library, contracted services such as Real Quest, Comps. Inc., CoStar, LoopNet and the Multiple Listing Service of Long Island, and an in-house proprietary database including thousands of sale and lease abstracts. A high speed internet connection is in place and operational and the entire office staff has complete access to it.

The company is located in an owner occupied two story office building in the heart of Mineola, two blocks from the Assessment Department offices and a short drive to the County Attorney's and Assessment Review Commission's offices. The firm has remained in business since 1968 because of the quality of its work and its ongoing commitment to be as responsive as possible to the needs of its clients.

- C. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Nassau County

- Deputy County Assessor Steve Corte, County of Nassau, 240 Old Country Road, Mineola, NY 11501. Phone (516) 571-3587
- Mayor Timothy Tenke, City of Glen Cove, City Hall, 9 Glen Street, Glen Cove, NY 11542. Phone (516) 676-2004
- Administrator, Ralph Suozzi, Village of Garden City, 351 Stewart Avenue, Garden City, NY 11530. Phone (516) 465-4051
- Administrator Kathleen L. Santelli, Village of Great Neck Estates, 4 Atwater Plaza, Great Neck, NY 11021. Phone (516) 482-8284

- Mayor Adam Hoffman, Village of Lake Success, 318 Lakeville Road, Lake Success, NY 11020. Phone (516) 482-4411
- Mayor Steven Kirschner, Village of Russell Gardens, 6 Tain Drive, Russell Gardens, NY 11021. Phone (516) 482-8246
- Administrator Bruce Kennedy, Village of Sea Cliff, Village Hall, 300 Sea Cliff Avenue, Sea Cliff, NY 11579. Phone (516) 671-0080
- Administrator Joe Gill, Village of Great Neck, 61 Baker Hill Road, Great Neck, NY 11023. Phone (516) 482-0019
- Clerk/Treasurer Gomie Persaud, Village of Kings Point, 32 Steppingstone Lane, Kings Point, NY 11024. Phone (516) 504-1000
- Mayor Robert Weitzner, Village of Port Washington North, 3 Pleasant Avenue, Port Washington North, NY 11050. Phone (516) 233-9581
- Mayor Ralph Ekstrand, Village of Farmingdale, Village Hall, 361 Main Street, Farmingdale, NY 11735. Phone (516) 249-0093
- Sole Town Assessor Roger Ramme, Town of Huntington, 100 Main Street, Huntington, NY 11743. Phone (631) 351-3226
- Sole Town Assessor Joan Ball, Town of Babylon, 200 East Sunrise Highway, Lindenhurst, NY 11757. Phone (631) 957-3014
- Assessor Fernando Gonzalez, Town of Ossining, 16 Croton Avenue, Ossining, NY 10562. Phone (914) 762-8274

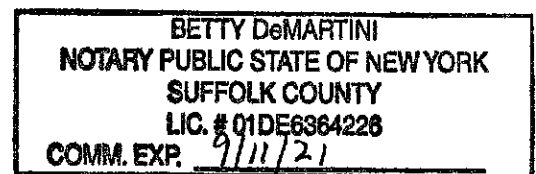
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Haberman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of February 2018

Betty DeMartini
Notary Public



Name of submitting business:

Michael Haberman Associates, Inc.

By:

Michael Haberman

Print name

[Signature]
Signature

President

Title

2/15/18

Date

UNIQUE ID NUMBER 46000004476	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 103116
PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.		EFFECTIVE DATE MO. DAY YR. 11 09 17
HABERMAN MICHAEL C/O MICHAEL HABERMAN ASSOCIATE 125 FRONT ST MINEOLA, NY 11501		EXPIRATION DATE MO. DAY YR. 11 08 19
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		
DCS-1008 (Rev. 3/01)		

UNIQUE ID NUMBER 46000004477	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 104736
PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.		EFFECTIVE DATE MO. DAY YR. 12 10 17
HABERMAN RONALD M C/O MICHAEL HABERMAN ASSOCIATE 125 FRONT ST MINEOLA, NY 11501		EXPIRATION DATE MO. DAY YR. 12 09 19
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		
DCS-1008 (Rev. 3/01)		

<p><i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES</p>		<p>FOR OFFICE USE ONLY Control No. 93490</p>
<p>PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.</p>		<p>EFFECTIVE DATE MO. DAY YR. 06 19 16</p>
<p>[DONATO THOMAS C/O MICHAEL HABERMAN ASSOCIATE 125 FRONT ST MINEOLA, NY 11501]</p>		<p>EXPIRATION DATE MO. DAY YR. 06 18 18</p>
<p>HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER</p>		
<p><small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE</p>		

<p>UNIQUE ID NUMBER #45000041806</p>	<p><i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES</p>		<p>FOR OFFICE USE ONLY Control No. 96791</p>
<p>PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.</p>		<p>EFFECTIVE DATE MO. DAY YR. 02 03 17</p>	
<p>[KAM JILL M C/O KAM JILL M 112 EDGEWOOD AVE RONKONKOMA, NY 11779]</p>		<p>EXPIRATION DATE MO. DAY YR. 02 02 19</p>	
<p>HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER</p>			
<p><small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE</p>			

009-1098 (Rev. 3/01)

UNIQUE ID NUMBER 45000010771	State of New York Department of State DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 96548
PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS.		EFFECTIVE DATE MO. DAY YR. 12 22 18
PODIMATIS STELIOS S C/O PODIMATIS STELIOS S 25 23 32ND ST ASTORIA, NY 11102		EXPIRATION DATE MO. DAY YR. 12 21 19
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. RESIDENTIAL APPRAISER		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		

DOS-1098 (Rev. 3/01)

UNIQUE ID NUMBER 48000019766	State of New York Department of State DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 104245
KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS.		EFFECTIVE DATE MO. DAY YR. 01 02 18
HABERMAN TRUDI C/O HABERMAN TRUDI 1070 LINKS RD WOODMERE, NY 15981		EXPIRATION DATE MO. DAY YR. 01 01 20
HAS BEEN DULY LICENSED AS A REAL ESTATE APPRAISER ASSISTANT		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		

DOS-1098 (Rev. 3/01)






UNIQUE ID NUMBER 48Q00022616	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 95196
KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS,		EFFECTIVE DATE MO. DAY YR. 08 21 16
STEPHENS RICHARD C C/O STEPHENS RICHARD C 24 ROBINSON DR BETHPAGE, NY 11714		EXPIRATION DATE MO. DAY YR. 08 20 18
HAS BEEN DULY LICENSED AS A REAL ESTATE APPRAISER ASSISTANT		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		

DOS-1008 (Rev. 3/01)

UNIQUE ID NUMBER 48Q00050637	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 100867
KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS,		EFFECTIVE DATE MO. DAY YR. 06 22 17
KELLY DANIEL F C/O DANIEL F KELLY 18 FAIROAKS LN SMITHTOWN, NY 11787		EXPIRATION DATE MO. DAY YR. 06 21 19
HAS BEEN DULY LICENSED AS A REAL ESTATE APPRAISER ASSISTANT		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		

DOS-1008 (Rev. 3/01)

Attachment 1.1

Owner: HAYBERT, ROBERT & Address: 26 KIRKWOOD Glen Cove		Municipality: City of Glen Cove Run Date: 02/09/2018 09:57 AM									
Subject		Sale 1		Sale 2		Sale 3		Sale 4		Sale 5	
Valuation Date: 01/02/2017 BAR: 1.0000 Assessed Value: \$470,500 Subject Eq Value: \$470,500											
Address: Municipality: Legal Id: School District: Class: Style: Neighborhood: Age/Effective/Year: Proximity:		26 KIRKWOOD Glen Cove 30/62/18 005 210 SPLIT LEVEL 7 1954 / 1954 0.01		19 DRIFTWOOD Glen Cove 30/62/20 005 210 SPLIT LEVEL 7 1954 / 1954 0.02		27 KIRKWOOD Glen Cove 30/60/6 005 210 SPLIT LEVEL 7 1958 / 1958 0.03		36 KIRKWOOD Glen Cove 30/62/31 005 210 SPLIT LEVEL 7 1958 / 1958 0.07		11 MEADOWFIELD GLEN COVE 30/64/62 005 210 RANCH 7 1960 / 1960 0.11	
Sales Date: Sale Price: Time Adjustment: Location: Condition: Adjusted Sale Price:		08/16/2016 660,000 Average Average Average 660,000		07/28/2016 550,000 Average Average Average 550,000		09/12/2016 510,000 Fair Average Average 535,500		04/22/2016 515,000 Average Average Average 515,000		05/24/2017 535,000 Average Average Average 535,000	
Land Area: GLA: # Full Baths: # Half Baths: Basement: Garage: Fireplaces: Central Air: Waterfront: Amenities: Other: Total Adjust: Adjusted Value:		0.15 1691 2 0 Full 2 0 CAC None None -7,545 1,683,455		0.22 2082 3 0 Full 2 1 None None None -30,526 1,652,929		0.17 1552 2 0 Full 1 1 CAC None None 4,457 1,597,387		0.24 1792 2 0 Full 1 0 None None None -5,034 1,602,895		0.28 1688 1 1 Full 2 0 None None None -10,325 1,592,570	
Market Value: \$529,000 Printed: 02/09/2018 09:57 AM											

Attachment 1.2

SPARC - Adjustments Maintenance for Equalized Value Ranges

Adjustment	Type	A Procedure	Range 1 Start	Range 1 End	Range 1 Adjustment	Range 2 Start	Range 2 End	Range 2 Adjustment
Equal Value	Auto	Subject-Comp * Adjustment	0.00	350,000.00	2.00	350,001.00	500,000.00	3.00
GLA	Auto	Subject-Comp * Adjustment	0.00	350,000.00	35.00	350,001.00	500,000.00	40.00
Waterfront	Auto	Yes/No	0.00	350,000.00	100,000.00	350,001.00	500,000.00	200,000.00
Garage	Auto	Subject-Comp * Adjustment	0.00	350,000.00	5,000.00	350,001.00	500,000.00	6,000.00
Baths	Auto	Subject-Comp * Adjustment	0.00	350,000.00	5,000.00	350,001.00	500,000.00	6,000.00
Half Baths	Auto	Subject-Comp * Adjustment	0.00	350,000.00	3,000.00	350,001.00	500,000.00	4,000.00
Basement	Auto	Yes/No	0.00	350,000.00	10,000.00	350,001.00	500,000.00	10,000.00
Fireplace	Auto	Subject-Comp * Adjustment	0.00	350,000.00	3,000.00	350,001.00	500,000.00	5,000.00
Air Conditioning	Auto	Yes/No	0.00	350,000.00	5,000.00	350,001.00	500,000.00	6,000.00
Amenities	Auto	Subject-Comp * Adjustment	0.00	350,000.00	5,000.00	350,001.00	500,000.00	8,000.00

Finished

adjustments2

Subject: 26 KIRKWOOD Glen Cove										GLA: 1691		Built: 1954		Style: SPLIT LEVEL		Class: 210		Acres: 0.1492		RtHood: 7		School: 005		Trimmed Mean: \$25,000.00	
Glen Cove										Built: 1954		Style: SPLIT LEVEL		Class: 210		Acres: 0.1492		RtHood: 7		School: 005		Water:			
Sales Info: 07/28/2016 \$50,000.00										Built: 1954		Style: SPLIT LEVEL		Class: 210		Acres: 0.1492		RtHood: 7		School: 005		Water:			
Distance #	S#	Address	Style	Date	DSBL	Sale Price	Adj Sale Value	Class	Built	GLA	Acres	Weight	Prop Id	Water	Notes	Rtr	School								
G.01	1	28 KIRKWOOD	SPLIT LEVEL	08/16/2016	30/62/75	660,000.00	652,455.00	210	1959	1688	0.2152	-9316	1599			7	005								
G.02	9	19 DRIFTWOOD	SPLIT LEVEL	07/28/2016	30/62/20	550,000.00	539,474.00	210	1954	2082	0.2172	16609	1355			7	005								
G.03	2	27 KIRKWOOD	SPLIT LEVEL	09/12/2016	30/60/16	510,000.00	529,957.00	210	1958	1552	0.1853	-3021	1200		bx school	7	005								
G.06	06	11 DRIFTWOOD	SPLIT LEVEL	11/18/2016	30/62/12	510,000.00	412,160.00	210	1954	1652	0.1492	3797	1140			7	005								
G.07	20	43 HITCHING POST	H-RANCH	01/10/2017	30/60/70	520,000.00	467,237.00	210	1973	2555	0.163	38857	1186			7	005								
G.07	3	36 KIRKWOOD	SPLIT LEVEL	04/22/2016	30/62/31	515,000.00	405,866.00	210	1958	1792	0.241	-2943	1345			7	005								
G.08	08	60/20/2016	SPLIT LEVEL	06/20/2016	30/60/11	419,000.00	455,207.00	210	1958	1532	0.1653	-167	1205		AS-IS add atts	7	005								
G.10	21	24 BRANDING IRON	CAPE	09/09/2015	30/82/31	650,000.00	804,145.00	210	1973	2470	0.1928	45497	1827			7	005								
G.11	5	11 MEADOWFIELD	SPLIT LEVEL	05/24/2017	30/64/62	555,000.00	428,154.00	210	1954	1662	0.1722	6435	1147			7	005								
G.12	12	5 BROOKDALE	SPLIT LEVEL	06/06/2016	30/62/17	462,000.00	448,953.00	210	1954	1758	0.2362	8268	1382		tired	7	005								
G.13	4	27 BROOKDALE	H-RANCH	12/16/2015	30/64/19	547,000.00	545,867.00	210	1973	2073	0.1653	23483	1217		bx school	7	005								
G.15	11	59 HITCHING POST	H-RANCH	09/07/2017	30/60/78	465,000.00	426,114.00	210	1973	2073	0.2296	24281	1895			7	005								
G.17	13	22 STRIPUP	SPLIT LEVEL	01/31/2017	30/81/3	540,000.00	515,497.00	210	1958	1854	0.371	13522	1955			7	005								
G.17	14	9 HILLDALE	SPLIT LEVEL	11/23/2016	30/69/19	547,000.00	549,604.00	210	1960	1652	0.2893	11028	1277			7	005								
G.18	10	1 MEADOWFIELD	RANCH	05/04/2016	30/64/56	580,000.00	563,240.00	210	1970	2760	0.1492	52744	1127		BX COMM	7	005								
G.19	23	23 BROADFIELD	COLONIAL	08/21/2017	30/61/17	575,000.00	535,577.00	210	1973	2549	0.1653	36370	1846			7	005								
G.19	17	48 HITCHING POST	H-RANCH	03/23/2017	30/62/39	525,000.00	511,690.00	210	1973	2400	0.1492	38780	1125		bx comm	7	005								
G.20	18	25 BROADFIELD	RANCH	09/03/2016	30/61/18	580,000.00	426,882.00	210	1954	1008	0.163	67864	2670		side forest	7	005								
G.20	20	34 PRESTWICK	CAP	12/02/2017	23/55/196	620,000.00	570,348.00	210	1973	2385	0.1928	48529	1888			11	005								
G.21	21	22 BRANDING IRON	CAPE	06/26/2017	30/82/23	635,000.00	614,737.00	210	1958	1630	0.3306	11479	1952			7	005								

Attachment 1.4

Single CMA				Mass CMA			
Valuation Date:		1/ 2/2017 ▾		Valuation Date:		1/ 2/2017 ▾	
RAR:		1		RAR:		1	
Oldest Sales Date to Use:		1/ 1/2016 ▾		Oldest Sales Date to Use:		1/ 1/2016 ▾	
Newest Sales Date to Use:		1/ 1/2018 ▾		Newest Sales Date to Use:		1/ 1/2018 ▾	
Upper % Limit Sales Amount Selection:		1000		Upper % Limit Sales Amount Selection:		70	
Lower % Limit Sales Amount Selection:		1000		Lower % Limit Sales Amount Selection:		50	
GLA Cutoff:		2.50		GLA Cutoff:		1.50	
Distance Cutoff Under		4000		Distance Cutoff Under		4000	
Distance Cutoff Over		5.00		Distance Cutoff Over		3.00	
Use Lot Size Weighting ?		Y		Use Lot Size Weighting ?		Y	
Only Use Sales w/GLA Within:		1%		Only Use Sales w/GLA Within:		1%	
of Subject Property GLA				of Subject Property GLA			
				Save and Exit			

Attachment 1.5

Select Calendar to Run Mass

Calendar #	Date Loaded	Mass Run Date	Print Date	# Cases	Hearing Date / Time				
100027	01/08/2018	01/08/2018	01/08/2018	24	02/16/2018	09:30 AM	Run Mass	1 Line	Worksheet
100026	01/08/2018	01/08/2018	01/08/2018	24	02/15/2018	02:15 PM	Run Mass	1 Line	Worksheet
100025	01/08/2018	01/08/2018	01/08/2018	18	02/15/2018	09:30 AM	Run Mass	1 Line	Worksheet
100024	01/08/2018	01/08/2018	01/08/2018	6	02/14/2018	09:30 AM	Run Mass	1 Line	Worksheet
100023	01/08/2018	01/08/2018	01/08/2018	20	02/14/2018	02:15 PM	Run Mass	1 Line	Worksheet
100022	01/08/2018	01/08/2018	01/08/2018	33	02/13/2018	09:30 AM	Run Mass	1 Line	Worksheet
100021	01/08/2018	01/08/2018	01/08/2018	15	02/13/2018	09:30 AM	Run Mass	1 Line	Worksheet
100020	01/08/2018	01/08/2018	01/08/2018	17	02/09/2018	02:15 PM	Run Mass	1 Line	Worksheet
100019	01/08/2018	02/06/2018	02/06/2018	22	02/09/2018	09:30 AM	Run Mass	1 Line	Worksheet
100018	01/08/2018	02/02/2018	02/02/2018	25	02/08/2018	02:15 PM	Run Mass	1 Line	Worksheet
100017	01/08/2018	01/30/2018	01/08/2018	25	02/08/2018	09:30 AM	Run Mass	1 Line	Worksheet
100016	01/08/2018	01/08/2018	01/08/2018	25	02/07/2018	02:15 PM	Run Mass	1 Line	Worksheet
100015	01/08/2018	01/08/2018	01/08/2018	25	02/07/2018	09:30 AM	Run Mass	1 Line	Worksheet
100014	01/08/2018	01/08/2018	01/08/2018	25	02/06/2018	02:15 PM	Run Mass	1 Line	Worksheet
100013	01/08/2018	01/08/2018	01/08/2018	25	02/06/2018	09:30 AM	Run Mass	1 Line	Worksheet
100012	01/08/2018	01/08/2018	01/08/2018	25	02/05/2018	02:15 PM	Run Mass	1 Line	Worksheet

1 25

Run Mass

Attachment 1.6

Time Trend			
	1st Prior Year - Quarter 1:	0.63	
	1st Prior Year - Quarter 2:	0.63	
	1st Prior Year - Quarter 3:	0.63	
	1st Prior Year - Quarter 4:	0.63	
1-364	1st Prior Year - Annual Rate:	0.63	1093-1456
	2nd Prior Year - Quarter 1:	0.63	4th Prior Year - Annual Rate:
	2nd Prior Year - Quarter 2:	0.63	
	2nd Prior Year - Quarter 3:	0.63	5th Prior Year - Quarter 1:
	2nd Prior Year - Quarter 4:	0.63	0.63
365-728	2nd Prior Year - Annual Rate:	0.63	5th Prior Year - Quarter 2:
	3rd Prior Year - Quarter 1:	0.63	0.63
	3rd Prior Year - Quarter 2:	0.63	5th Prior Year - Quarter 3:
	3rd Prior Year - Quarter 3:	0.63	0.63
	3rd Prior Year - Quarter 4:	0.63	5th Prior Year - Quarter 4:
729-1092	3rd Prior Year - Annual Rate:	0.63	0.63
			6th Prior Year - Quarter 1:
			0.63
			6th Prior Year - Quarter 2:
			0.63
			6th Prior Year - Quarter 3:
			0.63
			6th Prior Year - Quarter 4:
			0.63
			6th Prior Year - Annual Rate:
			0.63

For a DECLINING MARKET past the VALUATION DATE enter a POSITIVE percentage.

For an INCREASING MARKET past the VALUATION DATE enter a NEGATIVE percentage.

	Current Year - Quarter 1:		
	Current Year - Quarter 2:		
	Current Year - Quarter 3:		
	Current Year - Quarter 4:		
1 to 364	Current Year - Annual Rate:		

Process Time Trend Table

Attachment 1.7

1 of 11

Print List

Finished

Weightings

Weighting Parameters

	Parameter	Criteria	Equal Value Adjustment	Not Equal Value Adjustment 1	Not Equal Value Adjustment 2
1	Grid Distance	Per Foot	0	8	
2	School District	Same/Not Same	0	10000	
3	Street Name	Same/Not Same	0	10000	
4	Waterfront-Same Val1	Yes/Yes	0	0	
5	Property Class	Same/Not Same	0	100000	
6	Year Built	Same/Not Same	0	30000	60000
7	SFLA	Difference * 10	0	40	
8	Building Style	Same/Not Same	0	0	
9	Waterfront-Sales Only Val2	Yes	0	100000	
10	Waterfront-Subject Only Val3	Yes	0	-100000	
11	Neighborhood Code	Same/Not Same	-10000	20000	

Proximity Sales Subject: 26 KIRKWOOD Glen Cove
- Unweighted 30/62/18

02/09/2018 Page 1 of 2
Market Value: 529,000.00

S#	Dist.	Address	Style	SBL	Sale Date	Sale Price	Adj Sale Value	Class	Built	GLA	Acres	Water	NbHood	School	Notes
1	0.01	20 KIRKWOOD	SPLIT LEVEL	30/62/35	08/16/16	660,000	652,455	210	1959	1688	0.2152			7	005
2	0.02	19 DRIFTWOOD	SPLIT LEVEL	30/62/20	07/28/16	550,000	519,474	210	1954	2082	0.2172			7	005
3	0.03	27 KIRKWOOD	SPLIT LEVEL	30/60/6	09/12/16	510,000	539,957	210	1958	1552	0.1653			7	005
4	0.06	11 DRIFTWOOD	SPLIT LEVEL	30/62/2	11/18/16	410,000	412,180	210	1954	1662	0.1492			7	005
5	0.07	43 HITCHING POST	HI-RANCH	30/60/70	01/10/17	520,000	467,237	210	1973	2565	0.163			7	005
6	0.07	26 KIRKWOOD	SPLIT LEVEL	30/62/31	04/22/16	515,000	509,986	210	1958	1792	0.241			7	005
7	0.08	37 KIRKWOOD	SPLIT LEVEL	30/60/11	06/20/16	419,000	435,207	210	1958	1532	0.1653			7	005
8	0.1	24 BRANDING IRON	CAPE	30/82/31	09/09/16	650,000	604,143	210	1973	2470	0.1928			7	005
9	0.31	11 MEADOWFIELD	RANCH	30/64/62	05/24/17	535,000	524,675	210	1960	1686	0.2827			7	005
10	0.12	5 BROOKDALE	SPLIT LEVEL	30/62/7	06/06/16	425,000	428,154	210	1954	1662	0.1722			7	005
11	0.13	27 BROOKDALE	SPLIT LEVEL	30/64/19	12/16/16	462,000	448,953	210	1954	1758	0.2362			7	005
12	0.15	59 HITCHING POST	HI-RANCH	30/60/78	09/07/17	547,000	545,967	210	1973	2073	0.1653			7	005
13	0.17	22 STIRRUP	HI-RANCH	30/81/3	01/31/17	465,000	428,214	210	1973	2073	0.2296			7	005
14	0.17	9 HILDALE	SPLIT LEVEL	30/69/19	11/23/16	540,000	515,497	210	1958	1854	0.371			7	005
15	0.18	1 MEADOWFIELD	RANCH	30/64/56	05/04/16	547,000	549,604	210	1960	1652	0.2893			7	005
16	0.19	23 BROADFIELD	COLONIAL	30/61/17	08/21/17	580,000	563,240	210	1970	2760	0.1492			7	005
17	0.19	48 HITCHING POST	HI-RANCH	30/82/39	03/23/17	575,000	535,577	210	1973	2349	0.1653			7	005
18	0.2	25 BROADFIELD	COLONIAL	30/61/18	05/03/16	523,000	511,890	210	1970	2400	0.1492			7	005
19	0.21	8 PRESTWICK	RANCH	23/55/426	06/26/17	620,000	570,343	210	1973	2365	0.1928			7	005
20	0.21	31 MEADOWFIELD	SPLIT LEVEL	30/69/16	09/30/17	635,000	614,737	210	1958	1630	0.3306			7	005
21	0.22	30 BROADFIELD	COLONIAL	30/60/32	06/15/17	480,000	475,003	210	1968	2280	0.1602			7	005
22	0.23	8 FORD	OLD STYLE	23/55/115	10/14/16	275,000	315,577	210	1900	1314	0.1435			11	005
23	0.25	4 BRANDING IRON	HI-RANCH	30/60/87	12/15/16	661,000	621,877	210	1973	2349	0.163			7	005
24	0.25	4 BRIDLE	CAPE	30/80/2	08/19/16	650,000	579,394	210	1972	2470	0.2296			7	005
25	0.25	231 WALNUT	HI-RANCH	30/60/89	10/30/17	535,000	499,546	210	1973	2073	0.2194			7	005
26	0.27	2 DEEPALE	RANCH	30/76/18	09/15/17	715,000	655,223	210	1968	1998	0.4531			6	005
27	0.27	23 HARRISON	RANCH	23/55/40	02/08/16	290,000	355,593	210	1961	940	0.1182			11	005
28	0.29	3 CAMBRIDGE	CAPE	23/55/51	09/23/16	470,000	443,774	210	1960	1684	0.1722			11	005
29	0.3	13 CAMBRIDGE	RANCH	23/55/46	07/19/17	325,000	375,737	210	1956	960	0.1148			11	005
30	0.3	27 HARRISON	CAPE	23/55/411	06/05/17	465,000	478,206	210	1955	1688	0.1409			11	005
31	0.32	13 TITUS	CAPE	23/55/417	11/16/17	400,000	423,341	210	1949	1176	0.2124			11	005

ACORD TM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2018

PRODUCER

MITCHELL E WEINGRAD LTD - *Commercial*
POB 190
EAST ROCKAWAY, NY 11518
516)887-4800
Liability

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED MICHAEL HABERMAN ASSOCIATES, INC.
ATTN: MICHAEL HABERMAN
125 FRONT STREET
MINEOLA, NY 11501

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A. GRAPHIC ARTS MUTUAL INS CO
INSURER B. STATE INSURANCE FUND
INSURER C. STANDARD SECURITY LIFE
INSURER D. UTICA MUTUAL INSURANCE COMPANY
INSURER E.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	4568793	9/06/17	9/06/18	EACH OCCURRENCE \$ 2,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 2,000,000
					GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4568793	9/06/17	9/06/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
C	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
D	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	CULP4575229	9/06/17	9/06/18	EACH OCCURRENCE \$ 3,000,000
					AGGREGATE \$ 3,000,000
					\$
					\$
					\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (If yes, describe under SPECIAL PROVISIONS below)	H 1002 914-8	04/07/17	04/07/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
F	NY STATE DBL	D 72898	07/01/17	07/01/18	STATUTORY DBL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED, PER WRITTEN CONTRACT

CERTIFICATE HOLDER

Nassau County
Office of the County Attorney
1 West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mitchell E Weingrad



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Liability Consulting Services, Inc. - <i>Professional Liability</i> 45 Knollwood Road, Suite 202 Elmsford, NY 10523	CONTACT NAME: Jinu Joseph PHONE (A/C No. Ext.): 914-592-6505 E-MAIL ADDRESS: jinu@plcsi.com FAX (A/C No.): 914-592-6508
INSURED Michael Haberman Associates, Inc. 125 Front Street Mineola, NY 11501	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Underwriters At Lloyd's London INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20443 AA1122000

COVERAGES**CERTIFICATE NUMBER:** N/A**REVISION NUMBER:** N/A

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSR	WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:								EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	NO	NO			MPL163264017	05/20/2017	05/20/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			N/A				PER STATUTE OTH. ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Appraiser Professional Liability Insurance	NO	NO			RFB 59230366917	05/20/2017	05/20/2018	\$1,000,000 Each Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Professional Liability Insurance - Primary & Excess

CERTIFICATE HOLDER**CANCELLATION**

Nassau County
Office of the County Attorney
1 West Street
Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OPEN: February 20, 2018

DATE: February 22, 2018

FROM: ADMINISTRATION

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

[illegible]



A-31-18

Staff Summary A-31-2018

Subject: Automotive & Marine Batteries (BPNC17000004; S/B # 06012-12136-162)
Department: Office of Purchasing
Department Head Name: Robert Cleary
Department Head Signature <i>Robert Cleary</i>

Date: March 2, 2018
Vendor Name: Judge Family Enterprises, Inc.
Contract Number A-31-2018
Contract Manager Name Anette Sullivan

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
	Budget	03/02/18 <i>ASL</i>	County Atty.
03/23/18	Deputy C.E.		County Exec.

Narrative

Purpose: To notify the Rules Committee that the funding for Blanket Purchase Order BPNC17000004 for auto batteries for various Nassau County agencies has reached a level that requires oversight by said committee.

Discussion: This contract has been in effect since February 2017. The solicitation was advertised in Newsday and posted to the Nassau County Solicitation Board where five (5) vendors reviewed the documents. Three (3) bids were received. Judge Family Enterprises, Inc. submitted the lowest responsible bid meeting specifications for auto batteries. Another bidder was identified as the lowest responsible bidder meeting specifications for marine batteries and has been awarded that portion of the bid.

Impact on Funding: Estimated annual usage will exceed One Hundred Thousand Dollars (\$100,000) from general operating funds.

Recommendation: Office of Purchasing recommends approving oversight of funding for this Blanket Purchase Order with Judge Family Enterprises Inc., as the lowest responsible bidder meeting specifications, for auto batteries.

J. Guata 3/6/18
(1213)

ET: 11:11 03/02/18

ALBINO IN SCOT

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-31-2018

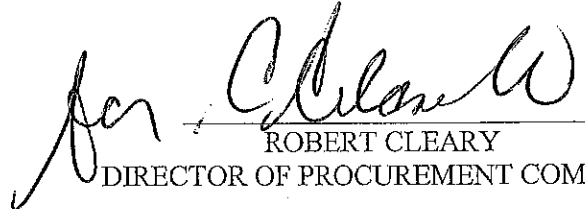
FROM: MICHAEL SCHLENOFF ACTING DIRECTOR OFFICE OF PURCHASING

DATE: MARCH 05, 2018

SUBJECT: RESOLUTION-VARIOUS NASSAU COUNTY AGENCIES

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO APPROVE OVERSIGHT FOR A BLANKET PURCHASE ORDER IN THE ESTIMATED AMOUNT OF OVER ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES TO JUDGE FAMILY ENTERPRISES, INC. MEETING SPECIFICATIONS FOR AUTO AND MARINE BATTERIES.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.


ROBERT CLEARY
DIRECTOR OF PROCUREMENT COMPLIANCE

MS: br

ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM



A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES AND JUDGE FAMILY ENTERPRISES, INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #06012-12136-162 for auto & marine batteries for Various Nassau County Agencies as more particularly described in the bid document; and

WHEREAS, the Director of Purchasing is representing to the Rules Committee that the firm, JUDGE FAMILY ENTERPRISES, INC. submitted the lowest responsible bid and meets all specifications for the auto batteries portion of the bid, as further described in the said contract, and as determined by the Director of the Office of Purchasing; and

WHEREAS, the Director is representing to the Rules Committee that the firm JUDGE FAMILY ENTERPRISES, INC. has reached a level of spending requiring oversight by the Rules Committee as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to approve oversight of funding under a Blanket Purchase Order with JUDGE FAMILY ENTERPRISES, INC.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 1-16-2018 Vendor: Judge Family Enterprises Inc.
Signed: [Signature]
Print Name: Brian Judge
Title: President

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]
BIDDER

President
TITLE



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state:

None

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 2-13-18

Signed:

Print Name:

Title:



Brian Judge

President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Brian Judge
Date of birth 04/13/1973
Home address 50 School Street
City/state/zip East Williston NY 11596
Business address 85 Orville Drive
City/state/zip Bohemia NY 11716
Telephone 631 244 2556
Other present address(es) None
City/state/zip None
Telephone None
List of other addresses and telephone numbers attached None
2. Positions held in submitting business and starting date of each (check all applicable)
President 12/20/13 Treasurer
Chairman of Board Shareholder
Chief Exec. Officer Secretary
Chief Financial Officer Partner
Vice President
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO If Yes, provide details. 50% shareholder
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO ; If Yes, provide details.
BMS Battery Inc. president Vander Judge Battery Inc. BDK Realty Corp.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO ☒ If Yes, provide details.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Brian Judge
BIDDER

president

TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES _____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) NO
- a) Is there any felony charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO X If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES _____ NO X If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES _____ NO X If Yes, provide details for each such occurrence.

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B. J. [Signature]
BIDDER

President
TITLE

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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B. J. M.
BIDDER

President
TITLE

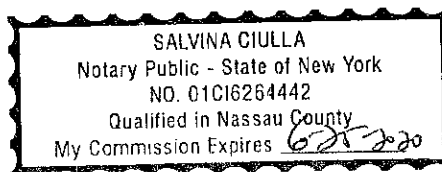
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Brian Judge, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27 day of Feb 2018

[Signature]
Notary Public



Judge Family Enterprises Inc.
Name of submitting business

Brian Judge
Print name

[Signature]
Signature

President
Title

2, 27, 18
Date

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BIDDER SIGN HERE

[Signature]
BIDDER

President
TITLE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Megan Judge
Date of birth 06/26/1973
Home address 50 School Street
City/state/zip East Williston, NY 11596
Business address 85 Orville Drive
City/state/zip Bohemia NY 11716
Telephone 631-244-2556
Other present address(es) none
City/state/zip none
Telephone none
List of other addresses and telephone numbers attached none
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 12/20/13 / /
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. 50% shareholder
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ; If Yes, provide details.
Vanderjude Battery Inc. BDK Realty Inc.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO X If Yes, provide details.

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BIDDER

TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES _____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) NO
- a) Is there any felony charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO X If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES _____ NO X If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES _____ NO X If Yes, provide details for each such occurrence.

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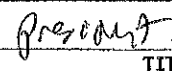
President
TITLE

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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BIDDER


TITLE

CERTIFICATION

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I, Megan Judge, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27th day of February 2018
CATHERINE M. GRAY
Notary Public, State of New York
No. 02GR6105867
Qualified in Nassau County
Commission Expires 2/23/2020

Catherine M. Gray
Notary Public

Judge Family Enterprises, Inc.
Name of submitting business

Megan Judge
Print name

Megan Judge
Signature

Vice President
Title

02/27/2018
Date

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[Signature]
BIDDER

President
TITLE

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none". No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 2-27-18

1) Proposer's Legal Name: Judge Family Enterprises Inc.

2) Address of Place of Business: 85 Orville Drive, Bohemia NY 11716

List all other business addresses used within last five years:

none

3) Mailing Address (if different): none

Phone: 631-244-2556

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 09-753-3251

5) Federal I.D. Number: 46-4494118

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other
(Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details: _____

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B. Judge
BIDDER

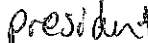
President
TITLE

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

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BIDDER


president

TITLE

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. no conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. no conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If a conflict were to arise, our company would contact Nassau County Officials to resolve the conflict

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; 12-20-2013

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BIDDER SIGN HERE

[Signature]
BIDDER

President
TITLE

The Business History of Judge Family Enterprises, Inc.

Founded on December 20, 2013 by Brian Judge along with his spouse Megan, Judge Family Enterprises bought the assets and rights from Interstate Batteries System of America to distribute Interstate Batteries products on Long Island as an independent distributor.

As an independent distributor, Brian and Megan have grown the business by nearly 2 million dollars in their four years of ownership. The growth didn't happen by accident, but through providing great service on a great product. Brian and Megan brought a wealth of knowledge of experience to the business as well. Brian has been an independent distributor since 1995 in the NYC area. During that time, the business revenue increased nearly 6 fold, through the same method of providing great service on a great product. As an owner of BMS Battery Inc. we received awards for Top Volume, Top Market Share, National Account service, and Most improved to name a few. This same philosophy and management style has carried over to Judge Family Enterprises, Inc. and will keep the company growing for years to come.

Judge Family Enterprises, Inc. company information

Date of formation: 12/20/2013

Name and addresses of all persons with financial interests in the company:

Brian Judge- President	Megan Judge- Vice President
50 School Street	50 School Street,
East Williston NY 11596	East Williston NY 11596

Name, address, and position of all officers and directors of the company: see above

State of Incorporation: New York

Number of Employees in firm: 13

Annual revenue of the firm: 9.9 million

Summary of relevant accomplishments: In our four years as independent distributors we have fixed customer service issues, provided great jobs and opportunity for our employees, and grown our gross revenue by 2 million dollars.

Copies of state and local licenses and permits: See attached Sales tax permit and U.S. Dot Number permit.

 president.

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 4

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. We have the support of neighboring independent Interstate Battery distributors if help is needed in a crisis.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Lawrence Hill Services

Contact Person Michael Daly

Address 406 West Main street

City/State Huntington NY 11743

Telephone 631 549 5111

Fax # 631 547-1838

E-Mail Address _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]
BIDDER

[Signature]
TITLE

Company Anflo Auto

Contact Person Mike Schilling

Address 123 merrick rd.

City/State Amyville NY 11701

Telephone 631 691 6363

Fax # 631 264 0589

E-Mail Address _____

Company Bill's Auto Repair Mobil

Contact Person Bill Scaglione

Address 1 Main street

City/State Port Washington NY 11050

Telephone 516 883 9831

Fax # 516 944 7208

E-Mail Address _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE B/C

BIDDER

President,

TITLE

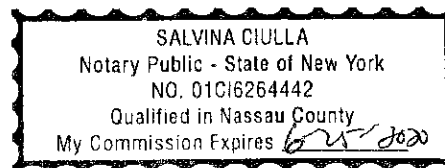
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Brian Judge, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27 day of February, 2018

[Signature]
Notary Public



Name of submitting business: Judge Family Enterprises, Inc.

By: Brian Judge
Print name

[Signature]
Signature

President
Title

2, 27, 18
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]

BIDDER

President

TITLE

Certificate of Authority

Identification number

46-4494118

(Use this number on all returns and correspondence)



VALIDATED

2/4/2014

Dept of Tax
and Finance

JUDGE FAMILY ENTERPRISES, INC.
85 ORVILLE DR
BOHEMIA NY 11716-2545

s authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable


This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

4020109100098

1DB8 - 0360635 P0000143-01

Photographs - copyright of NYS Empire State Development

DTF-17-A (9/10)

 U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

MOTOR CARRIER IDENTIFICATION REPORT

(Application for U.S. DOT NUMBER)

REASON FOR FILING

(Check Only One)

☐ NEW APPLICATION☒ BIENNIAL UPDATE OR CHANGES☐ OUT OF BUSINESS NOTIFICATION☐ REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER JUDGE FAMILY ENTERPRISES INC				2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME																																																																																													
3. PRINCIPAL ADDRESS 85 ORVILLE DRIVE		4. CITY BOHEMIA		5. STATE/PROVINCE NEW YORK		6. ZIP CODE + 4 11716		7. COLONIA (MEXICO ONLY)																																																																																									
8. MAILING ADDRESS 85 ORVILLE DRIVE		9. CITY BOHEMIA		10. STATE/PROVINCE NEW YORK		11. ZIP CODE+4 11716		12. COLONIA (MEXICO ONLY)																																																																																									
13. PRINCIPAL BUSINESS PHONE NUMBER (631) 244-2556				14. PRINCIPAL CONTACT CELL PHONE NUMBER				15. PRINCIPAL BUSINESS FAX NUMBER (631) 244-2587																																																																																									
16. USDOT NO. 2474236		17. MC OR MX NO.		18. DUN & BRADSTREET NO.		19. IRS/TAX ID NO. EIN# 464494118 SSN#																																																																																											
20. INTERNET E-MAIL ADDRESS ib4752@optimum.net						21. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) YEAR																																																																																											
22. COMPANY OPERATION (Mark all that apply) A. Interstate Carrier B. Intrastate Hazmat Carrier <input checked="" type="checkbox"/> C. Intrastate Non-Hazmat Carrier D. Interstate Hazmat Shipper E. Intrastate Hazmat Shipper F. Vehicle Registrant Only																																																																																																	
23. OPERATION CLASSIFICATION (Circle All that Apply) A. Authorized For-Hire D. Private Passengers (Business) G. U. S. Mail J. Local Government B. Exempt For-Hire E. Private Passengers (Non-Business) H. Federal Government K. Indian Tribe <input checked="" type="checkbox"/> C. Private Property F. Migrant I. State Government L. Other																																																																																																	
24. CARGO CLASSIFICATIONS (Circle All that Apply) A. GENERAL FREIGHT F. LOGS, POLES, BEAMS, LUMBER J. FRESH PRODUCE P. GRAIN, FEED, HAY V. COMMODITIES DRY BULK BB. CONSTRUCTION B. HOUSEHOLD GOODS G. BUILDING MATERIALS K. LIQUIDS/GASES Q. COAL/COKE W. REFRIGERATED FOOD CC. WATER WELL C. METAL SHEETS; COILS; ROLLS H. MOBILE HOMES L. INTERMODAL CONT. R. MEAT X. BEVERAGES <input checked="" type="checkbox"/> DD. OTHER INTERSTATE BATTERIE D. MOTOR VEHICLES I. MACHINERY, LARGE OBJECTS M. PASSENGERS S. GARBAGE, REFUSE, TRASH Y. PAPER PRODUCTS E. DRIVE AWAY/TOWAWAY O. LIVESTOCK T. U.S. MAIL Z. UTILITY AA. FARM SUPPLIES																																																																																																	
25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C-CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE <table border="0" style="width:100%;"> <tr> <td>C S A. DIV 1.1</td> <td>B NB</td> <td>C S K. DIV 2.2A (Ammonia)</td> <td>B NB</td> <td>C S U. DIV 4.2</td> <td>B NB</td> <td>C S EE. HRCQ</td> <td>B NB</td> </tr> <tr> <td>C S B. DIV 1.2</td> <td>B NB</td> <td>C S L. DIV 2.3A</td> <td>B NB</td> <td>C S V. DIV 4.3</td> <td>B NB</td> <td>C S FF. CLASS 8</td> <td>B NB</td> </tr> <tr> <td>C S C. DIV 1.3</td> <td>B NB</td> <td>C S M. DIV 2.3B</td> <td>B NB</td> <td>C S W. DIV 5.1</td> <td>B NB</td> <td>C S GG. CLASS 8A</td> <td>B NB</td> </tr> <tr> <td>C S D. DIV 1.4</td> <td>B NB</td> <td>C S N. DIV 2.3C</td> <td>B NB</td> <td>C S X. DIV 5.2</td> <td>B NB</td> <td>C S HH. CLASS 8B</td> <td>B NB</td> </tr> <tr> <td>C S E. DIV 1.5</td> <td>B NB</td> <td>C S O. DIV 2.3D</td> <td>B NB</td> <td>C S Y. DIV 6.2</td> <td>B NB</td> <td>C S II. CLASS 9</td> <td>B NB</td> </tr> <tr> <td>C S F. DIV 1.6</td> <td>B NB</td> <td>C S P. Class 3</td> <td>B NB</td> <td>C S Z. DIV 6.1A</td> <td>B NB</td> <td>C S JJ. ELEVATED TEMP MAT.</td> <td>B NB</td> </tr> <tr> <td>C S G. DIV 2.1</td> <td>B NB</td> <td>C S Q. Class 3A</td> <td>B NB</td> <td>C S AA. DIV 6.1B</td> <td>B NB</td> <td>C S KK. INFECTIOUS WASTE</td> <td>B NB</td> </tr> <tr> <td>C S H. DIV 2.1 LPG</td> <td>B NB</td> <td>C S R. Class 3B</td> <td>B NB</td> <td>C S BB. DIV 6.1 Poison</td> <td>B NB</td> <td>C S LL. MARINE POLLUTANTS</td> <td>B NB</td> </tr> <tr> <td>C S I. DIV 2.1 (Methane)</td> <td>B NB</td> <td>C S S. COM LIQ</td> <td>B NB</td> <td>C S CC. DIV 6.1 SOLID</td> <td>B NB</td> <td>C S MM. HAZARDOUS SUB(RQ)</td> <td>B NB</td> </tr> <tr> <td>C S J. DIV 2.2</td> <td>B NB</td> <td>C S T. DIV 4.1</td> <td>B NB</td> <td>C S DD. CLASS 7</td> <td>B NB</td> <td>C S NN. HAZARDOUS WASTE</td> <td>B NB</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>C S</td> <td>OO. ORM</td> <td>B NB</td> <td></td> </tr> </table>										C S A. DIV 1.1	B NB	C S K. DIV 2.2A (Ammonia)	B NB	C S U. DIV 4.2	B NB	C S EE. HRCQ	B NB	C S B. DIV 1.2	B NB	C S L. DIV 2.3A	B NB	C S V. DIV 4.3	B NB	C S FF. CLASS 8	B NB	C S C. DIV 1.3	B NB	C S M. DIV 2.3B	B NB	C S W. DIV 5.1	B NB	C S GG. CLASS 8A	B NB	C S D. DIV 1.4	B NB	C S N. DIV 2.3C	B NB	C S X. DIV 5.2	B NB	C S HH. CLASS 8B	B NB	C S E. DIV 1.5	B NB	C S O. DIV 2.3D	B NB	C S Y. DIV 6.2	B NB	C S II. CLASS 9	B NB	C S F. DIV 1.6	B NB	C S P. Class 3	B NB	C S Z. DIV 6.1A	B NB	C S JJ. ELEVATED TEMP MAT.	B NB	C S G. DIV 2.1	B NB	C S Q. Class 3A	B NB	C S AA. DIV 6.1B	B NB	C S KK. INFECTIOUS WASTE	B NB	C S H. DIV 2.1 LPG	B NB	C S R. Class 3B	B NB	C S BB. DIV 6.1 Poison	B NB	C S LL. MARINE POLLUTANTS	B NB	C S I. DIV 2.1 (Methane)	B NB	C S S. COM LIQ	B NB	C S CC. DIV 6.1 SOLID	B NB	C S MM. HAZARDOUS SUB(RQ)	B NB	C S J. DIV 2.2	B NB	C S T. DIV 4.1	B NB	C S DD. CLASS 7	B NB	C S NN. HAZARDOUS WASTE	B NB					C S	OO. ORM	B NB	
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				C S	OO. ORM	B NB																																																																																											

26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.

	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus		Mini-bus	Van		Limousine			
							Number of vehicles carrying number of passengers (including the driver) below								
							1-8	9-15	16+	16+	1-8	9-15	1-8	9-15	16+
OWNED	7														
TERM LEASED															
TRIP LEASED															

27. DRIVER INFORMATION		INTERSTATE	INTRASTATE	TOTAL DRIVERS	TOTAL CDL DRIVERS
Within 100-Mile Radius			4	4	4
Beyond 100-Mile Radius					

28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes _____ No ☒ X
If Yes, enter your U.S. DOT Number. _____

29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)

1. **BRIAN JUDGE, PRESIDENT**

(Please print Name)

2. _____
(Please print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)

I, **BRIAN JUDGE**

(Please print Name)

certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, correct, and complete.

Signature **BRIAN JUDGE**Date **05/24/2016**Title **PRESIDENT**

(Please print)

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Judge Family Enterprises Inc.

Address: 85 Orville Drive

City, State and Zip Code: Bohemia NY 11716

2. Entity's Vendor Identification Number: 46-4494118

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Brian Judge 50 School Street, East Williston NY 11596

Megan Judge 50 School Street, East Williston NY 11596

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Brian Judge 50 School Street, East Williston NY 11596

Megan Judge 50 School Street, East Williston NY 11596

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 1-16-2018

Signed: 

Print Name: Brian Judge

Title: President.

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  State Farm	James J. Winter State Farm Agency 3400 Veterans Memorial Highway Bohemia, NY 11716	CONTACT NAME: James J. Winter	
		PHONE (A/C No., Ext.): 631-981-1000	FAX (A/C No.): 631-648-9511
		E-MAIL ADDRESS: Kathryn@jamesjwinter.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: State Farm Mutual Automobile Insurance Company	25178
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Judge Family Enterprises Inc.
85 Orville Drive
Bohemia, New York 11716

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

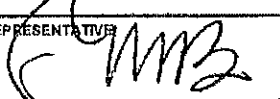
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/ AGG \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			208 2138-E01-32 32-2275	05/01/2017 02/12/2018	05/01/2018 02/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER ALSO LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Office Of Purchasing One West Street Mineola, New York 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
----------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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BMSBA-1

OP ID: LB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bagatta Associates, Inc. 823 W Jericho Turnpike Ste 1A Smithtown, NY 11787 Bagatta Associates, Inc.		631-864-1111		CONTACT NAME: Bagatta Associates, Inc.	
				PHONE (A/C, No, Ext): 631-864-1111	FAX (A/C, No): 631-864-8274
				E-MAIL ADDRESS:	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Nationwide Insurance Co.	
				NAIC # 25453	
				INSURER B:	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I,TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ACP3036626081	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACP3036626081	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Section			ACP3036626081	05/01/2017	05/01/2018	PROPERTY 1,089,700

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County Office of Purchasing named as additional insured

CERTIFICATE HOLDER

NASSACO

Nassau County Office
of Purchasing
One West Street
Mineola, NY 11501

CANCELLATION


SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TITLE: AUTOMOTIVE & MARINE BATTERIES

PUBLIC BID OFFICER

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 06012-12136-162
	COUNTY OF NASSAU		Dated: 12/1/16
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PM		BID OPENING DATE 12/13/16 11:00 A.M. E.S.T.
BUYER Anette Sullivan		TELEPHONE 516 571 6103	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE Automotive and Marine Batteries

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 2 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO: Address info goes here Various	GUARANTEED DELIVERY DATE <u>5</u> DAYS AFTER RECEIPT OF ORDER
EMPLOYERS FEDERAL TAX ID NUMBER <u>46 4494118</u>	

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER <u>Judge Family Enterprises Inc.</u>			
ADDRESS <u>85 Orville Drive</u>			
CITY <u>Bohemia</u>	STATE <u>NY</u>	ZIP CODE <u>11716</u>	TELEPHONE <u>631 244 2586</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>Brian Judge</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>Brian Judge President</u>	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fedor-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

BPOC 17000004 H1217 AS

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expenses.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. **Awards** will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchases from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
 - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
 - (d) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Nassau and the State of New York.
 - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
 - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
 - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
 - (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: Judge Family Enterprises Inc.

Address: 85 Orville Drive, Bohemia NY 11716

Telephone No: 631-244-2556 Fax No: 631 244 2587

1. State Whether: A Corporation S corp.
Individual _____
Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]
BIDDER

President.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

QUALIFICATION STATEMENT

BIDDER'S NAME:

Judge Family Enterprises Inc.ADDRESS: 85 Orville Drive, Bohemia NY 117161. STATE WHETHER: CORPORATION ☒ INDIVIDUAL _____ PARTNERSHIP _____2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENTBrian Judge, 50 School St. East Williston NY 11596

VICE PRESIDENT

Megan Judge, 50 School St. East Williston NY 11596

SECRETARY

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? NO
IF SO WHEN?4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 35. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
IF SO, WHERE AND WHY?6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? None

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

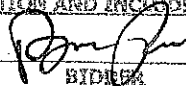
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Brian Judge	President	21	Patent Distributor	owner (NYC office)

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

I have read through the bid and determined what batteries Nassau County needs to insure my company can deliver.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE



BIDDER

President

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Doug Ratner. Sales Manager.

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME:

BROOKHAVEN NATIONAL LAB

ADDRESS:

Receiving UPTON NY 11973

TELEPHONE: 631-344-7945 CONTACT PERSON JIM ABBOTT

CONTRACT DATE:

5/27/10

2. REFERENCE'S NAME:

MARS AUTO PARTS

ADDRESS:

108 E. MAIN ST Bayshore NY 11706

TELEPHONE: 631-665-0890 CONTACT PERSON ALAN SOBEL

CONTRACT DATE:

7/2/2003

3. REFERENCE'S NAME:

DEPT. OF TRANSPORTATION, State of NY.

ADDRESS:

375 CARLETON Ave. CENTRAL ISLEIP NY 11772

TELEPHONE: 631-231-0293 CONTACT PERSON SHEIKH TOWHIDUZZAMAN

CONTRACT DATE:

2/12/12

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Douglas Ratner
BIDDER

President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

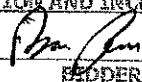
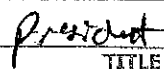
FORMAL SEALED BID PROPOSAL

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE


BIDDER
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

Appendix EEEQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

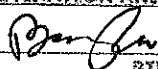
The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE



BIDDER

President

TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

FORMAL SEALED BID PROPOSAL

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand

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dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

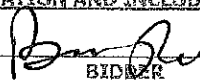
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

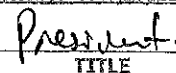
As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response must include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder - prospective vendor - utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal must also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Judge Family Enterprises Inc.
 Address: 85 Orville Drive
 City, State and Zip Code: Bohemia NY 11716
2. Entity's Vendor Identification Number: _____
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp _____ Other (specify) _____
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Brian Judge
Megan Judge

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Brian Judge
Megan Judge

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 12-8-16

Signed:

Print Name:

Brian Judge

Brian Judge

Title:

President

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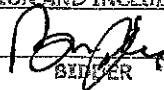
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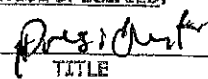
The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

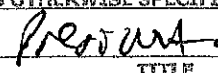
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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

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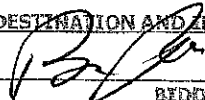
Page 3 of 4

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 12-8-16Signed: Print Name: Brian JudgeTitle: President

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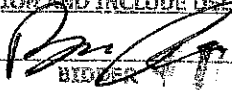
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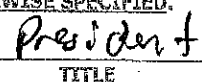
Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 12-8-16

1) Proposer's Legal Name: Judge Family Enterprises Inc.

2) Address of Place of Business: 85 Orville Drive, Bohemia NY 11716

List all other business addresses used within last five years:

None

3) Mailing Address (if different): Same

Phone: 631-244-2556

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 46 4494118

6) The proposer is a (check one): _____ Sole Proprietorship _____ Partnership ☒ Corporation _____ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes _____ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes _____ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes _____ No ☒ If Yes, provide details: _____

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- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ☒ If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? **NO**

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Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. no conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. no conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. no conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. no conflicts exist

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

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BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; 12-20-2013
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Brian Judge, Megan Judge V.P.
- iii) Name, address and position of all officers and directors of the company; 50 School St
East Williston NY 11596
- iv) State of incorporation (if applicable); NY
- v) The number of employees in the firm; 13
- vi) Annual revenue of firm; 9 mil.
- vii) Summary of relevant accomplishments we are the Independent Distributor for Interstate Batteries. I bought the operation 3 years ago
- viii) Copies of all state and local licenses and permits. and have grown the company substantially.

B. Indicate number of years in business. 3

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. We are the supplier of aftermarket Batteries for Toyota, Nissan, Honda, Mercedes, and VW for the last 10+ years.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company millenium Honda

Contact Person Wendell Green

Address 286 N. Franklin St.

City/State Hempstead NY 11550

Telephone 888-257-3506 or 516-481-2677

Fax # _____

E-Mail Address _____

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

Company See - Neville Auto + TRUCKContact Person Darrell or PaulAddress 37 Denton AveCity/State New Hyde Park NY 11040Telephone 516-673-4402

Fax # _____

E-Mail Address _____

Company East Hills CHRYSLERContact Person MarkAddress 2300 Northern BlvdCity/State Greenville NY 11548Telephone 516-621-9191

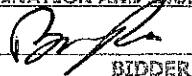
Fax # _____

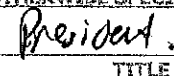
E-Mail Address _____

I spoke to
Paul
Neville Auto
+
Anthony Tingo
at East Hills
all good

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

CERTIFICATION

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I, Brian M. Judge, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9th day of December 2016

Catherine M. Gray
Notary Public

CATHERINE M. GRAY
Notary Public, State of New York
No. 02GR6105867
Qualified in Nassau County
Commission Expires 2 / 23 / 2020

Name of submitting business: Judge Family Enterprises Inc.

By: Brian Judge
Print name
[Signature]
Signature
Pres. J.F.E.
Title

12 / 9 / 16
Date

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[Signature]
BIDDER

[Signature]
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

- Principal Name Brian Judge
Date of birth 04 / 13 / 73
Home address 50 School St
City/state/zip East Williston NY 11596
Business address 85 Orville Drive
City/state/zip Babewas NY 11716
Telephone 516 616 6265
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
- Positions held in submitting business and starting date of each (check all applicable)
President 12 / 20 / 13 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
- Do you have an equity interest in the business submitting the questionnaire?
YES X NO _____ If Yes, provide details. 50% owner
- Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES _____ NO X If Yes, provide details. _____
- Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO _____; If Yes, provide details.
BMS Battery Inc. - owner Vander Judge Battery Inc. co-owner
- Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES _____ NO X If Yes, provide details. _____

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B. Judge
BIDDER

President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

PRINCIPAL QUESTIONNAIRE FORM

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- Principal Name Megan Judge
 Date of birth 06/26/73
 Home address 50 School St East Williston NY
 City/state/zip East Williston NY 11596
 Business address 85 Orville Drive
 City/state/zip Bohemia NY 11716
 Telephone 516-616-6265
 Other present address(es) _____
 City/state/zip _____
 Telephone _____
 List of other addresses and telephone numbers attached _____
- Positions held in submitting business and starting date of each (check all applicable)
 President ____/____/____ Treasurer ____/____/____
 Chairman of Board ____/____/____ Shareholder ____/____/____
 Chief Exec. Officer ____/____/____ Secretary ____/____/____
 Chief Financial Officer ____/____/____ Partner ____/____/____
 Vice President 12/20/2013 ____/____/____
 (Other) _____
- Do you have an equity interest in the business submitting the questionnaire?
 YES X NO ____ If Yes, provide details. 50% owner.
- Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
 YES ____ NO X If Yes, provide details.
- Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____; If Yes, provide details.
Vander Judge Patten, Inc. Co-owner.
- Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X If Yes, provide details.

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- Been debarred by any government agency from entering into contracts with that agency?
YES _____ NO ☒ If Yes, provide details for each such instance.
 - Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO ☒ If Yes, provide details for each such instance.
 - Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO ☒ If Yes, provide details for each such instance.
 - Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) **NO**
- Is there any felony charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - Is there any misdemeanor charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - Is there any administrative charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO ☒ If Yes, provide details for each such conviction.
 - In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES _____ NO ☒ If Yes, provide details for each such conviction.
 - In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES _____ NO ☒ If Yes, provide details for each such occurrence.

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B. B. B.
BIDDER

James
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

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I, Brian M. Judge, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9th day of December 2016

Catherine M. Gray
Notary Public

CATHERINE M. GRAY
Notary Public, State of New York
No. 02GR6105867
Qualified in Nassau County
Commission Expires 2/23/2020

Judge Family Enterprises Inc
Name of submitting business

Brian Judge
Print name

[Signature]
Signature
President
Title

12 / 9 / 16
Date

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[Signature]
BIDDER

President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

SCOPE: It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing **Automotive & Marine Batteries**

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 5 Days A/R/O.

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

*****VENDOR CLAIM CERTIFICATION*****

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

Brian Judge 12-8-16
 CLAIMANT NAME DATE
[Signature] President
 BY (SIGNATURE) TITLE

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID*

Vendors may download claim form NIFS560 at the following URL:

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[Signature]
BIDDER

President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

TOTAL CONSUMPTION: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PARTICIPATION BY POLITICAL SUBDIVISIONS: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

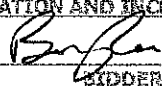
PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

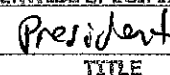
ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation in specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

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BIDDER


TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY
PERIOD: _____

1 year.

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

None

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

FIRM PRICES: Prices will be firm for a period of 90 days from the issuance of the Blanket Order and no changes will be allowed. If prices are increased or decreased by the manufacturer after 30 days, the vendor may apply to the Director of Purchasing for permission to increase his prices. The request will be considered only if accompanied by documentary evidence of the necessity for increased prices. If the Director of Purchasing accepts the request, the Blanket Order will be amended accordingly.

However, if the Director of Purchasing does not consider the new prices as fair and reasonable in the County's interest, the Blanket Order may be cancelled after 30 days written notice, and vendor agrees to fill all outstanding orders placed prior to cancellation. When prices to the trade are decreased, the prices of applicable items in the Blanket Order shall be decreased accordingly. It shall be incumbent on the vendor to notify the Director of Purchasing of such decreases immediately after it becomes effective.

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[Signature]
BIDDER

President
TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

FORMAL SEALED BID PROPOSAL

APPROXIMATE QUANTITIES: The estimated usage quantities or estimated annual dollar value, when indicated, are merely estimated quantities based on experience and are given for information purposes only. The County will not be compelled to order the total estimated amount of any item; but the quantity to be ordered will be such as may be actually required by the respective County Departments during the period specified. Additional quantities of any items or quantity specified therein may be ordered during the period of the Blanket Order at the prices indicated.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.


NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

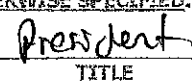
BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE


BIDDER


TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 8th day of December, 20 16 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

Judge Family Enterprises Inc.

Address: 85

Street: Orville Drive

City, Town, etc: Bohemia NY 11716

Telephone: 631 244 2556 Title: _____

If applicable, responsible Corporate Officer

Name Brian Judge Title President

Signature:   Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:


As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

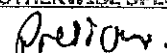
Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE


BIDDER


TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 72130620**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

FORMAL SEALED BID PROPOSAL

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

MINIMUM ORDERS: There will be many County Agencies ordering from Blanket Orders. Therefore, **NO MINIMUMS SHALL BE APPLIED TO THIS BID.**

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of Insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of Insurance may be required prior to Notice of Award or issuance of a Purchase Order.

MANUFACTURER'S CERTIFICATE

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]
BIDDER

[Signature]
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

Interstate Batteries

12770 Merit Drive

Dallas TX 75251

Interstate Batteries

Manufacturer

[Signature]

Signature

Title

President

FURTHERMORE:

That we authorize

Judge Family Enterprises Inc.

85 Orville Drive, Babylon NY 11716

(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

Interstate Batteries

Manufacturer

[Signature]

Signature

Title

Distributor

Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

PRICE LIST AND CATALOG SERVICE: The successful bidder shall furnish, upon request, price lists and catalogs to agencies authorized to use the Blanket Order which may be awarded under this bid. Photocopies will be accepted in lieu of originals. Two (2) copies of the current price list/catalog must be sent to the Nassau County Office of Purchasing. Failure to keep the Nassau County Office of Purchasing advised of price list/catalog changes may delay the processing of payments.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]
BIDDER

[Signature]

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

MINIMUM ORDERS: There will be many County Agencies ordering from Blanket Orders. Therefore, **NO MINIMUMS 06012-12136-162 SHALL BE APPLIED TO THIS BID.**

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and Inter-member without modification with the equipment and systems indicated.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at

<https://eproc.nassaucountyny.gov/SupplierRegister>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE


BYDDER


TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

SPECIFICATIONS

Item # 1 AUTOMOTIVE AND MARINE BATTERIE(exide) (Includes entire line)
MANUFACTURER Interstate
Name Of PRICE LIST _____
PRICE LIST NUMBER 04-2016-L
DATE OF PRICE LIST 04.2016
APPLICABLE PRICE COLUMN: Exchange Stock #

QUANTITY BREAKPOINTS AND PERCENT OF DISCOUNT

QTY %DISC.

A)	<u>Any</u>	%	<u>20</u>
B)	_____	%	_____
C)	_____	%	_____
D)	_____	%	_____
E)	_____	%	_____
F)	_____	%	_____

Item # 2

Marine Starting Batteries Group 24, 12 Volt 800 CCA, 1000 MCA

71.96 each

Item # 3

Marine Battery Group 8D, 12 Volt, 1500 CCA, 1800 MCA

154.36 each

Item # 4

Optima Blue Top AGM Batteries Model 34M, 12 Volt

163.43 each

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

B. J. [Signature]
BIDDER

President
TITLE

**A-32-18****Staff Summary**

Subject: Groceries (S/B # 39386-02158-002)

Department
Office of Purchasing

Department Head Name
Melissa Gallucci

Department Head Signature
[Signature]

Date
March 12, 2018

Vendor Name
H. Schrier & Co., Inc.

Contract Number
A-32-2018

Contract Manager Name
Linda A. Mills, Food Inspector II

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
	Budget	03/27/2018	County Atty.
	Deputy C.E.	3/29/18	County Exec.

Narrative

Purpose: To authorize and award a blanket purchase order for Groceries for the Nassau County Correctional Center.

Discussion: This bid was advertised in Newsday and posted to the Nassau County Website Bid Solicitation Board where twelve (12) vendors viewed the bid, none of which are minority, women or veteran owned. Minority Affairs was given a copy of the bid. Four (4) vendors submitted bids, none of whom are located in Nassau County.

H. Schrier & Co., Inc. located in Brooklyn, New York, submitted bids for two hundred eight (208) items and it is recommended that H. Schrier & Co., Inc. be awarded a contract for ninety (90) of those items. When these items are calculated by unit of measure, such as pounds, ounces or grams, H. Schrier & Co., Inc., is the lowest cost responsible bidder for each of those ninety (90) items. The remaining items are being awarded to the lowest cost responsible bidders for those items.

Past Procurement History: Historically, H. Schrier & Co., Inc. has held food requirement contracts with Nassau County with satisfactory performance.

Impact on Funding: Estimated cost for this six (6) month contract is One Hundred Three Thousand One Hundred Forty-Six Dollars and Twenty-Three Cents (\$103,146.23) from General Funds.

Recommendation: Office of Purchasing recommends awarding this contract to H. Schrier & Co., Inc. as the lowest responsible bidder meeting specifications.

[Signature] 3/27/18

2018 MAR 30 P 12:48

RECEIVED
NASSAU COUNTY
OFFICE OF PURCHASING

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-32-2018

FROM: MELISSA GALLUCCI, COMMISSIONER SHARED SERVICES

DATE: MARCH 16, 2018

SUBJECT: RESOLUTION-NASSAU COUNTY CORRECTIONAL CENTER

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE ESTIMATED AMOUNT FOR SIX (6) MONTHS OF ONE HUNDRED THREE THOUSAND ONE HUNDRED FORTY-SIX DOLLARS AND TWENTY-THREE CENTS (\$103,146.23) ON BEHALF OF NASSAU COUNTY CORRECTIONAL CENTER TO H. SCHRIER & CO., INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE GROCERIES FOR NASSAU COUNTY CORRECTIONAL CENTER..

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.



MICHAEL SCHLENOFF
ACTING DIRECTOR OF PURCHASING

MS: br

ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM



A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY CORRECTIONAL CENTER AND H. SCHRIER & CO., INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #39386-02158-002 for Groceries for Nassau County Correctional Center as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, H. SCHRIER & CO., INC. submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing,

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Blanket Purchase Order with H. SCHRIER & CO., INC.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

WE HAVE MADE NO CONTRIBUTIONS TO ANY
NASSAU COUNTY ELECTED OFFICIALS, CANDIDATES NOR
CAMPAIGN COMMITTEES

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 3/21/18

Vendor: H. Schriener Co., Inc

Signed: Jonathan Liberto

Print Name: JONATHAN LIBERTO

Title: SGC/TRES

3

STATEMENT

BIDDER'S NAME: H. Schrier & Co. Inc.
4901 Glenwood Road
ADDRESS: Brooklyn, NY 11234
P: 718.258.7550 - F: 718.258.9586

1. STATE WHETHER: CORPORATION ☒ INDIVIDUAL ☐ PARTNERSHIP ☐

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT David Libertoff - 1886 Mott Hometown Rd - Mott Hometown NY 11791
VICE PRESIDENT _____

SECRETARY Jonathan Libertoff 245 Brookville Rd, Brookville NY 11545
TREASURER ↓ ↓

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
IF SO WHEN? Last month.

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 30+

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Frozen Dairy /
Produce / non-foods.

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<u>Dan Wallis</u>	<u>Sen. Buyer</u>	<u>41+</u>		

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

David Libertoff
BIDDER

Pres.
TITLE

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Dan Wallis

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE: _____

2. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE: _____

3. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE: _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Dan Wallis
BIDDER

Pres
TITLE

H. Schrier & Co., INC.

Food Service Distributor

REFERENCES

Suffolk County – Yaphank ,NY

631.852.5220

Jeanette Hickey

Oceanside School District – Oceanside NY

516.678.7548

Jane Blackburn

Jericho School District – Jericho NY

516.203.3600

Tracy Gillet

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE


BIDDER

Pres.
TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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 committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

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**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
39386-02158-002**

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: H. Schrier & Co. Inc.
Address: 4901 Glenwood Road
Brooklyn, NY 11234
City, State and Zip Code: P: 718.258.7550 - F: 718.258.9586

2. Entity's Vendor Identification Number: 112854301

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Attached

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

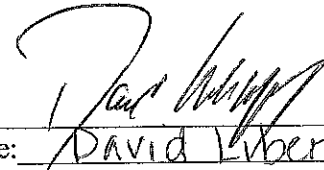
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2/1/18

Signed:

Print Name:

Title:



DAVID LIBERTOFF

President

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The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

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VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: _____

2/1/18

Signed: _____

Print Name: _____

Title: _____



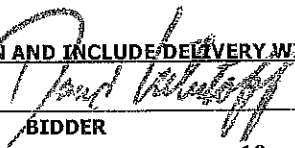
David Liberto

President

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The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 1-29-18

1) Proposer's Legal Name: H. Schrier & Co. Inc.
4901 Glenwood Road

2) Address of Place of Business: Brooklyn, NY 11234
P: 718.258.7550 - F: 718.258.9586

List all other business addresses used within last five years: None

3) Mailing Address (if different): _____

Phone: 718.258.7550

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 15-999-8632

5) Federal I.D. Number: 112854301

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other
(Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details: _____

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- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ☒ If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ___ No ☒ If Yes, provide details for each such conviction. _____

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e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ☒ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ☒; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. Attached

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

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- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company See Page 5

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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Company See pg 5
Contact Person _____
Address _____
City/State _____
Telephone _____
Fax # _____
E-Mail Address _____

Company See page 5
Contact Person _____
Address _____
City/State _____
Telephone _____
Fax # _____
E-Mail Address _____

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TITLE

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, David Libertoff, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of Feb 2018

Gary Rubin
Notary Public
GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

Name of submitting business: _____
H. Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234

By: David Libertoff
Print name
[Signature]
Signature
President
Title

2.1.18
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

David Libertoff
BIDDER

Pres.
TITLE

Instructions for pages 13 -30

- 1) Business history and principal questionnaire Forms
- 2) Consultant's Contractor's and Vendor's Disclosure Form
- 3) Lobbyist Registration and Disclosure Form

These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

Regarding the Business History Form (page 23), if no conflict exists write in "no conflict exists" in section (a) (i-iii) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the situation, 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding, billing, payment or any other function with the county.

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Pres.
TITLE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name David Libertoff
Date of birth 11 / 16 / 1974
Home address 1886 Muttontown Road
City/state/zip Muttontown, NY 11791
Business address 4901 Glenwood Road
City/state/zip Brooklyn, NY 11234
Telephone 718.258.7550
Other present address(es) None
City/state/zip None
Telephone None

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President 1 / 1 / 2000 Treasurer 1 / 1 / 2002
Chairman of Board NA Shareholder 6 / 1 / 2001
Chief Exec. Officer NA Secretary NA
Chief Financial Officer NA Partner NA
Vice President NA
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details. 35% Ownership

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

owns 6.67% of lease to the corporation for warehouse and office space

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details.

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TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO ☒ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES _____ NO ☒ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES _____ NO ☒ If Yes, provide details for each such occurrence.

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BIDDER

TITLE

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

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BIDDER

President
TITLE

CERTIFICATION

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I, David Libertoff, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of Feb 2018


Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H. Schrier & Co., Inc.

Name of submitting business

David Libertoff

Print name


Signature

President

Title

2.1.18
Date

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BIDDER

Pres.
TITLE

PRINCIPAL QUESTIONNAIRE FORM

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COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jonathan Libertoff
Date of birth 11 / 11 / 1975
Home address 245 Brookville Road
City/state/zip Brookville, NY 11545 @
Business address 4901 Glenwood Road
City/state/zip Brooklyn, NY 11234
Telephone 718.258.7550
Other present address(es) None
City/state/zip None
Telephone None
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer 1 / 1 / 2003
Chairman of Board / NA / Shareholder 6 / 1 / 2001
Chief Exec. Officer / NA / Secretary 1 / 1 / 2000
Chief Financial Officer / NA / Partner / NA /
Vice President NA / / / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. 35% Ownership
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. owns 6.67% of lease to the corporation for warehouse and office space
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details.

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27

TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES _____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
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 - b) Is there any misdemeanor charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO ☒ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES _____ NO ☒ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES _____ NO ☒ If Yes, provide details for each such occurrence.

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BIDDER

TITLE

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
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11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
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BIDDER

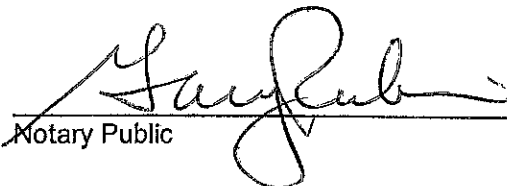
TITLE

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jonathan Libetoff, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6 day of Feb 2018


Notary Public

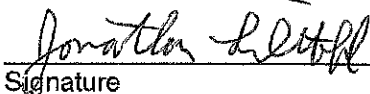
GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/08/2018

H. Schrier & Co., Inc.

Name of submitting business

Jonathan Libetoff

Print name


Signature

Secretary/Treasurer

Title

2, 6, 2018
Date

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BIDDER

Pres.
TITLE

PRINCIPAL QUESTIONNAIRE FORM

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COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Barri Leff
Date of birth 5 / 19 / 1971
Home address 3 Hillview Ct.
City/state/zip Armonk, NY 10504
Business address 4901 Glenwood Road
City/state/zip Brooklyn, NY 11234
Telephone 718.258.7550
Other present address(es) None
City/state/zip None
Telephone None

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President / / Treasurer / NA /
Chairman of Board / NA / Shareholder 6 / 1 / 2001
Chief Exec. Officer / NA / Secretary / NA /
Chief Financial Officer / NA / Partner / NA /
Vice President / NA /
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. 10% Ownership

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. OWNS 6.67% of lease to the corporation for warehouse and office space

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details.

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Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.

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28

TITLE

CERTIFICATION

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I, Barri Leff, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6 day of Feb 2018

Gary Rubin
Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H. Schrier & Co., Inc.

Name of submitting business

Barri Leff

Print name

Signature

N/A

Title

Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Randi Katsky
BIDDER

President
TITLE

PRINCIPAL QUESTIONNAIRE FORM

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COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jaime Libertoff
Date of birth 9 / 30 / 1978
Home address 515 E. 72nd Street
City/state/zip New York, NY 10021
Business address 4901 Glenwood Road
City/state/zip Brooklyn, NY 11234
Telephone 718.258.7550
Other present address(es) None
City/state/zip None
Telephone None
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / NA /
Chairman of Board / NA / Shareholder 6 / 1 / 2001
Chief Exec. Officer / NA / Secretary / NA /
Chief Financial Officer / NA / Partner / NA /
Vice President / NA /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. 10% Ownership
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. OWH 6.67% of lease to the corporation for warehouse and office space
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6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details.

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BIDDER SIGN HERE

Jaime Libertoff
BIDDER

Pres.
TITLE

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- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO ☒ If Yes, provide details for each such instance.
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 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.

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BIDDER

TITLE

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

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BIDDER



TITLE

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jaime Libertoff, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6 day of Feb 2018


Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H. Schrier & Co., Inc.

Name of submitting business

Jaime Libertoff

Print name



Signature

N/A

Title

2, 06, 2018

Date

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BIDDER

Pres.
TITLE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Dana Roseman
Date of birth 1 / 3 / 1977
Home address 62 Palmer Avenue
City/state/zip Scarsdale, NY 10583
Business address 4901 Glenwood Road
City/state/zip Brooklyn, NY 11234
Telephone 718.258.7550
Other present address(es) None
City/state/zip None
Telephone None
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / NA /
Chairman of Board / NA / Shareholder 6 / 1 / 2001
Chief Exec. Officer / NA / Secretary / NA /
Chief Financial Officer / NA / Partner / NA /
Vice President / NA /
(Other) _____
3. Do you ☒ have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. 10% Ownership
4. Are there ☒ any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. owns 6.67% of lease to the corporation for warehouse and office space
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details.

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BIDDER SIGN HERE

Dana Roseman
BIDDER

Pres:
TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.

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BIDDER

28

TITLE

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

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BIDDER

TITLE

CERTIFICATION

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I, Dana Roseman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6 day of Feb 2018

Gary Rubin
Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H. Schrier & Co., Inc.

Name of submitting business

Dana Roseman

Print name

Dana Roseman

Signature

N/A

Title

2, 06, 2018
Date

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David Belutsky
BIDDER

Pres.
TITLE

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders for a six (6) month period beginning May 1, 2018, through October 31, 2018.

The County shall issue a Blanket Purchase Order to the successful bidders for deliveries in accordance with telephone orders against the Purchase Order numbers.

PERIOD COVERED: Shall be for one (1) six (6) month term from date of issuance, and may be extended by mutual agreement for an additional six (6) month period with all the same terms, prices and conditions.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

Estimates Total Dollar Value: Six Months; \$200,000.00

The estimates usage (6) six month figures are the result of research on every item as to their usage during a past six (6) six month period and/or their anticipated usage during the next six (6) month period.

TOTAL CONSUMPTION: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

MINIMUM ORDERS: There will be many County Agencies ordering from Blanket Orders. Therefore, **NO MINIMUMS SHALL BE APPLIED TO THIS BID.**

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

Inside delivery is required on all deliveries. No delivery will be accepted at any Nassau County Agency after 2:00 P.M.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

BID OPENING: At Bid Opening, only bidders names will be read; unit prices will not be read, but will be available when bid summary sheet is prepared.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. **MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.**

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

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INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

SAMPLES: Samples, when required, must be submitted strictly in accordance with instructions **otherwise the bid may not be considered**. If samples are requested subsequent to bid opening, they shall delivered within five (5) business days of the request for the bid to be considered. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the bidder desires their return, also specifying the address to which they are to be returned, provided they have not been used or made useless by testing. Award samples may be held for comparison with deliveries. Samples will be returned at bidders' request and expense.

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BIDDER


TITLE

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this _____ day of _____, 20_____ as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

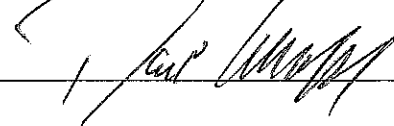

Address: **H.Schrier & Co. Inc.**
4901 Glenwood Road
Brooklyn, NY 11234
Street: **P:718.258.7550 - F:718.258.9586**

City, Town, etc:

Telephone: _____ Title: President

If applicable, responsible Corporate Officer

Name David Libertoff Title President

Signature:  

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

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Pres.
TITLE

Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.

Further details about the registration process may be found at

<https://eproc.nassaucountyny.gov/SupplierRegister>

NAMES ONLY AT BID OPENING: At the bid opening, ONLY the bidder's names will be read. Unit prices will NOT be read, but will be available when bid summary sheet is prepared.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and

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TITLE

attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

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BIDDER

TITLE

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

*****VENDOR CLAIM CERTIFICATION*****

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME	DATE
BY (SIGNATURE)	TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

APPROXIMATE QUANTITIES: The estimated usage quantities or estimated annual dollar value, when indicated, are merely estimated quantities based on experience and are given for information purposes only. The County will not be compelled to order the total estimated amount of any item; but the quantity to be ordered will be such as may be actually required by the respective County Department s during the period specified. Additional quantities of any items or quantity specified therein may be ordered during the period of the Blanket Order at the prices indicated.

Products must not be glass-packed.

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**VENDOR NOTE: PRODUCTS WILL NOT BE ACCEPTED IF THEY ARE
PACKAGED IN GLASS**

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
1)	80	Cs.	393-74-670-200: TUNA FISH, LIGHT MEAT, CHUNCK, IN BRINE OR VEGETABLE BROTH, 6/66-1/2 OZ. CANS/CS "NIFDA" "NUGGET" OR EQUAL	\$ <u>36.50</u>
2)	2	CS	393-65-000-000: MILK, POWDERED, WHOLE, INSTANT, 6/5#/CASE	\$ <u>/</u>
3)	10	CS	393-64-100-000: MILK, EVAPORATED, 6/10 CANS/CASE	\$ <u>49.98</u>
4)	100	CS	393-48-740-000: CHEESE SAUCE, "NUGGET" OR EQUAL, 6/#10 CANS/CASE	\$ <u>26.75</u>
5)	100	CS	393-54-730-000: PEACH HALVES, LIGHT SYRUP, 6/#10 CANS/CASE "DEL-MONTE" "DAPHNE" OR EQUAL	\$ <u>24.16</u>
6)	250	CS	393-54-750-000: PEAR HALVES, BARTLETT, LIGHT SYRUP, US #1, 6/#10 CANS/CASE	\$ <u>22.89</u>
7)	250	CS	393-54-780-000: PINEAPPLE CHUNKS, US FANCY, 6/#10 CANS/CASE, NATURAL JUICE "DOLE" "DEL-MONTE" OR EQUAL	\$ <u>22.70</u>

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TITLE

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
8)	6	CS	393-54-200-100: APPLESAUCE, "MOTTS ORIGINAL 6/#10 CANS/CASE	\$ <u>19.95</u>
9)	15	CS	393-86-000-010: CABBAGE, RED, 6/310 CANS/CASE	\$ <u>26.85</u>
10)	300	CS	393-86-500-010: THREE BEAN SALAD, 6/10/CASE	\$ <u>24.34</u>
11)	50	CS	393-86-000-020: GARBANZO BEANS, (CHIC PEAS)	\$ <u>16.75</u>
12)	400	CS	393-86-200-000: BEETS SLICED MED. STD. 6/#10 CANS/CASE, GRADE A	\$ <u>16.80</u>
13)	10	CS	393-86-140-000: BEANS, GREEN, SNAP, ROUND, SIZE 4, US #1 6/#10 CANS/CASE	\$ <u>15.95</u>
14)	20	CS	393-86-000-030: BEANS, CANNED WHITE, IN TOMATO SAUCE, VEGETARIAN, 6/#10/CANS/CS	\$ <u>16.25</u>
15)	10	CS	393-86-190-000: BEANS, SNAP, WAX, ROUND, SIZE 4 OR 5 US #1, 6/#10CANS/CASE	\$ <u>17.40</u>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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TITLE

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
16)	300	CS	393-86-150-000: KIDNEY BEANS, 6/#10 CANS/CASE	\$ <u>16.98</u>
17)	10	CS	393-86-150-100: REFRIED BEANS, 6/#10 CANS/CASE	\$ <u>32.44</u>
18)	10	CS	393-86-620-000: PIMENTOS, WHOLE, 24/14 OZ/CASE	\$ <u>22.50</u>
19)	10	BAGS	393-87-310-000: NAVY BEANS, DRIED, 25 POUND BAGS ONLY	\$ <u>15.88</u>
20)	20	CS	393-86-590-000: PEAS, SWEET, SIZE 3-6 6/#10 CANS/CASE	\$ <u>17.88</u>
21)	12	BAGS	393-87-520-000: PEAS, GREEN, SPLIT, DRIED 25 POUND BAGS ONLY	\$ <u>13.25</u>
22)	12	BAGS	393-87-520-100: BLACK EYE PEAS, US FANCY, 25 POUND BAGS ONLY	\$ <u>23.-</u>
23)	50	CS	393-87-550-000: POTATOES, INSTANT, GRANULES, NO MILK, 6/#10 CANS/CASE	\$ <u>33.88</u>
24)	80	CS	393-86-650-000: POTATOES, WHOLE, SWEET, GOLDEN, IN SYRUP, 6/#10 CANS	\$ <u>19.92</u>
25)	20	CS	393-86-660-000: POTATOES, WHITE, WHOLE, 6/#10 CANS/CASE	\$ <u>21.90</u>
26)	10	CS	393-86-520-000: MUSHROOMS, STEMS & PIECES, 6/#10 CANS/CASE	\$ <u>25.98</u>

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TITLE

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
27)	10	CS	393-86-220-000: CARROTS, SLICES, US FANCY, 6/ #10 CANS/CASE	\$ <u>16.50</u>
28)	50	CS	393-86-820-000: TOMATO PASTE, ITALIAN, 6/10	\$ <u>22.14</u>
29)	40	CS	393-86-821-000: TOMATO PUREE, 6/#10 CANS/CASE	\$ <u>15.80</u>
30)	5	CS	393-86-810-000: TOMATOES, US #1 (EXTRA STANDARD) 6/ #10 CANS/CASE	\$ <u>15.70</u>
31)	50	CS	393-86-811-000: TOMATOES, CRUSHED, US #1 (EXTRA STANDARD) 6/#10/CANS/CASE	\$ <u>13.50</u>
32)	100	CS	393-86-811-200: TOMATOES, GROUND, 7-11 ONLY 6 #10 CANS/CASE/STANISLAUS	\$ <u>22.40</u>
33)	50	CS	393-86-811-300: TOMATOES, PLUM, ALTA CUCINA, 6/#10 CANS/CASE, STANILAUS ONLY	\$ <u>23.58</u>
34)	40	CS	393-86-811-400: SAPORITA, (STRIPS OF TOMATOES) 6 #10/CANS/CASE STANILAUS ONLY	\$ <u>/</u>
35)	10	CS	393-48-310-000: TOMATO CATSUP, US FANCY, 6 #10/CANS/CASE	\$ <u>16.41</u>
36)	75	CS	393-86-730-000: SAUERKRAUT, SHREDDED, US FANCY, 6/#10 CANS/CASE	\$ <u>19.98</u>
37)	10	CS	393-86-240-000: CORN, YELLOW WHOLE KERNEL, US #1, EXTRA STANDARD, 6/#10 CANS/CASE	\$ <u>16.98</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
38)	5	BAGS	393-87-311-000: LENTILS, DRIED, FANCY 25 POUND BAGS ONLY	\$ <u>18.75</u>
39)	5	BAGS	393-87-312-000: BARLEY, PEARL, 25 POUND BAGS	\$ <u>12.58</u>
40)	250	BAGS	393-87-311-100: PINTO BEANS, FANCY, 25 POUND BAGS ONLY	\$ <u>13.25</u>
41)	5	BAGS	393-87-311-200: BLACK BEANS, FANCY 25 POUND BAGS ONLY	\$ <u>19.50</u>
42)	5	CS	393-86-380-000: HOMINY GRITS, 12/24 OZ/CS	\$ <u>15.09</u>
43)	12	CS	393-60-130-000: APPLE JUICE 12/46 OZ/CS NO GLASS	\$ <u>14.38</u>
44)	5	CS	393-48-730-000: CRANBERRY SAUCE, 24/303 CANS/CASE, "OCEN SPRAY" OR EQUAL	\$ <u>26.08</u>
45)	10	CS	393-60-141-000: APPLE CIDER, 4/1 GALLON/CASE NO GLASS	\$ <u>14.75</u>
46)	18	CS	393-60-320-000: CRANBERRY JUICE COCKTAIL, 12/46 OZ/CASE, "MOTTS" OR EQUAL NO GLASS	\$ <u>16.78</u>
47)	10	CS.	393-60-450-000: GRAPE JUICE, UNSWEETENED, 12/46 OZ/CASE NO GLASS	\$ <u>25.25</u>
48)	10	CS	393-60-640-000: PINEAPPLE JUICE, UNSW. HAWAIIAN, 12/#5 CANS/CASE, DOLE OR EQUAL CANS ONLY	\$ <u>32.50</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
49)	75	CS	393-60-560-000: LEMON JUICE, 12/1 QT./CASE, "REALEMON" OR EQUAL NO GLASS	\$ <u>15.48</u>
50)	15	CS	393-53-850-000: ONIONS, SLICED, DEHYDRATED, 6/ 1 1/2 LBS./CASE	\$ <u>35.50</u>
51)	50	CS	393-53-850-010: GARLIC, DEHYDRATED, GRANULES, 12/24 OZ/CASE	\$ <u>/</u>
52)	600	Box	019-66-030-000: RICE, CONVERTED, "CHEFWAY" "PAR EXCELLENCE" OR EQUAL, 50 LB/BAG OR BOX	\$ <u>19.48</u>
53)	10	CS	393-43-000-000: MATZO, REGULAR AND FOR PASSOVER, 6/5 LB/CASE OR 30 LB/CASE	\$ <u>/</u>
54)	12	CS	393-42-250-000: CORNSTARCH, 24/1 LB/CASE	\$ <u>15.38</u>
55)	5	CS	393-76-000-000: BAKING SODA, 24/1 LB./CASE	\$ <u>13.33</u>
56)	5	CS	393-32-150-000: BAKING POWDER, 6/5LB/CASE	\$ <u>49.80</u>
57)	20	CS	393-57-300-000: HONEY, US GRADE A, 12/16 OZ/JARS/CASE	\$ <u>29.85</u>
58)	10	GAL.	393-50-300-000: COLORING, CARAMEL, 1 GALLON	\$ <u>/</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
59)	110	QT	393-50-301-000: COLORING, VEGETABLE, PURE EGG SHADE, 1 QT. BOTTLES	\$ <u>✓</u>
60)	5	CS	393-03-001-000: CORNFLAKE CRUMBS, 12/21 OZ/CASE, "KELLOGGS" OR EQUAL	\$ <u>3550</u>
61)	15	BAGS	393-90-310-000: YEAST, DRY, PACKED 1 LB/BAG, "FLEISHMANS" OR EQUAL	\$ <u>✓</u>
62)	110	BAGS	393-51-770-000: FLOUR, ALL PURPOSE ENRICHED, 50/POUNDS/BAG	\$ <u>1550</u>

CAKE AND MUFFIN MIX

"GENERAL MILLS", "MODERN MAID" OR EQUAL, ALL PACKED 6/5
POUND/CASE NO BULK MIXES ACCEPTED

63)	150	CS	393-46-500-000: PANCAKE MIX	\$ <u>17.44</u>
64)	10	CS	393-47-211-000: DEVILS FOOD MIX	\$ <u>25.20</u>
65)	15	CS	393-47-212-000: WHITE CAKE MIX	\$ <u>22.04</u>
66)	5	CS	393-47-213-000: BROWNIE MIX	\$ <u>25.50</u>
67)	15	CS	393-46-490-000: CORN MUFFIN MIX	\$ <u>21.60</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
68)	20	CS	393-47-214-000; YELLOW CAKE MIX	\$ <u>22.40</u>
69)	5	CS	393-47-215-000; POUND CAKE MIX	\$ <u>61.4</u>
70)	5	CS	393-46-401-000; OAT BRAN MUFFIN MIX	\$ <u>47.50</u>

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ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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TITLE

<u>Estimated</u>		Unit	Items and Description	Unit Price
<u>Usage-6</u>				
Months				
71)			<u>MACARONI, NOODLES & SPAGHETTI, SEMOLINA, ALL PACKED 20 LBS/CS</u> <u>UNLESS OTHERWISE INDICATED, ALL ENRICHED</u>	
A)	20	CS	393-61-770-000: SPAGHETTI	\$ <u>8.14</u>
B)	1,400	CS	393-61-520-000: MACARONI, ELBOWS	\$ <u>8.14</u>
C)	20	CS	393-61-521-000: ZITI	\$ <u>8.14</u>
D)	300	CS	393-61-522-000: MEDIUM SHELLS	\$ <u>7.98</u>
E)	20	CS	393-61-523-000: RIGATONI	\$ <u>8.14</u> 1290
F)	10	CS	393-61-524-000: LASAGNA	\$ <u>12.12</u>
G)	10	CS	393-61-525-000: PENNE	\$ <u>139</u>
H)	20	CS	393-61-527-000: FETTUCINI	\$ <u>1395</u>
I)	75	CS	393-61-526-000: ROTINI	\$ <u>8.14</u>
J)	10	CS	393-61-570-000: MEDIUM NOODLES 10 POUND/CASE	\$ <u>680</u>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

TITLE

Estimated

Usage-6

Months	Unit	Items and Description	Unit Price
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BARILLA SEMOLINA PASTAS ONLY

K)	20	CS	393-61-526-100: BARILLA SEMOLINA PASTA 2/10 POUND/CASE, ROTINI	\$ 
L)	20	CS	393-61-527-100: BARILLA SEMOLINA PASTA, 2/10 POUND/CASE, LINGUINI	\$ 
M)	40	CS	393-61-525-300: BARILLA SEMOLINA PASTA, 2/10 POUND/CASE, PENNE	\$ 
N)	50	CS	393-61-523-100: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE RIGATONI	\$ 
O)	25	CS	393-61-770-200: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE SPAGHETTI	\$ 
P)	20	CS	393-61-770-300: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE BOWTIES	\$ 
Q)	20	CS	393-61-770-400: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE ELBOWS	\$ 

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BIDDER


TITLE

Estimated

Usage-6

Months

Unit

Items and Description

Unit Price

CEREALS

IMPORTANT: ALL PRODUCTS BEING BID ON MUST HAVE BRAND NAME AND PACKAGING SIZE INDICATED BY VENDOR. ANY BID NOT INDICATING BRAND NAME OF PRODUCT MAY BE DISQUALIFIED. SUCCESSFUL BIDDERS SHOULD BE AWARE THAT ONLY PRODUCT BID BY THEM WILL BE ALLOWED FOR DELIVERY. NOTE: NO BOWLS ACCEPTED.

72)	5	CS	393-36-530-000: ROLLED OATS, 8/42 OZ/CASE, "QUAKER" OR EQUAL	\$ <u>17.98</u>
73)	5	CS	393-36-900-000: CREAM OF WHEAT, 12/28 OZ.CS	\$ <u>19.25</u>
74)	5	CS	393-36-660-000: CREAM OF RICE, 12/28 OZ.CASE	\$ <u>24.08</u>
75)	85	CS	393-35-310-000: CORNFLAKES, 70/CASE "KELLOGGS" OR EQUAL	\$ <u>24.76</u>
76)	85	CS	393-35-010-000: SPECIAL K, 70/CASE, KELLOGGS OR EQUAL.	\$ <u>27.67</u>
77)	50	CS	393-35-320-000: CORN POPPS, 70/CASE, KELLOGGS OR EQUAL	\$ <u>27.14</u>
78)	45	CS	393-35-360-000: CAPTAIN CRUNCH CEREAL 70/CASE, PEPSI-CO OR APPROVED EQUAL	\$ <u>/</u>
79)	50	CS	393-35-330-000: "FROSTED FLAKES, 70/CASE KELLOGGS OR EQUAL	\$ <u>26.21</u>

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TITLE

<u>Estimated Usage-6 Months</u>		<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
80)	15	CS	393-35-650-000: RICE KRISPIES, 70/CASE KELLOGGS OR EQUAL	\$ <u>24.75</u>
81)	50	CS	393-35-230-000: RAISIN BRAN, 70/CASE, KELLOGGS OR EQUAL	\$ <u>26.21</u>
82)	5	CS	393-35-370-000: PRODUCT 19, 70/CASE, KELLOGGS OR EQUAL	\$ <u>/</u>
83)	75	CS	393-35-520-000: CHEERIOS, 70/CASE, GENERAL MILLS OR EQUAL	\$ <u>18.80</u>
84)	5	CS	393-35-420-000: COCOA KRISPIES, 70/CASE KELLOGGS OR EQUAL	\$ <u>/</u>
85)	10	CS	393-35-234-000: BRAN FLAKES, 70/CASE KELLOGGS OR EQUAL	\$ <u>27.67</u>
86)	5	CS	393-35-660-000: CRISPIX, 70/CASE, KELLOGGS OR EQUAL	\$ <u>/</u>
87)	5	CS	393-35-400-000: GRANOLA, 70/CASE, KELLOGGS OR EQUAL	\$ <u>32.80</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
88)	80	CS	393-35-410-000: HONEY NUT CHEERIOS, 70/CASE, GENERAL MILLS OR EQUAL	\$ <u>1880</u>
89)	20	CS	393-35-350-000: LIFE CEREAL, 70/CASE KELLOGGS OR EQUAL	\$ <u>/</u>
90)	45	CS	393-35-912-000: FROSTED MINI WHEATS, 72/CASE KELLOGGS OR EQUAL	\$ <u>2767</u>
91)	50	CS	393-35-234-003: COMPLETE ALL BRAND FLAKES, KELLOGGS, HOSPITALITY, GOOD BLOSSOM OR APPROVED EQUAL. BULK PACK, <u>20</u> /25 POUNDS/CASE/POLY-LINED CASES	\$ <u>2858</u>
92)	1,250	CS	393-35-310-004: CORN FLAKES, KELLOGGS, HOSPITALITY, GOOD BLOSSOM OR APPROVED EQUAL. BULK PACK, <u>20</u> /25 POUNDS/CASE/POLY-LINED CASES	\$ <u>2665</u>
93)	20	CS	393-81-130-000: SUGAR, BROWN, DARK, 24/1 LB/CS. DOMINO, SAVANNAH OR EQUAL	\$ <u>2277</u>
94)	20	CS	393-81-131-000: SUGAR BROWN, LIGHT, 24/1LB/CS	\$ <u>2277</u>
95)	10	CS	393-81-000-000: SUGER, CONFECTIONERY, 24/1LB/BOX	\$ <u>2277</u>
96)	10	CS	393-82-550-000: SYRUP, MAPLE, PANCAKE, IND. 100 1 & 1/2 OZ/CASE, SMUCKERS OR EQUAL	\$ <u>398</u>

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-02158-002

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
97)	200	CS	393-82-551-000: SYRUP, MAPLE, TABLE, PACKED 4/1 GALLON/CASE	\$ <u>1640</u>
98)	50	CS	393-82-552-000: SYRUP, 10% MAPLE, TABLE, 12/24 OZ/CASE	\$ <u>1940</u>
99)	5	CS	393-82-500-000: MOLASSES, 4/1 GAL/CASE	\$ <u>47.90</u>
100)			SUGAR, PRODUCT TO BE OBTAINED ONLY FROM SUGAR CANE OR SUGAR BEETS, PACKED:	
A)	160	BAGS	393-81-630-000: GRANULATED SUGAR, 50/LB/BAG	\$ <u>2324</u>
B)	75	CS	393-81-632-000: SUGAR PACKETS, IND. 1/9OZ EA. 2,000/CASE	\$ <u>8.26</u>
101)	30	CS	393-81-740-000: SUGAR SUBSTITUTE, "SUGAR TWIN" "SWEET & LOW" ONLY IND. NO CYCLAMATES, 3M/CASE	\$ <u>9.04</u>
102)	5	CS	393-81-741-000: SUGAR SUBSTITUTE, "EQUAL" ONLY, 2M/CASE	\$ <u>26.85</u>
103)	6	CS	393-59-430-000: GRAPE JELLY, PURE FRUIT, 6/#10 CANS/CASE, "POLONER" OR EQUAL	\$ <u>3621</u>
104)	50	CS	393-49-410-000: GRAPE JELLY, IND. 200/CS ½ OZ. EACH	\$ <u>574</u>
105)	6	CS	393-59-420-000: STRAWBERRY JELLY, IND. ½ OZ. EA. 200/CASE	\$ <u>/</u>
106)	5	CS	393-47-454-100: ORANGE MARMALADE, SMUCKERS, POLANER OR EQUAL, 2/5 LTRS.	\$ <u>/</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
107)	40	CS	393-78-200-000: CHICKEN BROTH, CLEAR, "SWANSON" OR EQUAL, NO ADDED SPICES, 12 # 5 CANS/CASE	\$ <u>17.74</u>
108)			SOUP BASE MIXES, DYHYDRATED, BULK PACK, CONCENTRATE, (PACKED 12/16 OZ. PLASTIC JARS/CS.) EACH 16 OZ TO YIELD 5 GALLONS OF SOUP. VENDOR MUST STATE BRAND: _____	
A)	75	CS	393-78-400-040: BEEF SOUP BASE (WITH BEEF FAT)	\$ <u>1180</u>
B)	190	CS	393-78-400-050: CHICKEN SOUP BASE, (WITH CHICKEN FAT)	\$ <u>1118</u>
C)	5	CS	393-78-400-080: ONION SOUP BASE,	\$ <u>26-</u>
D)	5	CS	393-78-400-070: MUSHROOM SOUP BASE	\$ <u>44.80</u>
E)	5	CS	393-78-400-060: HAM BASE MIX	\$ <u>/</u>
109)	10	CS	DESSERT POWDER, GELATIN TYPE, 12/26 OZ/CASE, NO PORK OR PORK PRODUCTS	
A)	10	CS	393-46-420-000: CHERRY	\$ <u>2295</u>
B)			393-46-421-000: LEMON	\$ <u>2295</u>
C)			393-46-422-000: LIME	\$ <u>2295</u>
D)			393-46-425-000: STRAWBERRY	\$ <u>2295</u>

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TITLE

Estimated
Usage-6
Months

Unit

Items and Description

Unit Price

BABY FOOD-STRAINED STAGE ONE, 16/2.5 OZ. /CASE "HEINZ" "GERBER" OR EQUAL

110)	10	CS	393-31-400-000: APPLESAUCE (STRAINED)	\$
111)	10	CS	393-31-401-000: BANANAS (STRAINED)	\$
112)	10	CS	393-31-401-020: PEACHES (STRAINED)	\$
113)	10	CS	393-31-860-100: GREEN BEANS (STRAINED)	\$
114)	10	CS	393-31-861-200: PEAS (STRAINED)	\$
115)	10	CS	393-31-860-000: CARROTS (STRAINED)	\$

BABY FOOD-JUNIOR STAGE THREE, 12/5 OZ. /CASE "HEINZ" "GERBER" OR EQUAL

116)	5	CS	393-31-400-994: CARROTS, PEAS & CORN	\$
117)	5	CS	393-31-400-995: SPINACH, APPLE & CARROTS	\$
118)	5	CS	393-31-400-996: SQUASH & POTATO	\$
119)	5	CS	393-31-400-990: TURKEY/VEGETABLE	\$
120)	5	CS	393-41-400-991: BEEF/VEGETABLE	\$
121)	5	CS	393-41-400-992: CHICKEN/VEGETABLE	\$
122)	5	CS	393-31-400-997: APPLE/BANANA/BLENDED	\$
123)	5	CS	393-31-400-998: BANANA/APPLE/STRAWBERRY	\$

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TITLE

<u>Estimated Usage-6 Months</u>		<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
124)	10	CS	393-63-510-000: RAVIOLI, CHEESE IN TOMATO SAUCE, 6 #10/CANS/CASE	\$ <u>3860</u>
125)	25	CS	393-48-820-000: SALSA PICANTE, "ROSARITO" OR EQUAL, 4/1 GALLON/CASE	\$ <u>2860</u>
126)	20	CS	393-74-250-00: CLAMS, MINCED, 12/#5 CANS/CASE	\$ <u>73.74</u>
127)	225	CS	393-80-340-000: GARLIC, CHOPPED, READY TO USE PACKED 6/32 OZ/PLASTIC JARS ONLY, NO GLASS	\$ <u>1568</u>
128-A)	50	CS	393-48-720-000: BARBECUE SAUCE, 4/9 LB PLASTIC JUGS/CASE "OPEN PIT" ONLY	\$ <u>34.35</u>
128-B)	40	PAIL	393-48-720-100: BARBECUE SAUCE 1/5 GALLON PAIL, "OPEN PIT" ONLY	\$ <u>3880</u>
129)			PUDDINGS-READY TO SERVE, "NUGGET" OR EQUAL, 6/#10 CANS/CASE	
A)	10	CS	380-33-270-000: VANILLA	\$ <u>21.98</u>
B)	10	CS	380-33-270-100: CHOCOLATE	\$ <u>21.98</u>
C)	10	CS	380-33-270-200: BUTTERSCOTCH	\$ <u>22.34</u>
130)	10	CS	380-33-270-400: RICE PUDDING, PREPARED, NON-REFRIGERATED, 6/#10/CANS/CASE	\$ <u>28.25</u>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

TITLE

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
131)	10	CS	380-33-270-500: TAPIOCA PUDDING, PREPARED, 6/#10 CANS/CASE "NUGGET," "NIFDA" OR EQUAL	\$ <u>2750</u>
132)	25	CS	393-75-300-000: FOOD RELEASE, VEGETABLE ONLY, SPRAY ON, PACKED 6/17 OZ./CASE, "PAM", "NUGGET" OR EQUAL	\$ <u>1340</u>
133)	70	CS	485-18-280-000: OVEN & GRILL CLEANER, 4/1 GALLON TUBS/CASE	\$ <u>17.95</u>
134)	75	BOXES	652-43-000-000: HAIR NETS, BROWN, NYLON, 144/BOX	\$ <u>/</u>
135)	5	CS	393-48-390-106: ITALIAN DRESSING, IND., 200/9 GM/CASE	\$ <u>360</u>
136)	5	CS	393-48-390-111: RANCH DRESSING, (4/GAL. CASE)	\$ <u>27.25</u>
137)	8	CS	393-48-390-112: CEASAR SALAD DRESSING, (4/1 GAL)	\$ <u>3450</u>
138)	5	CS	393-48-390-107: 1000 ISLAND SALAD DRESSING 4/1 GALLON/CASE)	\$ <u>/</u>
139)	5	CS	393-48-390-108: BLUE CHEESE DRESSING (4/1 GAL)	\$ <u>44.50</u>
140)	5	CS	393-48-390-109: FRENCH DRESSING (4/1 GAL)	\$ <u>22.85</u>
141)	5	CS	393-38-390-110: ITALIAN DRESSING, (4/1 GAL)	\$ <u>1765</u>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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TITLE

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
142)	15	CS	393-54-430-000: CRANBERRY SAUCE, IND. PACKED 200/14 GM/CASE	\$ <u>✓</u>
143)	10	CS	393-48-858-000: MUSTARD, PREPARED, IND. 500/7GRAM/CASE	\$ <u>4.36</u>
144)	10	CS	393-48-315-000: TOMATO KETCHUP IND. 500/7GRAM/CASE	\$ <u>5.10</u>
145)	20	CS	393-48-315-500: TOMATO KETCHUP, U.S.FANCY 24/14 OZ/ BOTTLES, "HUNTS" OR EQUAL NO GLASS	\$ <u>33.08</u>
146)	5	CS	393-48-440-500: GRAVY EXTRACT, 4/1 GALLON GRAVY MASTER OR APPROVED EQUAL	\$ <u>123.00</u>
147)	5	CS	393-48-480-000: HORSHRADISH, REG., 4/1 GAL/CS "GOLD'S" OR EQUAL	\$ <u>✓</u>
148)	20	CS	393-48-858-600: MUSTARD, PREPARED, YELLOW, 4/1 GALLON/CASE	\$ <u>11.08</u>
149)	12	CS	393-69-480-000: OLIVES, BLACK, 6/#10 CANS/CS. EXTRA STANDARD, NO GLASS	\$ <u>24.20</u>
150)	3	CS	393-69-480-600: OLIVES, STUFFED, 100-110 COUNT, 4/1 GALLON/CASE, NO GLASS	\$ <u>31.04</u>
151)	10	CS	393-69-300-000: PEPPEROCINI PEPPERS, 4/1 GALLON/CASE NO GLASS	\$ <u>13.64</u>
152)	8	CS	393-86-620-100: ROASTED PEPPERS, RED,	\$ <u>21.14</u>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-02158-002

12/28 OZ/CASE

\$ _____

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
153)	8	CS	393-86-620-200: JALAPENO PEPPERS, SLICED, 6/#10/CANS/CASE	\$ <u>19.34</u>
154)	10	CS	393-69-540-000: PICKLE CHIPS, KOSHER, 4/1 GALLON, "B & G" OR EQUAL	\$ <u>19.12</u>
155)	12	CS	393-69-545-000: PICKLE RELISH, SWEET, 4/1 GAL/CS	\$ <u>21.09</u>
156)	80	EA	393-80-560-000: OREGANO, 1 LB	\$ <u>2.34</u>
157)	50	EA	393-80-805-800: PAPRIKA, 1 LB	\$ <u>2.34</u>
158)	250	EA	393-80-600-000: PEPPER, BLACK, GROUND, 1/LB	\$ <u>5.68</u>
159)	5	EA	393-80-630-000: PEPPER, WHITE, GROUND, 1/LB	\$ <u>8.48</u>
160)	25	EA	393-80-010-000: ROSEMARY, 2 LB/BOX	\$ <u>1.97</u>
161)	10	EA	393-80-010-100: CAJUN SPICE 1 LB/BOX	\$ <u>2.13</u>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER


TITLE

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
162)	75	EA	393-80-010-200: PEPPER, JALAPINO, CRUSHED RED PEPPER, 14/OZ/BOX	\$ <u>2.50</u>
163)	100	EA	393-80-260-000: CUMIN, GROUND, 1/LB	\$ <u>2.64</u>
164)	30	EA	393-80-830-000: THYME LEAF, 1/LB	\$ <u>2.84</u>
165)	20	EA	393-80-720-000: SAGE, LEAF, 1/LB	\$ <u>2.50</u>
166)	10	EA	393-80-650-000: PICKLING SPICES, PURE, 12/OZ	\$ <u>2.34</u>
167)	425	EA	393-80-230-000: CHILI POWDER, 1 LB	\$ <u>2.34</u>
168)	10	EA	393-80-500-000: NUTMEG, GROUND, 1/LB	\$ <u>9.19</u>
169)	25	EA	393-80-130-000: BAY LEAVES, PURE, 1/LB	\$ <u>2.49</u>
170)	50	EA	393-80-250-000: CINNAMON, GROUND, PURE, 14/OZ	\$ <u>2.74</u>
171)	250	EA	393-80-590-000: PARSLEY, FLAKES, PURE, 8 OZ/	\$ <u>3.17</u>
172)	100	EA	393-80-100-000: BASIL LEAVES, PURE, 1 LB	\$ <u>2.42</u>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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TITLE

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
173)	10	EA	393-80-360-000: GINGER, GROUND, 1 LB	\$ <u>2.10</u>
174)	80	EA	393-80-670-000: POULTRY SEASONING, PURE, 1/LB	\$ <u>1.94</u>
175)	20	EA	393-80-190-000: CELERY SALT, 2/LB	\$ <u>2.14</u>
176)	10	EA	393-80-470-000: MUSTARD, DRY, 1/LB	\$ <u>2.10</u>
177)	25	EA	393-80-550-000: ONION POWDER, PURE, 16/OZ	\$ <u>3.04</u>
178)	25	EA	393-80-350-000: GARLIC POWDER, 1/LB	\$ <u>3.48</u>
179)	35	EA	393-80-270-000: CURRY POWDER, 1/ LB	\$ <u>2.45</u>
180)	10	CS	393-88-100-000: VINEGAR, CIDER 4/1 GAL/CS	\$ <u>8.21</u>
181)	90	CS	393-88-110-000: VINEGAR, WHITE, 4/1 GAL/CS	\$ <u>5.68</u>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

TITLE

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
182)	10	CS	393-88-111-000: VINEGAR, RED "WINE" 4/1 GAL/CS	\$ <u>708</u>
183)	8	CS	393-88-111-100: VINEGAR, BALSALMIC, 2/5 LTRS.	\$ <u>19.71</u>
184)	50	BAGS	393-73-000-001: SALT, TABLE, 25 POUND BAGS	\$ <u>4.62</u>
185)	10	CS	393-48-910-000: WORCESTERSHIRE SAUCE 4/1 GAL	\$ <u>9.24</u>
186)	10	CS	393-48-750-000: CHILI SAUCE, "NUGGET" OR EQUAL	\$ <u>22.98</u>
187)	15	CS	393-48-860-000: HOT SAUCE, 12/12/OZ/CS, DURKEES OR EQUAL	\$ <u>13.40</u>
188)	35	CS	393-48-761-000: SOY SAUCE, 4/1 GAL, "LA CHOY" ONLY	\$ <u>10.14</u>
189)	2	CS	393-48-761-100: HOISEN SAUCE, 6/5 QUART/CASE	\$ <u>27.50</u>
190)	100	QT	393-50-460-000: VANILLA FLAVOR QUART IMMITATION	\$ <u>1.29</u>
191)	5	CS	393-74-672-220: GIFFILTE FISH, 12/24 OZ. (STATE BRAND)	\$ <u>/</u>
192)	120	CS	393-48-407-000: BROWN GRAVY MIX, 8/15 OZ	\$ <u>12.36</u>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

TITLE

BOX, "TRIO" OR "CHEF'S COMPANION"

\$ 1236

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
193)	130	CS	393-48-409-000: CHICKEN GRAVY MIX, 8/15 OZ. BOX, "TRIO" OR "CHEF'S COMPANION"	\$ 1358
194)	5	CS	393-85-050-000: ICED-TEA MIX WITH LEMON & SWEETNER, "LIPTON" ONLY 12/24 OZ/CASE	\$ 19.78
195)	5	CS	393-85-100-000: DECAFFEINATED TEA BAGS "LIPTON" ONLY WITH STRING AND TAG, 100/BOX, INDIVIDUALLY WRAPPED	\$ 17.84
196)	5	CS	393-85-110-000: TEA BAGS, INDIVIDUAL WRAPPED, WITH STRING AND TAG, 100/BOX, LIPTON ONLY	\$ 17.84
197)	325	CS	393-85-111-000: ICED TEA BAGS, NO STRING, ONE OZ/EACH, PACKED 50/CASE LIPTON ONLY	\$ /
198)	10	CS	393-68-000-001: PEANUT BUTTER, USDA GRADE A SMOOTH, CREAMY, 6/5 LB/TUBS, SELECT, TEDDY, NEWTON FARMS, CARRAIGE HOUSE, OR EQUAL	\$ 3463
199)	5	CS	390-91-100-100: WATER, SPRING, 6/1 GALLON/CS. PLASTIC JUG TYPE BOTTLES, CRYSTAL GEYSER OR EQUAL. (PRICE TO INCLUDE DEPOSIT)	\$ 669
200)	150	CS	390-91-100-200: WATER, SPRING, .5 LITER (1 PINT/.09 FL. OZ/) 24/CASE, CRYSTAL GEYSER OR EQUAL, (PRICE TO INCLUDE DEPOSIT)	\$ 7.49
201)	10	CS	393-47-214-100: ALL PURPOSE BATTER MIX	36.90

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BIDDER

Pres.

TITLE

6/5 LB./CASE, GOLDEN DIPT OR EQUAL

\$ 36.90

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
202)	250	CS	393-54-110-000: SLICED APPLES, 6 #10/CANS/CS WATER PACKED	\$ <u>21.31</u>
203)	15	CS	375-15-760-100: BREAD CRUMBS/FLAVORED, 6/5 POUNDS/CASE, RESEALABLE	\$ <u>15.25</u>
204)	15	CS	393-43-800-000: CROUTONS, SEASONED, 4/2.25#, 9LBS/CASE	\$ <u>23.65</u>
205)	10	CS	393-73-000-000: SALT, TABLE, 12/26OZ/CASE	\$ <u>11.90</u>
206)	12	EA	393-80-600-100: CAYENNE PEPPER, ONE POUND EA	\$ <u>2.40</u>
207)	40	EA	393-80-600-200: LEMON PEPPER, SPICE BLEND 1 POUND	\$ <u>/</u>
208)	24	EA	393-80-600-300: ADOBE SEASONING, GOYA ONLY, (WITHOUT PEPPER) 28 OZ/CONTAINER	\$ <u>/</u>
209)	8	CS	393-80-600-400: SAZON AZAFRAN SEASONING, GOYA OR EQUAL, 18/3.52 OZ/CASE	\$ <u>38.50</u>
210)	40	EA	393-80-805-900: PAPRIKA, SPANISH SMOKED	<u>/</u>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

Pres.

TITLE

SWEET, 1 POUND/EA

\$ /

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
211)	18	EA	393-48-761-200: OYSTER SAUCE, LA CHOY OR EQUAL, 5 POUND	\$ <u> / </u>
212)	14	EA	393-48-761-300: DUCK SAUCE, SAUCY SUSAN, OR EQUAL, 1 GALLON	\$ <u>4.99</u>
213)	12	EA	393-80-010-500: OLD BAY SPICE, 16/OZ. OLD BAY ONLY	\$ <u> / </u>
214)	10	EA	393-52-770-100: WHEAT FLOUR, 50 #/BAGS	\$ <u>19.50</u>
215)	25	CS	375-60-200-100: TORTILLAS, FLOUR, 12/12 6 "ROUND CASE, "EL PASO" OR EQUAL	\$ <u>20.83</u>
216)	18	CS	375-60-200-000: TACO SHELLS, 200/CASE 6" SIZE	\$ <u>11.50</u>
217)	2	EA	393-80-060-000: ALL SPICE, GROUND, PURE, 1 POUND JAR	\$ <u>3.50</u>
218)	12	EA	393-80-170-100: SESAME SEEDS, 1 POUND JAR	\$ <u>2.50</u>
219)	2	CS	393-60-560-100: LIME JUICE, PURE, 12/1 QT/CASE REAL LEMON OR EQUAL	\$ <u> / </u>
220)	10	CS	393-86-811-500: SUNDRIED TOMATOES, 5 LB/BAG	\$ <u>12.25</u>
221)	5	CS	393-61-524-100: LASAGNA, OVEN READY,	\$ <u> / </u>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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Rand Wilkoff
BIDDER

Pros.

TITLE

BARILLA ONLY, 12/9 OZ/CASE

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
222)	6	CS	393-43-180-000: HONEY GRAHAMS, 200/2 COUNT	\$ <u>16.75</u>
223)	12	CS	393-86-150-200: WHITE KIDNEY BEANS HANOVER OR EQUAL, 6/#10/CS	\$ <u>20.90</u>
224)	600	CS	393-86-811-600: TOMATOES, ALL PURPOSE, CRUSHED REDPACK ONLY 6/#10/CANS/CASE	\$ <u>22.14</u>
225)	10	CS	393-86-620-300: CHERRY PEPPERS, HOT, 4/1 GALLON/CASE/NO GLASS	\$ <u>26.50</u>
226)	5	CS	393-86-620-400: SWEET CHERRY PEPPERS, 4/1 GALLON/CASE/NO GLASS	\$ <u>/</u>
227)	5	EA	393-62-000-000: CORN MEAL, 25 POUNDS/BAG/WHOLE GRAIN YELLOW ENRICHED AND DEGERMINATED, QUAKER OR EQUAL	\$ <u>19.90</u>
228)	5	BOX	393-37-020-000: CHOCOLATE CHIPS, 25 POUNDS/BULK CASE	\$ <u>/</u>
229)	12	CASE	393-33-184-002: COUNTRY TIME LEMONADE MIX 15/PKS/CS.	\$ <u>/</u>

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BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-02158-002

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
230)	60	EACH	850-50-000-000: OVEN MITTS, 17" LONG FITS EITHER HAND/AMBIDEXTROUS.	\$ <u>/</u>
231)	50	Dz.	240-77-000-000: STAINLESS STEEL STANDARD WEIGHT SCOURING PADS 50 GRAMS COILED, 12/PACK	\$ <u>/</u>
232)	5	CS	393-54-520-000: FRUIT COCKTAIL IN JUICE, 6/#10 CANS/CASE, NUGGETT, DELMONTE OR EQUAL	\$ <u>24.25</u>
233)	5	CS	393-78-911-000: TOMATO SOUP, CONDENSED, 12#5 CANS/CASE HEINZ, OR APPROVED EQUAL	\$ <u>25.48</u>
234)	5	CS	393-43-170-000: GINGER SNAPS, 12/12 OZ/CASE	\$ <u>/</u>
235)	5	CS	393-85-111-100: ICED TEA POWDER, 6/26.5 OZ/CASE	\$ <u>/</u>
236)	5	CS	393-36-900-000: CREAM OF WHEAT, "WHEATENA", 12/22 OZ/CASE	\$ <u>35.50</u>
237)	5	CS	393-35-234-005: RICE CHEX, GLUTEN FREE, 96/1 OZ./CASE GENERAL MILLS OR EQUAL	\$ <u>35.50</u>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

Pres.

TITLE

H. SCHRIER & CO., INC.
Food Service Distributors

Response
for
Section A
on Page 23

H. Schrier & Co. Inc. has been supplying food to Nassau County since 2001. We have also supplied Suffolk County for the same time period. Additionally, we have been the "prime vendor" for the State of Pennsylvania for the last five years. We are also the approved vendor for all State of New York facilities located in the southern district of the state (Nassau County, Suffolk County, the five boroughs of New York City, And both Rockland and Westchester County.

The business is incorporated in New York State since 1986. We currently employ 92 people. Our annual revenue is \$25,000,000.00.

We are open from 6PM Sunday through 10PM Friday. We are capable of delivering product the day after receiving your purchase order. We run a fleet of 25 trucks with compartmentalized temperature control.

I have attached the names, addresses and positions of all persons having a financial interest in the corporation, as well as 3 local references.

H. SCHRIER & CO., INC.

Food Service Distributors

Ownership of H. Schrier & Co., Inc.

President-- David Libertoﬀ- 35%
1886 Muttontown Road
Muttontown, NY 11791

Secy-Treas- Jonathan Libertoﬀ- 35%
245 Brookville Road
Brookville, NY 11545

Barri Leﬀ -10%
3 Hillview Court
Armonk, NY 10504

Dana Roseman -10%
62 Palmer Ave.
Scarsdale, NY 10583

Jamie Libertoﬀ -10%
515 East 72nd Street
New York, NY 10021

H. Schrier & Co., INC.

Food Service Distributor

REFERENCES

Suffolk County – Yaphank ,NY

631.852.5220

Jeanette Hickey

Oceanside School District – Oceanside NY

516.678.7548

Jane Blackburn

Jericho School District – Jericho NY

516.203.3600

Tracy Gillet



STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE AND MARKETS
10B AIRLINE DRIVE,
ALBANY, NEW YORK 12235

FSI - LICENSING UNIT
518-485-5326

LICENSE NOTICE

The lower portion of this notice is the license for this establishment.

If new or additional activities are to be conducted at this location you must report these additional activities to the regional office in your area for approval prior to the start of the new activity.

If you sell the business, change locations or ownership structure, contact the regional office in your area to have our records updated and obtain a new inspection and/or license application.

Regional Offices:

Buffalo
716 847-3185

Rochester
585 427-2273

Syracuse
315 487-0852

Albany
518 485-5326

Metro NY, LI & SI
718 722-2876

The licensee has consented to the free entry and free access to the licensed premises, buildings and offices to the Commissioner, the Commissioner's agents and inspectors in pursuance of the Commissioner's duty to supervise and regulate the production, storage, sale and use of articles subject to the Commissioner's jurisdiction.

If you offer to give or give any benefit, thing or money to any employee of the Department of Agriculture and Markets, your conduct will be reported to your local police or sheriff's department.

If any employee of the Department of Agriculture and Markets asks for or accepts any benefit, thing or money from you, you should report that conduct to the Inspector General of New York State by writing to the Inspector General, State Capitol, Albany, NY 12224 or by phone 1-800-367-4448. You may also report that conduct to your local police or sheriff's department.

Please post the license portion of this notice in the establishment.

Date Issued: 01/01/2016

Expires: 12/31/2017

Fee Paid: \$400

New York State
Department of Agriculture and Markets
Albany, NY 12235

Entity No.: 117521

Certificate No.: 14295

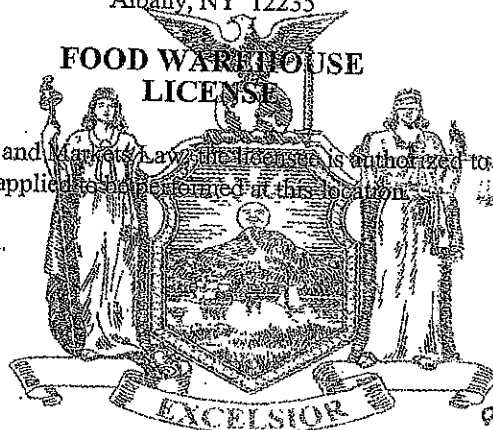
Etab No.: 618577

**FOOD WAREHOUSE
LICENSE**

Pursuant to Article 28 of the Agriculture and Markets Law, the licensee is authorized to perform those activities for which it has applied to be licensed at this location.

This license cannot be sold or transferred.

H SCHRIER CO INC
H SCHRIER CO
4901 GLENWOOD RD
BROOKLYN, NY 11234



Richard A. Ball
Richard A. Ball
Commissioner



U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
SPECIALTY CROPS PROGRAM P.A.C.A. DIVISION
NATIONAL LICENSE CENTER
1400 Independence Ave SW
Room 1510 Stop 0242
Washington DC, 20250-0242
(800) 495-PACA

LICENSE CERTIFICATE
(Issued Under the Perishable Agricultural
Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO. 20010109	2. ANNIVERSARY DATE 10-24-2018	3. TYPE OF BUSINESS BOTH FRESH & FROZEN	4. NATURE OF BUSINESS WHOLESALE DEALER	5. OWNERSHIP TYPE CORPORATION	6. NO. OF BRANCHES 0
SCHRIER & CO INC H 4901 GLENWOOD ROAD BROOKLYN NY 11234-1131				<i>Read</i> "NOTICE TO LICENSEE" <i>on reverse side</i>	
BUS: 4901 GLENWOOD ROAD BROOKLYN NY 11234-1131				LICENSEE: <i>Please examine this Certificate for accuracy.</i> <i>Report errors to P.A.C.A. Office at above address</i>	
Phone: (718) 258-7500		Fax: (718) 258-9586		Email: SCHRIERFOODS@AOL.COM	
EIN: 112854301		STATE IN WHICH INCORPORATED OR FORMED NEW YORK			DATE INCORPORATED 12-19-1986

NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
LIBERTOFF JONATHAN	STD
LIBERTOFF DAVID	VPD

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

FV-231
(10-02)
CG: HFDL


DEPUTY ADMINISTRATOR, FRUIT & VEGETABLE PROGRAMS


H. SCHRIER & CO., INC.

Food Service Distributors

Should we hire an employee with a family relationship with a County public servant that might be construed as a possible conflict of interest, we would prohibit that employee from being involved in any way with the bidding, billing, payment or any other function between the County & H. Schrier & Co., Inc.

Additionally, we would notify Nassau County Office of Purchasing of the employee's name and the title of said family relationship

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 39386-02158-002
	COUNTY OF NASSAU BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		Dated: Jan. 18, 2018
			BID OPENING DATE February 15, 2018 11:00 A.M. E.S.T.
BUYER Linda A. Mills	TELEPHONE (516) 571-6109	REQUISITION NUMBER N/A	

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE Groceries

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 4.30 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:
Nassau County Correctional Center
100 Carman Avenue
East Meadow, N.Y. 11554

GUARANTEED DELIVERY DATE

1 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

112854301

TOLL FREE TELEPHONE NUMBER:

B'

OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER **H. Schrier & Co. Inc.**
ADDRESS **4901 Glenwood Road**
CITY **Brooklyn, NY 11234**
P: 718.258.7550 - F: 718.258.9586

ZIP CODE

TELEPHONE

SIGNATURE OF AUTHORIZED INDIVIDUAL

David Libertoff - President
PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.

4. PRICES The provisions of the New York State Fair Trade Law (Federal-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.

5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
 - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
 - (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
 - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
 - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
 - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
 - (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

Bid Title: GROCERIES
Bid Number: 39386-02158-002
Date: March 8, 2018
Page 1 of 2

AWARD RECOMMENDATIONS

Items:

1, 4, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 24, 26, 28, 29, 31, 32, 33, 35, 36, 39, 40, 44, 45, 47, 55, 56, 57, 63, 64, 65, 66, 67, 68, 69, 71A, 71C, 71D, 71E, 71F, 71G, 71I, 73, 77, 79, 80, 85, 87, 90, 91, 92, 93, 94, 95, 96, 98, 100A, 100B, 107, 108C, 108D, 125, 132, 135, 137, 146, 148, 149, 152, 154, 155, 166, 181, 183, 184, 186, 190, 194, 199, 200, 201, 205, 209, 212, 225, 227, 232

To: H. Schrier & Co., Inc. Vendor #1 (90 Items)

Items:

2, 3, 7, 11, 14, 23, 30, 34, 37, 38, 41, 48, 50, 61, 62, 70, 71H, 71K, 71L, 71M, 71N, 71O, 71P, 71Q, 75, 76, 78, 81, 82, 83, 84, 86, 88, 89, 99, 106, 108E, 119, 120, 121, 124, 126, 128A, 128B, 129A, 129B, 128C, 130, 131, 133, 134, 139, 145, 147, 173, 180, 182, 188, 189, 203, 204, 208, 210, 211, 213, 214, 215, 216, 221, 224, 228, 229, 230, 231, 233, 234, 235, 237

To: Mivila Foods Vendor #2 (78 Items)

Bid Title: GROCERIES
Bid Number: 39386-02158-002
Date: March 8, 2018
Page 2 of 2

AWARD RECOMMENDATIONS

Items:

5, 6, 8, 25, 27, 42, 43, 46, 49, 51, 52, 53, 54, 58, 59, 60, 71B, 71J, 72, 74,
101, 102, 108A, 108B, 109A, 109B, 109C 109D, 110, 111, 112, 113, 114,
115, 116, 117, 118, 122, 123, 127, 136, 141, 150, 151, 153, 156, 157, 158,
159, 160, 161, 162, 163, 164, 165, 167, 168, 169, 170, 171, 172, 174, 175,
176, 177, 178, 179, 185, 191, 192, 193, 195, 196, 197, 198, 202, 206, 207,
217, 218, 219, 220, 222, 223, 236

To: Universal Coffee Vendor #3 (85 Items)

Items:

97, 103, 104, 105, 138, 140, 142, 143, 144, 187,

To: Elwood International Vendor #4 (10 Items)

Items #226, No Bid/No Award (1 Item)

Total Items Listed-264

Groceries Bid #39386-02158-002 Award Explanations

Page 1 of 2

Bid #39386-02158-002

Bid Title: Groceries

Bid Opening Date: February 15, 2018

Buyer: Linda A. Mills, Food Inspector 2

Date: March 8, 2018

**EXPLANATIONS FOR AWARDS MADE TO OTHER THAN APPARENT LOW
BIDDERS**

Item 51 (Garlic Dehydrated)

Apparent low bidder, Vendor #2 offers 240 Oz. @ 0.149 per Oz. Actual Low Bidder, vendor #3, offers 288 Oz. @ 0.138 per Oz. Recommend award to Vendor #3.

Item 57 (Honey))

Apparent low bidder, Vendor #3, offers 144 Ounces @ 0.179 per Ounce. Actual low bidder, Vendor #1, offers 192 ounces @0.155 per Ounce. Recommend award to Vendor #1.

Item 92- (Corn Flakes) Apparent low bidder, vendor #2 does not meet specifications. Item must be "Bulk Pack". Recommend award to vendor #1, who meets specifications of this item.

Item 128A- (Barbeque Sauce) Apparent low bidder, vendor #4 does not meet specifications. Item must be "Open-Pit" only for quality reasons. Recommend award to vendor #2, who meets specifications of this item.

Groceries Bid #39386-02158-002 Award Explanations

Page 2 of 2

Bid #39386-02158-002

Bid Title: Groceries

Bid Opening Date: February 15, 2018

Buyer: Linda A. Mills, Food Inspector 2

Date: March 8, 2018

**EXPLANATIONS FOR AWARDS MADE TO OTHER THAN APPARENT LOW
BIDDERS**

Item 137- (Caesar Salad Dressing) Tied between Vendors 1 & 2.

Recommend award to Vendor #1, who offers the shortest delivery time, A.R.O.

Item 188- (Soy Sauce) Apparent low bidders, Vendors # 3 & 1 do not meet specifications. For quality purposes, "La Choy" is required as an "Only", as lower priced sauces are not acceptable because of poor quality, resulting in unnecessary waste.

DETAILS OF AWARD

ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40			
1	363-74-670-200	80	CASE	36.50	37.86	36.73	NB																																							
2	393-65-000-000	2	CASE	NB	95.70	NB	NB																																							
3	393-64-100-000	10	CASE	48.98	47.50	NB	NB																																							
4	393-46-740-000	100	CASE	26.75	27.76	NB	NB																																							
5	393-54-730-000	100	CASE	24.16	24.75	21.68	NB																																							
6	393-54-750-000	250	CASE	22.89	22.90	20.33	NB																																							
7	393-54-780-000	250	CASE	22.70	22.80	22.87	NB																																							
8	393-54-200-100	6	CASE	19.85	16.90	16.66	NB																																							
9	393-86-000-010	15	CASE	26.85	27.36	27.27	NB																																							
10	393-86-500-010	300	CASE	24.34	24.40	25.68	NB																																							
11	393-86-000-020	50	CASE	16.75	15.80	18.73	NB																																							
12	393-86-200-000	400	CASE	16.80	16.85	16.83	NB																																							
13	393-86-140-000	10	CASE	16.95	16.85	17.48	NB																																							
14	393-86-000-030	20	CASE	16.25	15.90	NB	NB																																							
15	393-86-180-000	10	CASE	17.40	17.50	NB	NB																																							
16	393-86-150-000	300	CASE	16.98	17.10	19.25	NB																																							
17	393-86-160-100	10	CASE	32.44	33.35	NB	NB																																							
18	393-86-020-000	10	CASE	22.50	22.85	24.73	NB																																							
19	393-87-310-000	10	BAGS	16.88	16.40	NB	NB																																							
20	393-86-590-000	20	CASE	17.88	20.35	18.98	NB																																							
21	393-87-520-000	12	BAGS	13.25	15.25	NB	NB																																							
22	393-87-520-100	12	BAGS	23.00	25.90	NB	NB																																							
23	393-87-560-000	60	CASE	33.88	33.50	38.73	NB																																							
24	393-86-650-000	80	CASE	19.92	22.70	20.73	NB																																							
25	393-86-660-000	20	CASE	21.90	22.75	18.13	NB																																							
26	393-86-820-000	10	CASE	25.98	27.60	26.68	NB																																							
27	393-86-220-000	10	CASE	16.50	16.90	15.68	NB																																							
28	393-86-820-000	60	CASE	22.14	26.70	22.88	NB																																							
29	393-86-821-000	40	CASE	15.80	15.90	16.88	NB																																							
30	393-86-810-000	5	CASE	16.70	15.60	NB	NB																																							
31	393-86-811-000	50	CASE	13.50	13.60	14.88	NB																																							
32	393-86-811-200	100	CASE	22.40	22.70	NB	NB																																							
33	393-86-811-300	60	CASE	23.68	23.85	NB	NB																																							
34	393-86-811-400	40	CASE	NB	25.10	NB	NB																																							
35	393-48-310-000	10	CASE	16.41	16.65	NB	NB																																							
36	393-86-730-000	75	CASE	19.98	20.00	21.48	NB																																							
37	393-86-240-000	10	CASE	16.98	15.80	16.68	NB																																							
38	393-87-311-000	5	BAGS	18.75	17.90	NB	NB																																							
39	393-87-312-000	5	BAGS	12.58	12.90	NB	NB																																							
40	393-87-311-100	250	BAGS	13.25	15.25	13.68	NB																																							

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OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED FEBRUARY 15, 2018 AT 11 A.M.
BID NO: 39386-02158-002
REQ. NO: N/A

TITLE: GROCERIES																						TO NO.		AMOUNT
ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17				
104	393-59-410-000	50	CASE	5.74	4.85	NB	4.48																	
105	393-59-420-000	6	CASE	NB	8.65	NB	6.28																	
106	393-47-454-100	5	CASE	NB	29.35	NB	NB																	
107	393-78-200-000	40	CASE	17.74	17.80	NB	NB																	
108A	393-78-400-040	75	CASE	11.80	18.70	11.58	NB																	
108B	393-78-400-050	190	CASE	11.18	18.70	11.03	NB																	
108C	393-78-400-080	5	CASE	26.00	26.20	NB	NB																	
108D	393-78-400-070	5	CASE	44.80	45.25	NB	NB																	
108E	393-31-400-000	5	CASE	NB	28.90	NB	NB																	
109A	393-46-420-000	10	CASE	22.95	21.40	20.93	NB																	
109B	393-46-421-000		CASE	22.95	21.40	20.93	NB																	
109C	393-46-422-000		CASE	22.95	21.40	20.93	NB																	
109D	393-46-425-000		CASE	22.95	21.40	20.93	NB																	
110	393-31-400-000	10	CASE	NB	10.35	9.98	NB																	
111	393-31-401-000	10	CASE	NB	10.35	9.98	NB																	
112	393-31-401-020	10	CASE	NB	10.35	9.98	NB																	
113	393-31-860100	10	CASE	NB	10.35	9.98	NB																	
114	393-31-860-200	10	CASE	NB	10.35	9.98	NB																	
115	393-31-860-000	10	CASE	NB	10.35	9.98	NB																	
116	393-31-400-994	5	CASE	NB	11.10	10.48	NB																	
117	393-31-400-995	5	CASE	NB	11.10	10.48	NB																	
118	393-31-400-996	5	CASE	NB	11.10	10.48	NB																	
119	393-31-400-990	5	CASE	NB	11.10	NB	NB																	
120	393-31-400-991	5	CASE	NB	11.10	NB	NB																	
121	393-31-400-992	5	CASE	NB	11.10	NB	NB																	
122	393-31-400-997	5	CASE	NB	11.10	10.48	NB																	
123	393-31-400-998	5	CASE	NB	11.10	10.48	NB																	
124	393-63-510-000	10	CASE	38.60	36.25	NB	NB																	
125	393-48-820-000	25	CASE	28.60	28.70	NB	NB																	
126	393-74-250-000	20	CASE	73.74	69.90	NB	NB																	
127	393-80-340-000	225	CASE	15.68	20.90	14.88	NB																	
129A	393-48-720-000	50	CASE	34.35	33.90	NB	15.74																	
129B	393-48-720-000	40	PAIL	38.80	38.35	NB	NB																	
129A	393-33-270-000	10	CASE	21.98	20.42	21.88	NB																	
129B	393-33-270-100	10	CASE	21.98	20.42	21.88	NB																	
129C	393-33-270-200	10	CASE	22.34	20.42	21.88	NB																	
130	393-33-270-400	10	CASE	28.25	24.60	24.88	NB																	
131	393-33-270-500	10	CASE	27.50	22.90	27.38	NB																	
132	393-75-300-000	25	CASE	13.40	13.45	NB	NB																	
133	485-18-280-000	70	CASE	17.95	15.85	NB	NB																	

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OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED FEBRUARY 15, 2018 AT 11 A.M.
BID NO: 39386-02158-002
REQ. NO: NA

TITLE: GROCERIES

OFFICE OF PURCHASING SUMMARY OF BIDS OPENED FEBRUARY 15, 2018 AT 11 A.M. BID NO: 39386-02158-002 REQ. NO: N/A				H. SCHRIER & CO		MIVILA FOODS OF NY		UNIVERSAL COFFEE		ELWOOD																	DETAILS OF AWARD	
ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TO NO.	AMOUNT						
174	393-80-670-000	80	EA	1.94	2.10	1.88	NB																					
175	393-80-190-000	20	EA	2.14	2.39	1.98	NB																					
176	393-80-470-000	10	EA	2.10	1.95	1.88	NB																					
177	393-80-560-000	25	EA	3.04	2.40	2.32	NB																					
178	393-80-350-000	25	EA	3.48	3.25	3.12	NB																					
179	393-80-270-000	35	EA	2.45	2.65	2.24	NB																					
180	393-88-100-000	10	CASE	8.21	7.90	NB	NB																					
181	393-88-110-000	90	CASE	5.68	5.75	6.18	NB																					
182	393-88-111-000	10	CASE	7.08	6.95	NB	NB																					
183	393-88-111-100	8	CASE	15.71	15.90	NB	NB																					
184	393-73-000-001	50	BAGS	4.62	4.75	NB	NB																					
185	393-48-910-000	10	CASE	9.24	8.85	8.43	NB																					
186	393-48-750-000	10	CASE	22.98	23.15	NB	NB																					
187	393-48-860-000	15	CASE	13.40	13.80	NB	12.94																					
188	393-48-761-000	35	CASE	10.14	31.90	9.62	NB																					
189	393-48-761-100	2	CASE	27.50	25.80	NB	NB																					
190	393-50-460-000	100	QT	1.25	1.40	1.38	NB																					
191	393-74-672-220	5	CASE	NB	48.50	45.48	NB																					
192	393-48-407-000	120	CASE	12.36	18.75	12.13	NB																					
193	393-48-409-000	130	CASE	13.58	20.80	13.33	NB																					
194	393-85-050-000	5	CASE	19.78	43.85	NB	NB																					
195	393-85-100-000	5	CASE	17.84	37.09	17.58	NB																					
196	393-85-110-000	5	CASE	17.84	44.50	17.58	NB																					
197	393-85-111-100	325	CASE	NB	5.95	4.73	NB																					
198	393-68-000-001	10	CASE	34.63	43.90	34.48	NB																					
199	390-91-100-100	5	CASE	6.83	6.75	NB	NB																					
200	390-91-100-200	150	CASE	7.49	7.95	NB	NB																					
201	000-00-000-000	10	CASE	36.90	37.90	NB	NB																					
202	393-54-110-000	250	CASE	21.31	24.80	20.88	NB																					
203	375-15-760-100	15	CASE	15.25	14.70	17.85	NB																					
204	393-43-800-000	15	CASE	23.65	20.50	NB	NB																					
205	393-73-000-000	10	CASE	11.90	12.50	NB	NB																					
206	393-80-800-100	12	EA	2.40	2.19	1.96	NB																					
207	393-80-800-200	40	EA	NB	2.50	2.38	NB																					
208	393-80-600-300	24	EA	NB	4.35	NB	NB																					
209	393-80-600-400	8	CS	38.50	39.40	NB	NB																					
210	393-80-805-900	40	EA	NB	2.75	2.98	NB																					
211	393-48-761-200	18	EA	NB	4.95	NB	NB																					
212	393-48-761-300	14	EA	4.99	5.10	NB	NB																					
213	393-80-010-500	12	EA	NB	7.99	NB	NB																					
214	393-52-770-000	10	EA	19.50	16.90	NB	NB																					

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
03/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rampart Brokerage Corp. 1983 Marcus Avenue, Suite C130 Lake Success, NY 11042 516 538-7000	CONTACT NAME: Gwen Kolenik	
	PHONE (A/C, No, Ext): 516 390 3812	FAX (A/C, No): 516 390 3813
E-MAIL ADDRESS: gkolenik@rampartinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Fire Ins Co		19682
INSURER B: United States Fire Ins Co		21113
INSURER C: Ohio Casualty Insurance Company		24074
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
H. Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			12UUNBK9429	01/20/2018	01/20/2019	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$300,000
							PERSONAL & ADV INJURY	\$10,000
							GENERAL AGGREGATE	\$1,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
			PROPERTY DAMAGE (Per accident)	\$				
				\$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			5821097166	01/20/2018	01/20/2019	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> OCCUR						\$25,000,000	
C	<input checked="" type="checkbox"/> EXCESS LIAB			ECO195710538	01/20/2018	01/20/2019	AGGREGATE	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bid # 39386-02158-002 GROCERIES

Certificate Holder is included as Additional Insured as respects General Liability as required by written contract or agreement

All Coverage is Subject to Policy Limits, Sub-Limits, Terms, Conditions, Limitations and Exclusions

CERTIFICATE HOLDER**CANCELLATION**

County of Nassau
Office of Purchasing
1 West Street, North Entrance
Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stanley Spivak

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E-34-18

NIFS ID:CLSS18000034 Department: Social Services

Capital:

SERVICE: Preventive

Contract ID #:CQSS13000013

NIFS Entry Date: 15-FEB-18

Term: from 01-JAN-18 to 31-DEC-18

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

Vendor Info:	
Name: Berkshire Farm Center & Services for Youth	Vendor ID#: 14136812
Address: 13640 Route 22 South Canaan, NY 12029	Contact Person: Jim Dennis
	Phone: 518 781-4567

Department:
Contact Name: Michael Kanowitz
Address: 60 Charles Lindbergh Blvd.
Phone: 516 227-7452

Routing Slip

2018 MAR 19 P 12:06
NASSAU COUNTY
CLERK

Department	NIFS Entry: X	22-FEB-18 -- MKANOWITZ
Department	NIFS Approval: X	22-FEB-18 -- MKANOWITZ
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	28-FEB-18 -- APERSICH
OMB	NIFS Approval: X	26-FEB-18 -- AROMANO
County Atty.	Insurance Verification: X	22-FEB-18 -- AAMATO
County Atty.	Approval to Form: X	22-FEB-18 -- NSARANDIS
Dep. CE	Approval: X	06-MAR-18 -- KROSE-LOUDER

Leg. Affairs	Approval/Review: X	01-MAR-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.
Method of Procurement: RFP was issued.
Procurement History: We have been using this vendor for many years.
Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.
Impact on Funding / Price Analysis: Federal 30% State 45% County 25%
Change in Contract from Prior Procurement: Not applicable.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	76	Revenue				\$ 0.00
Resp:	7600	Contract:				\$ 0.00
Object:	TT714	County	\$ 142,787.50			\$ 0.00
Transaction:	CQ	Federal	\$ 171,345.00			\$ 0.00
Project #:		State	\$ 257,017.50			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00	6	SSGEN7600/TT714	\$ 571,150.00
		TOTAL	\$ 571,150.00		TOTAL	\$ 571,150.00

RENEWAL	
% Increase	
% Decrease	

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** Berkshire Farm Center & Services for Youth

2. **Dollar amount requiring NIFA approval:** \$571150

Amount to be encumbered: \$571150

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. **Contract Term:** 01/01/2018 to 12/31/2018

Has work or services on this contract commenced? Y

If yes, please explain: Ongoing mandated services.

4. **Funding Source:**

X General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 30
Other		State % 45
		County % 25

Is the cash available for the full amount of the contract? Y

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child˼hildren are in imminent risk of foster care placement.

6. **Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature Not Applicable

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. **Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

APERSICH

28-FEB-18

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES AND
BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

WHEREAS, the County has negotiated an amendment to a personal services agreement with Berkshire Farm Center & Services for Youth in connection with preventive services for families and children at immediate risk of having a child placed in foster care, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Berkshire Farm Center & Services for Youth

Jack Schnirman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Berkshire Farm & Services for Youth

CONTRACTOR ADDRESS: 13640 Route 22, South Canaan, NY 12029

FEDERAL TAX ID #: 141368125

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The

evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on SEPTEMBER 6, 2013 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

AN RFP WAS ISSUED [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county. (CONTRACTOR EVALUATION ATTACHED)

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

2-16-18
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated:

11/13/17

Vendor: Beckshire Farm Center & Services For Youth

Signed:

A handwritten signature in black ink, appearing to read "Nicole McArthur", is written over a horizontal line.

Print Name:

Nicole McArthur

Title:

CFO

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO
SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL
WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR
AWARD

1. Principal Name James Dennis
Date of birth 10/23/1956
Home address 24 Crawford Dr
City/state/zip Ballston Lake NY 12019
Business address 13640 State Route 22
City/state/zip Canaan, NY 12029
Telephone (518) 781-1842
Other present address(es) None
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer 11/03/2015 Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) Chief Program Officer 7/01/2011
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO ✓
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

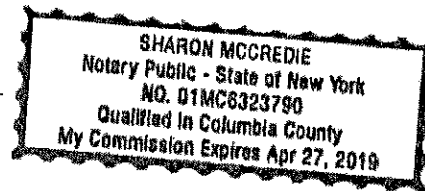
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, James Dennis, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9th day of November 2017

Sharon McCredie
Notary Public



Berkshire Farm Center & Services for Youth

Name of submitting business

James Dennis

Print name

Signature

President/CEO

Title

11 / 9 / 17
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Nicole McArthur
Date of birth 1/4/83
Home address 71 Knollwood Dr
City/state/zip Valatie, NY 12184
Business address 13640 State Rte 22
City/state/zip Canaan, NY 12029
Telephone 518-781-1847
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer 7/5/16 Partner ____/____/____
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

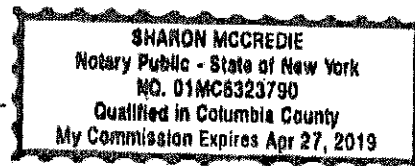
CERTIFICATION

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I, Nicole McArthur, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13th day of November 2017

Sharon McCredie
Notary Public



Berkshire Farm Center & Services for Youth

Name of submitting business

Nicole McArthur

Print name

Signature

CFO

Title

11 / 13 / 17
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name ROBERT A. KANDEL
Date of birth 06/18/1947
Home address 490 WEST END AVENUE - Apt. 12A
City/state/zip N.Y. N.Y. 10024
Business address 1501 BROADWAY, SUITE 2200
City/state/zip NY NY 10036
Telephone 212-301-6964
Other present address(es) NONE
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board 01/19/2005 Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO NA
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) NO
- a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness of the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

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I, ROBERT A. KANDEL, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20 day of SEPT. 2017

Notary Public

YAN K. LAURENCY
Notary Public, State of New York
Qualified in Westchester County
No. 02LA6232770
My Commission Expires Dec. 13, 2018

BERKSHIRE FARM CENTER SERVICES FOR YOUTH
Name of submitting business

ROBERT A. KANDEL
Print name

Robert A. Kandel
Signature

Chairman of the Board
Title

09, 20, 2017
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."
No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 11/10/2017

1) Proposer's Legal Name: Berkshire Farm Center & Services for Youth

2) Address of Place of Business: 13640 State Route 22, Canaan NY 12029

List all other business addresses used within last five years: NONE

3) Mailing Address (if different): SAME

Phone: (518) 781-4567

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 060529989

5) Federal I.D. Number: 14-1368125

6) The proposer is a (check one): Sole Proprietorship Partnership X
Corporation Other (Describe) (Non-profit corporation)

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes _____ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☒ No ☐ If Yes, provide details. Berkshire Union Free CSD - affiliate. Youth at Berkshire Residential Treatment Ctr attend the District's Jr/Sr High School located on the residential campus. The District will have no part in the performance of this contract.
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☒ No ☐ If Yes, provide details for each such investigation. _____
Please see attached
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ____ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflicts exist

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflicts exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflicts exist

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
Berkshire has a formal Conflict of interest policy and a Risk Management Department to monitor potential conflicts. Should one arise, we will contact the County to be guided accordingly.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; *See attached*
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; *N/A - not for profit*
- iii) Name, address and position of all officers and directors of the company; *See attached*
- iv) State of Incorporation (if applicable); *See attached*
- v) The number of employees in the firm; *See attached*
- vi) Annual revenue of firm; *See attached*
- vii) Summary of relevant accomplishments *See attached*
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. *130 years*

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. *Please see attached*

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company New York Administration for Children's Services

Contact Person Patricia Williams-Reeder, Assistant Commissioner

Address Division of Youth and Family Justice, 150 William Street

City/State New York, NY

Telephone 212-341-2650

Fax # cell: 347-415-7858

E-Mail Address patricia.williams-reeder@acs.nyc.gov

Company Dutchess County Department of Community and Family Services
Contact Person Debra Bonnerwith, Deputy Commissioner
Address 60 Market Street
City/State Poughkeepsie, NY
Telephone 845-486-3004
Fax # 845-496-3090
E-Mail Address debra.bonnerwith@dfa.state.ny.us

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Company Schenectady County Department of Social Services

Contact Person Paul Brady, Commissioner
Address 797 Broadway
City/State Schenectady NY
Telephone 518-388-4470
Fax # 518-388-4644
E-Mail Address paul.brady@dfa.state.ny.us

Business History Form

13.

On June 20 of 2016, the New York State Office of Children and Family Services (OCFS) placed the Residential Treatment Center (RTC) of Berkshire Farm Center and Services for Youth (Berkshire) on Critical Incident Reporting Status based on OCFS's monitoring of Berkshire. This status was not placed on other Berkshire programs such as Foster Care, Prevention or Group Homes. Additionally it was not due to one particular incident but was based on OCFS's concerns relating to the quality of staffing, provision of clinical and therapeutic services, recreational and age appropriate activities, and physical cleanliness and physical plant issues. Critical Incident Reporting status entailed weekly unannounced site visits, weekly meetings with OCFS, and all incidents and their documentation were submitted to OCFS.

On 9/5/16, while Berkshire was still on Critical Incident Reporting Status, there was an incident at the RTC where a youth injured three youth and a staff member with a box cutter. Fortunately the injuries were relatively minor. On 9/8/16, OCFS closed the RTC's intake (no new youth could be admitted to the RTC) and the RTC remained on Critical Incident Reporting Status. OCFS conducted an investigation of the incident. OCFS finished the investigation and submitted their investigation to the Justice Center. The Justice Center has yet to issue a final determination; however Berkshire has responded to the concerns that were identified by OCFS in their investigation with a Corrective Action Plan. OCFS opened the RTC intake on a limited basis on 12/8/16 and then officially was opened without limitation on 2/8/17 but remained on Critical Incident Reporting Status.

Steps taken to improve quality of staffing, provision of clinical and therapeutic services, etc, which were designed to prevent similar incidents from reoccurring, were the following:

- The leadership of the Residential and Clinical programs was changed.
- A Risk Management Coordinator was assigned to provide full time quality assurance exclusively to the RTC program by independently monitoring and reporting on key areas of performance, such as documentation and physical plant issues.
- The RTC incident review committee meets weekly to review all incidents that occurred on campus.
- All Youth Care Counselors attended 6 weeks of enhanced weekly trainings provided by the training department.
- A Recreation staff member was hired to schedule and organize recreational activities and to provide therapeutic recreation programs.
- Therapeutic Support Specialists were based in the cottages to assist staff in identifying and preventatively responding to potential crisis situations.
- Cottage supervisors now conduct random camera reviews and in-person spot checks on direct care staff and process that information with staff in supervision meetings.
- Maintenance staff conduct daily walk-throughs of each living unit on campus to check for any maintenance or physical plant issues.
- The Positive Behavior Intervention and Supports (PBIS) system was implemented. Youth earn points throughout the day in school or in the cottage and those points are used to earn privileges.

- Clinicians now meet weekly with the cottage supervisor and attend the weekly cottage staff meeting to speak toward clinical issues affecting the youth. Additionally, Clinicians read and make regular entries into the cottage log to enhance communication.
- Clinicians receive weekly group supervision, in addition to their regular individual supervision, with the Chief Clinical Officer.
- Weekly Power Source and independent living groups are conducted with youth. Power Source is a model that teaches self-regulation skills to youth.

On 4/7/17, Berkshire's status changed from Critical Incident Review status to Heightened Supervision status. Instead of meeting weekly with OCFS and having weekly unannounced site visits we now have a monthly meeting with OCFS and a monthly unannounced site visit.



BERKSHIRE

FARM CENTER & SERVICES FOR YOUTH

13640 State Route 22
Canaan, NY 12029
(518) 781-4567

www.berkshirefarm.org

Jim Dennis
*President and
Chief Executive Officer*

A. Agency Resume

- (i) Date of Formation: 01/01/1886
- (ii) Not-for-profit corporation – no one has a financial interest in the Agency
- (iii) Officers and Directors –
 - a. Board of Directors - attached
 - b. Officers: James Dennis CEO
24 Crawford Drive, Ballston Spa, NY 12029

Nicole McArthur CFO
71 Knollwood Drive, Valatie, NY 12184

Business address of both officers is same as Agency address

- (iv) State of incorporation – New York State
- (v) Number of employees – approximately 600
- (vi) Annual revenue – \$42 million
- (vii) Summary of relevant accomplishments – attached
- (viii) Copies of all state and local licenses and permit - attached

Changing Lives, Creating Futures!
Founded in 1886



a member of



Council of Family Child-Caring Agencies

a member of



a member of



Business History Form

A. Detailed Description of Professional Qualifications, Demonstrated Extensive Experience

Berkshire Farm Center and Services for Youth has been providing services to youth and families since 1886 at its Residential Treatment Center and for more than 50 years in communities across New York State. Berkshire's mission is: *"to strengthen children and families so they can live safely, independently, and productively within their home communities."* The agency is driven by its core values: *passion, excellence, innovation, community, self-care, and impact*. Berkshire reaches more than 5,000 children and families throughout New York State annually with community-based prevention, foster care, group home and residential services. The Agency has more than a dozen regional offices around the state, as well as six group homes, two non-secure detention facilities, and hundreds of foster homes. Berkshire is licensed by the New York State Office of Children and Family Services and the New York State Office of Alcoholism and Substance Abuse Services. Berkshire is accredited by the Council on Accreditation, and Berkshire Union Free School District is certified by the New York State Department of Education as a public high school.

Throughout its rich history, Berkshire has been a pioneer in responding to local needs across New York State – helping create stronger families, neighborhoods and communities. Currently, the agency provides a comprehensive system of care that includes home, school and community based prevention programs, respite services, therapeutic and treatment foster care and adoption services, group homes, secure and non-secure detention, and the residential treatment center. Berkshire's innovative programs provide children and families the opportunity to learn how to lead healthy, productive lives together. Programming is trauma-informed, strength-based, family focused, culturally sensitive, and children and families are active participants and partners at all levels of services.

Date of Formation: January 1, 1886

Name, addresses, and position of all persons having a financial interest in the company:
Berkshire is a not-for-profit corporation. No one has a financial interest in the Agency

Name, address and position of all officers and directors of the company

- a. Board of Directors – please see attached
- b. Chief Executive Officer: Jim Dennis
24 Crawford Drive, Ballston Lake, NY 12019
- c. Chief Financial Officer: Nicole McArthur
71 Knollwood Drive, Valatie, NY 12184

Business address of each officer is same as Agency address

State of Incorporation: New York State

Number of Employees: approximately 600

Annual Revenue: \$42 million

Summary of relevant accomplishments

Berkshire has been providing community-based Prevention programming in New York State for over four decades. In that time and in response to local needs, the agency has honed its skills and developed flexible, yet consistent program models to become a leader in community-based Prevention service provision to children and families. The agency has successfully been providing Prevention Services in counties around New York State for well over four decades. As a result of the success in helping children and families, 23 counties across New York, including Albany, Schenectady, Saratoga, Columbia, Montgomery, Nassau, Erie, Niagara and Orange, currently have contracts with Berkshire specifically for Prevention Services. Below are recent statistics compiled from program annual reports to local Departments of Social Services that demonstrate the extent of that success:

- 100 percent of children and families had access to agency staff twenty-four hours a day, seven days a week.
- 96 percent of children remained safely in their homes, avoiding placement.
- 93 percent of parents increased their involvement in school and community-based activities and services.
- 90 percent of children improved their attendance and/or reduced their tardiness in school
- 98 percent avoided the filing of a PINS petition during the program year.

Copies of all state and local licenses and permits: please see attached

B. Number of Years in Business: 130 years

C. Any other information to determine Berkshire's capacity and reliability to perform services

All of Berkshire's programs are founded on best practice principles: trauma-informed, client centered, family focused programs; cultural competency; focus on safety, permanency and well-being; linkages to community supports; working knowledge of theory and practice in child welfare, juvenile justice, children's mental health; and strategies that promote positive youth development. With this foundation, Berkshire has been extremely successful in keeping children safely in their homes, improving family functioning and averting out-of-home placement,

Berkshire is resource-rich; in addition to program expertise, it has high performing departments that support the agency to maximize program effectiveness, ensure cost efficiency for all stakeholders, and ensure programs meet and exceed standards, laws and regulations at all times. IT ensures that staff has the technological tools needed to effectively and efficiently do their job, HR assists with all personnel related matters, Finance oversees all fiscal related matters, and PQI facilitates continuous quality improvement efforts to ensure optimal performance and customer satisfaction.

Berkshire operates programs through contracts with State and County agencies and through grant awards by local, State and federal funders. Berkshire complies fully with relevant laws, rules and regulations and all employees maintain appropriate qualifications and licensing to assume their job responsibilities.

CERTIFICATION

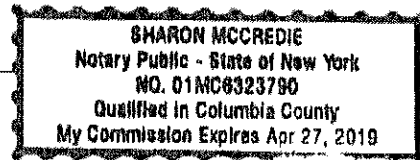
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Nicole McArthur, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13th day of November

2017

Sharon McCredie
Notary Public



Name of submitting business: Berkshire Farm Center & Services for Youth

By: Nicole McArthur

Print name

[Signature]
Signature

CFO

Title

11 / 13 / 17
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Berkshire Farm Center + services for youth

Address: 13640 State Route 22, Canaan, ny 12029

City, State and Zip Code: _____

2. Entity's Vendor Identification Number: 1000013733

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp 501(c)3 Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See Attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Berkshire Union Free School District

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 8/8/17

Signed: 

Print Name: Jim Dennis

Title: President + CEO



BERKSHIRE
FARM CENTER & SERVICES FOR YOUTH

OFFICERS & BOARD OF DIRECTORS

BOARD CHAIRMAN

Mr. Robert A. Kandel
Of Counsel
Goldberg Weprin Finkel &
Goldstein LLP
1501 Broadway, 22nd Floor
New York, NY 10036
Work 212-301-6964
Cell 914-536-0072
Home 212-580-1327
rkandel@gwfglaw.com

CHAIRMAN EMERITUS

Mr. Charles H. Mott
Managing Director
John W. Bristol & Co.
48 Wall Street 18th Floor
New York, NY 10005-2937
Work main 212-389-5880
Direct line 212-389-5890
chm@jwbristol.com

Assistant (Hedy) 212-389-5886
Fax 212-389-5885
hym@jwbristol.com

DIRECTORS

Mr. Conor Boyd
Managing Partner
Thoroughbred Advisors
1042 State Rt. 9
Queensbury, NY 12804
Direct Line 518-312-3432
Office 518-480-3119
Assistant: Caroline Dibella
Personal Email
conor_boyd@hotmail.com

Mr. Thomas Luzzi
20 Elm Street
Chatham, NY 12037
Home 518-392-3503
Cell 518-424-9398
tiluzzi@aol.com

Mr. James Matison
574 West End Avenue #7A4
New York, NY 10024
Home 310-430-1506
Work 718-623-9803 X112
jmatison@aol.com

Ms. Betty Newman
President
The Holding Company
15 East 40th Street, Suite 711
New York, NY 10016
Office 212-532-0385
Fax 212-532-1793
holdco@rcn.com

Ms. Karen Parker
1322 Cold Spring Road
Williamstown, MA 01267
Home 413-458-3815
Cell 413-588-4206
karenparker1322@gmail.com

Mr. Eric Twombly
194 Third Ave.
Milford, CT 06460
Home 203-878-5769
Cell 203-915-5941
Work Cell 203-915-5941
etwombly@optonline.net

DIRECTORS EMERITUS

Ms. Katharine McQuarrie (2012)
1641 Third Ave. #5 A
NY, NY 10128
kmcq39@gmail.com
212 369-1903
203 758-9274 (country)

Mr. Douglas M. Loudon (2013)
PO Box 378
Meriden, NH 03770
Work 603-298-7370
OVERNIGHT MAIL
24 Airport Road
West Lebanon, NH 03784
Home 603-469-3599
dloudon@loudoninv.com

Ms. Denise Clayton (2015)
Brighten Gardens
Friendship Heights
5555 Friendship Blvd., Apt. 435
Chevy Chase, MD 20815
Cell: 518 441-8753
dcc322@gmail.com

Revised 6/23/17

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

AMENDMENT NO. IV

This AMENDMENT, dated as of January 1, 2018, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, as amended by the amendment executed on behalf of the County on February 27, 2015, as amended by the amendment executed on behalf of the County on May 4, 2016 as amended by the amendment executed on behalf of the County on February 13, 2018 (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from September 1, 2013 through December 31, 2017 with an option to renew under the same terms and conditions for one (1) additional one (1) year period remaining (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Million Four Hundred Forty- Eight Thousand Eight Hundred Sixty-Six Dollars and 33/100 (\$2,448,866.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2018.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Seventy- One Thousand One Hundred Fifty Dollars and 00/100 (\$571,150.00), payable for Services rendered during the renewal term under this Amendment, so that the maximum amount that the County shall pay to the Contractor as full consideration for all

services provided under the Amended Agreement shall be Three Million Twenty Thousand Sixteen Dollars and 33/100 (\$3,020,016.33) (the "Amended Maximum Amount").

3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "B" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH



By: _____

Name: James Dennis

Title: President/CEO

Date: November 10, 2017

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF New York)

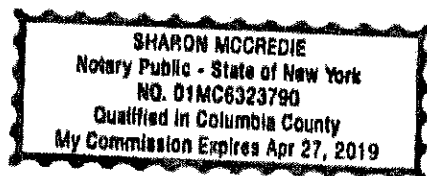
SS.:

COUNTY OF Columbia)

On the 10th day of November in the year 2017 before me personally came James Dennis _____ to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ ^{conducts business} resides in the County of Columbia; that he or she is the President & CEO of Berkshire Farm Ctr & Svcs for Youth, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Sharon McCredie



AMENDED Exhibit B
January 1, 2018 to December 31, 2018



**Nassau County Human Services
Universal Budget Form**

Contract # _____
Contract Name: Berkshire Farm Center & Services for Youth
Program Name: Nassau Family Connections 2018

Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$331,482
1b	Fringe	\$112,704
1 Total	Personnel (Salary plus Fringe)	\$444,186
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$17,500
4	Equipment	\$1,800
5	Supplies	\$1,200
6	Contractual Services	\$0
7	Rent/Utilities	\$25,000
8	Department Specific Costs	\$2,300
9	Other Costs	\$17,969
10	Administrative Overhead	\$61,195
	Gross Expenditures (Lines 1 – 10)	\$571,150
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$571,150
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$571,150

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Quality Management, Research & Planning
Department of Social Services

Date: February 22, 2018

Subject: Berkshire Farm Center & Services for Youth
Preventive Services Renewal 2018

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated November 6, 2017, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att.
10099
137743





NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

November 6, 2017

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Berkshire Farm Center & Services for Youth
Preventive Services Renewal 2018

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

A handwritten signature in black ink, reading "Michael A. Kanowitz". The signature is fluid and cursive, with a stylized "K" at the end.

Michael A. Kanowitz
Quality Management, Research and Planning

cc: Christopher Fusco, Director-Office of Labor Relations
Jerry Lariechuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURES
13792
136179

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 87, Section 87.510, Participants' responsibilities. The regulations were published as Part VII of the May 20, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Nicole McArthur, CFO

11/2017

Name and Title of Authorized Representative

m/d/yy

Signature

Date

Berkshire Farm Center & Services for Youth

Name of Organization

13640 Route 22, Canaan, NY 12029

Address of Organization



NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

Contractor Evaluation Form

Contract Number:

Contract Name: BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

Service Provided: PREVENTIVE

Evaluation Period: From: January 1, 2017 To: October 31, 2017

Evaluator's Name, Title, Phone #: THERESA MCGUINNESS

Date: 10/24/17

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				✓	
b. Timeliness of Service				✓	
c. Cost Effectiveness			✓		
d. Responsiveness to DSS Requests				✓	
e. Number of Complaints				✓	
f. Problem Resolution				✓	
Overall Performance Evaluation				✓	

Do you recommend the contractor for future contracts? Yes No

If rated 3 or lower & Yes checked, please explain below:

We have had reduced cases to assign to
Family Connections

COUNTY OF NASSAU

Inter-Departmental Memo

To: Robert Cleary
Director of Procurement Compliance

From: Paul F. Broderick *PFB*
Deputy Commissioner, Department of Social Services (DCCO)

Date: February 21, 2018

Subject: Berkshire Farm Center & Services for Youth (CLSS18000034)
(Preventive Services)

Let this memo serve to confirm that DSS has previously made you aware of the fact that the above referred to contract CQSS13000013 (CLSS18000034) is being submitted after the starting date of the services.

The 2018 contract document was originally submitted to the vendor in and around October 2017 following the submission of a proposed Line Item Budget and review of the same by DSS Accounting and Administration.

The 2017 renewal however was still being processed at that time due to, inter alia, delays caused by confusion on the part of the vendor resulting from personnel changes.

As a result of the delay, the date of execution of the 2017 renewal could not be placed into the 2018 document.

DSS was advised that the 2017 contract renewal was fully certified on February 20, 2018 and that it had been executed on behalf of Nassau County on February 13, 2018.

The appropriate revision was made to the 2018 renewal and approved by the vendor as of February 21, 2018.

The package was reviewed and a few matters required correction before submission.

The services being provided are mandated preventive services to children and concern children who are at imminent risk of foster care placement.

137723





Contract Details

E-161-13
SERVICE Preventive ServicesNIFS ID #: CQSS13000013NIFS Entry Date: 06/28/13 Term: from 09/01/13 to 12/31/14

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name <u>Berkshire Farm Center & Services for Youth</u>	Vendor ID# <u>141368125 -02</u>
Address <u>13640 Route 22, South Canaan, NY 12029</u>	Contact Person <u>Timothy Giacchetta</u> Email: <u>tgiacchetta@berkshirefarm.org</u>
	Phone <u>518 781-4567</u> Fax: <u>631-420-4460</u>

County Department
Department Contact <u>Virginia Webb</u>
Address <u>60 Charles Lindbergh Blvd</u>
Phone <u>516 227-7452</u>

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	<u>7/8/13</u>	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	<u>7/16/13</u>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>7/15/13</u>	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	<u>7/15/13</u>	<i>[Signature]</i>	
<u>7/15/13</u>	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	<u>7/16/13</u>	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	<u>7/16/13</u>	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>	<u>7/16/13</u>	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	<u>8/6/13</u>	<i>[Signature]</i>	<u>8/15/13</u>
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	<u>7/22/13</u>	<i>[Signature]</i>	



Contract Summary

Description Preventive Services

Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.

Method of Procurement: RFP was issued.

Procurement History: We have been using this vendor for many years.

Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

Impact on Funding / Price Analysis: Federal 30% State 45% County 25%

Change in Contract from Prior Procurement: No Change

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	\$
County	\$ 46,663.08
Federal	\$ 55,995.70
State	\$ 83,993.55
Capital	\$
Other	\$
TOTAL	\$ 186,652.33

LINE	INDEX/OBJECT CODE	AMOUNT
1	TT714 / SSGEN7600	\$ 186,652.33
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 186,652.33

Document Prepared By: _____

NIFS Certification I certify that this document was accepted into NIFS.		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval Name: _____ Date: <u>7/22/13</u> (For Office Use Only)	
Name: <u>Michael J. Cohen</u> Date: <u>8/29/2013</u>		Name: <u>Steven J. Schriber</u> Date: <u>8/29/13</u>		E #: _____	

RULES RESOLUTION NO. 235 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF
NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF SOCIAL
SERVICES AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-29-13
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with
Berkshire Farm Center & Services for Youth to accept referrals of children and families
for preventive services in conformity with the "The Family Connections Program", a
copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature
authorizes the County Executive to execute the said agreement with Berkshire Farm
Center & Services for Youth

RULES RESOLUTION NO. – 2013

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RESOLVED, that the Rules Committee of the Nassau County Legislature
authorizes the County Executive to execute the said agreement with Berkshire Farm
Center & Services for Youth

THIS AGREEMENT, dated as of 2/25/13 2013, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 13640 RTE 22, Canaan, New York 12029 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall be from September 1, 2013 through December 31, 2014 subject to sooner termination in accordance with this Agreement; provided, however, the Agreement may be renewed under the same terms and conditions, at the discretion of the County, for four (4) additional one (1) year terms.
2. Services. (a) The County, acting for and on behalf of the Department, hereby hires and retains the services of the Contractor to provide preventive services in support of the Nassau County Department of Social Services Children's Services Division (the "Services").

(b) The Department shall at its discretion refer children and families for preventative services to the Contractor in conformity with "The Family Connections Program," which is described in detail in "Appendix A, Scope of Work."

(c) Families referred to the Contractor for Services are those which are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. Intensive services shall be furnished to those families which are willing to commit to addressing the issues that are placing their children at "imminent risk" of out-of-home placement or issues that are preventing their children from returning to their care. "Imminent risk" is defined as "a child who will enter foster care within seven days unless there is an immediate intervention."

(d) The Contractor is obligated to meet and perform the Services of the program, which are described in detail in Appendix A and which include, but are not limited to:
 1. Individualized, trauma-informed, strength-based, culturally sensitive, family-focused treatment.

2. Responding to referrals from the Department within 24 hours of receipt, resulting in diffusion of the crisis in the family and stabilization of the family system.
3. Engaging families quickly to enable them to accept the services offered.
4. Direct treatment including school, home, and community-based interventions.
5. Intervening directly with issues as they develop in order to reduce potentially dangerous situations and defuse the potential for violence.
6. Striving toward the development of better coping skills, parenting skills and the ability to organize and manage more effectively the responsibilities of family life.
7. Increasing the ability of families to use the array of community resources available in Nassau County.
8. Staff is available 24 hours a day, seven days a week, for crisis intervention, consultation by telephone and face-to-face contacts.
9. Working collaboratively with multiple systems in the youth's life, such as family court, law enforcement, school personnel, the youth's family, community agencies, Department caseworkers, etc.
10. Intensive services consisting of small caseloads of up to three families with multiple home visits weekly as well as unlimited collateral contacts to coordinate services.
11. Staff work with families where and when it is most convenient for the family; however, at least half of the contacts will occur in the home.
12. Family Specialist will work flexible hours to accommodate family schedules.
13. Families are active participants in problem resolution and change, rather than passive recipients for services or treatment.
14. A Program Coordinator who is exclusively dedicated to the administration of this Agreement.
15. Aftercare services will be provided to each family for an additional thirty (30) days after discharge.

(e) The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel, who have direct contact with the Department's clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients.

(f) The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors, and supervisors.

(g) Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.

(h) The Contractor shall submit to the Department the following Program Evaluation: Follow-up studies of families who were served will be done after twelve (12) months. The Contractor agrees to comply with the evaluation guidelines to be provided by the New York State Office of Children & Family Services and to cooperate with the Department in the evaluation.

(i) Performance Standards. The Contractor shall comply with the following performance standards by ensuring that:

- (1) Eighty percent (80%) of the families receiving preventive services will remain intact.
- (2) Eighty percent (80%) of the youth will improve their situation enough to avoid out of home placement while in the preventive program.
- (3) Eighty percent (80%) of the families assessed to have deficits in parenting skills will show an improvement in parenting skills while in the program.
- (4) Ninety percent (90%) of the families will have an initial face-to-face meeting with the caseworker within twenty-four (24) hours of referral from the Department
- (5) Ninety percent (90%) of the families will have a family visit by the caseworker within one (1) week of referral from the Department.

(j) Reporting. (1) The Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by Department.

(2) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Preventive Services a monthly report in a format approved by the Department enumerating the following:

- i) total number of case referrals received during the month, each case shall be identified by case name and file number, date of referral, date of assessment and date of completion;
- ii) total number of youth placed in foster care;
- iii) total number of families remaining intact;
- iv) total number out of home placements;
- v) total number of families assessed to have deficits in parenting skills;
- vi) total number of families who received training in parenting skills;
- vii) total number of families seen by a caseworker who had a family visit by the caseworker within one week of initial referral; and
- viii) other statistical information requested by the Department which is relevant to the program's status and success.

(k) The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

(l) Contractor will develop a plan for a community seminar highlighting the signs and symptoms of child abuse and domestic violence, to be approved by the County and Department and implemented within six (6) months of execution of this Agreement. Contractor must conduct the community seminar at least annually throughout the duration of the term of this Agreement and agrees to provide the County and Department ten (10) day advance notice of the date of every seminar and shall provide to the Commissioner of the Nassau County Department of Social Services verification that such program has been completed.

3. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement shall not exceed Seven Hundred Forty Six Thousand Six Hundred Nine and 33/100 Dollars (\$746,609.33) (the "Maximum Amount"), to be paid in arrears on a reimbursement basis in accordance with the provisions of this Agreement. The Maximum Amount is to be encumbered as follows: initial encumbrance for Year 2013 One Hundred Eighty Six Thousand Six Hundred Fifty Two and 33/100 Dollars (\$186,652.33), subsequent encumbrance for Year 2014 to be encumbered at future date to be determined by the Department Five Hundred Fifty Nine Thousand Nine Hundred Fifty Seven and 00/100 Dollars (\$559,957.00). Each encumbrance is subject to all requisite County and other governmental approvals and the availability of funds.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

(d) Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent, as defined in Section 4 below (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the line-item budget (the "Budget") Exhibit "B" attached to this Agreement. "Exhibit B" Line-Item Budget annexed hereto, may be amended from time to time, within the Maximum Amount, as required by the Contractor, subject, however, to prior approval of the Department.

(g) Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: Living Adjustments. The lump sum cost of living adjustments for Foster Care and Preventive Services Agencies offered by the New York State Office of Children and Family Services pursuant to 00- OCFS LCM-30 will be distributed in accordance with said directive subject to continued funding, future modification and/or revocation.

(h) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

4. Independent Contractor. The Contractor is an independent Contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement relating to individuals who may receive Services, and shall maintain the confidentiality of all such information. The Contractor further agrees to implement such procedures for safeguarding Client Information as the Department shall require, including, but not limited to, compliance with Social Services Law Section 136 and 18 NYCRR 357, as amended.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The

Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify, and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor

shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain (i) Workers' Compensation Insurance shall render this contract void and of no effect and (ii) the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10 Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for Services.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this

subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations" and Circular A-133 "Exhibit B" annexed hereto. Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental

authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

(d) The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by


the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement

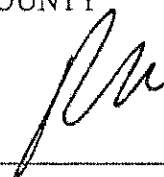
[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: 
Name: Timothy Giacchetta
Title: CEO
Date: 6/25/13

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: Chief Deputy County Executive
Title: County Executive

☐ Deputy County Executive

Date: 9/6/13

PLEASE EXECUTE IN BLUE INK

112286

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 6 day of September in the year 2013 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE0253028
Qualified in Nassau County
Commission Expires April 02, 2016

STATE OF NEW YORK)

Columbia)ss.:

COUNTY OF NASSAU)

On the 26th day of June in the year 2013 before me personally came Timothy Giacchetta to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Columbia; that he or she is the CEO of Berkshire Farm Center the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Deanna Harrington

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016

Appendix A
SCOPE OF WORK
Program Description and Staffing

Berkshire Farm Center and Services for Youth
The Family Connections Program
An Evidenced Informed Intensive Preventive Service

a. Service Summary

The Family Connections Program is a trauma informed, intensive home, community and school based program designed to address Nassau County's need for Preventive services for youth and families at imminent risk of out-of-home placement. Family Connections provides an array of services to help strengthen family functioning so youth can remain safely in their homes and communities. The target population for the Family Connections Program is children and families identified by the Nassau Department of Social Service who are involved with the Child Welfare System, families that are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. Services include intake and comprehensive assessments, crisis intervention, individual and family counseling, linkages to community resources, and instruction/assistance in interpersonal, parenting, problem solving and decision making skills. These services are provided by Family Specialists who work with a maximum of four families at a time. This level of intensity allows staff to meet with families multiple times each week, often during non-business hours to accommodate work and school schedules, to ensure that services address the strengths and needs of each family member and to be available to respond to families when they need assistance 24 hours a day, seven days a week.

The goals of the Family Connections Program are to avoid the need for children to be placed out of the home or to facilitate reunification of children and families as children return home from foster care. Outcomes for the program include rapid engagement of and service delivery to families, reduction in the number of children needing to be removed from their homes to enter out-of-home placement, and an improvement in parenting skills.

Berkshire Farm Center and Services for Youth (Berkshire) has been providing Family Connections to the children and families of Nassau County for two decades. In that time, Berkshire and Nassau County have developed a strong, effective partnership, tailoring the program to address the specific needs of the County and its children and families. As a result, the program has become a vital and prominent resource for youth and families in need of prevention services. Because of the success of Family Connections, hundreds of children have averted the need for out-of-home placement, and families have developed the skills to live and thrive as independent and productive members of their communities throughout the County.

b. Proposed Service

Program Overview

The Family Connections Program, a trauma-informed, intensive home, community and school based program, is based on the Homebuilders Model of service delivery, which was developed by the Behavioral Sciences Institute of Tacoma, Washington in 1974. This model formed the basis for family preservation programs in many states. Homebuilders' primary goal is to avoid the unnecessary placement of children outside of their homes; since its inception, it has been evaluated both formally and informally and has shown repeated positive outcomes for placement prevention and child and family functioning. The program is designed to diffuse the immediate crisis and teach family members the skills they need to live together safely. This is the foundation for Family Connections.

The Family Connections Program is built on the promotion and support of frequent and positive parent-child interactions. Based on Berkshire's years of experience providing this service, the agency has determined that the most effective strategy is to provide frequent, multiple face-to-face home visits weekly and unlimited collateral contacts for each family. The focus of these contacts is to foster the parent-child relationship in order to avoid out-of-home placement or to stabilize the family upon a child's return from foster care. Family Connections is centered on finding the strengths of each child and family member from which to build the foundation for enhanced growth and development of positive family interactions, thus avoiding out-of-home placements.

The primary consideration of the program is the safety of all family members. The major domains of life for youth include physical and mental health, family relationships, peer relationships, community relationships, education, occupational readiness and leisure/recreation. Any or all of these domains can create conflict and ultimately unsafe situations for the youth and/or families. Therefore, the *end state* for Family Connections is:

- Families will learn to prevent crises and to handle crises that do occur in a productive and safe manner, so that youth at imminent risk of placement can remain in their homes.
- Families and youth in crisis will be supported and be taught problems resolutions that encourage family unity.
- Parents/caregivers will learn skills to better parent and support their youth.
- Families will demonstrate the ability to advocate for their own basic needs and identify the array of community services available to them.

Family Connections is a short-term program. However, due to the nature and extent of problems being experienced by families served by the program, some families may need ongoing services to continue and reinforce the changes begun while in the Family Connections Program. Once the families are stabilized, program staff will link the family with appropriate community resources. It is expected that the trusting relationship established with the Family Specialists will enable families to build positive relationships with other service providers in the community, enabling them to use and benefit from community-based services while preventing the need for more costly out-of-home placement.

The Family Connections Program is founded on best practice principles:

- *Individualized, strength based, client centered family focused program design:* Family Connections is designed to empower youth and families in the program and in their lives, and families are considered 'partners' in all aspects of service delivery.
- *Cultural competence:* Berkshire is committed to ensuring cultural competence, and has developed programs to be culturally sensitive to the needs of youth, families and their communities.
- *Focus on safety, permanency planning and well-being:* All services provided by Family Specialists are designed to ensure safety and stable, permanent home environments for youth and families.
- *Specific strategies to work with persons experiencing issues related to child welfare, juvenile justice, mental health and/or substance abuse:* Throughout Berkshire's long and distinguished history of working with the population served by Family Connections to assist them with challenges that span a wide array of systems, programming has been developed and refined to address the complex and often multi-system needs of this population and their families.
- *Strategies that are trauma informed:* Berkshire has implemented the Sanctuary Model®, a trauma-informed, evidence-supported, whole culture approach designed to create or change an organizational culture. Sanctuary's objective is to improve the organization's ability to more effectively facilitate healing from psychological and social traumatic experiences and extended exposure to adversity. It promotes the development of structures, processes, and behaviors on the part of staff, clients and even the community at large. This model is being infused into all programming agency wide.
- *Strategies that promote positive youth development:* The Family Connections Program, either directly or through linkages to community based resources, provides opportunities for youth to enhance their interests, skills, and abilities to help them succeed at home, in school and in the community. These opportunities help pave the way for youth to make the transition to adulthood as productive and healthy members of their community.
- *Linkages to natural community supports:* One of the cornerstones of the Family Connections Program is to facilitate the linking of youth and families to supports in their community that they can access once their participation in the program ends. The goal of this is to promote independent, appropriate family functioning that will avert the need for out-of-home placement.
- *Working knowledge of theory and practice in child welfare, juvenile justice, children's mental health, youth services, and compliance with all rules and regulations:* Berkshire has a strong, experienced staff that has considerable expertise in the areas of child welfare, juvenile justice, mental health and youth services. Furthermore, Berkshire has developed strong relationships with local departments of social services, probation, mental health and youth services, and is a state leader in providing preventive programming. Because of Berkshire's statewide network of programming and extensive experience, Family Connections staff will have full access to this wealth of knowledge and expertise.

All Berkshire Farm programs operate in compliance with local, State and Federal rules and regulations.

Target Population: The target population for the Family Connections Program will be identified by the Nassau County Department of Social Services (NCDSS) as children and families being involved with the Child Welfare System, families that are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. The program is intended to provide intensive services to those families that are willing to commit to addressing the issues that are placing their children at imminent risk of out-of-home placement or issues that are preventing their children from returning to their care. Imminent risk is defined as "a child who will enter foster care within seven days unless there is an immediate intervention."

The Family Connections Program, as with all Berkshire Prevention programs, operates from its No Reject Policy. Every child and family will be given the opportunity to voluntarily receive services that will enable the youth to remain safely and successfully in their homes and communities.

Scope of Services

The Family Connections Program is an intensive, short-term, crisis response program that emphasizes the development of resiliency and skills that help children and their families or caregivers live safely, independently and productively within their homes and communities. The program has the following services and characteristics in order to achieve the outcome of preventing children from entering the foster care system or helping them reunify with families safely and successfully in a timely fashion:

- **Referrals:** Referrals will be accepted from the Nassau County Department of Social Services during business hours, Monday through Friday. The referrals will be responded to within 24 business hours by the Family Specialist, who will rapidly engage the family and explain the program, conduct an assessment, and determine the family's interest in and/or appropriateness for participation in the program. Over the last 30 years in Nassau County, at least 90% of referrals received by Berkshire's current Family Connections Program have been responded to the same day as receiving the referral for intake and assessment in recognition of the importance of rapid engagement for this high-need, high-risk population.
- **Crisis Intervention:** Family Specialists will respond to families immediately during times of crisis, no matter the day or time, and the Program Coordinator will be available for assistance and support. Each Family Specialist uses the energy of the crisis to move the family through and mediate the crisis. Through this process, families learn to use skills that will help them avoid crises, or respond more appropriately, in the future.

After stabilizing the crisis, the Family Specialist uses various techniques to assist the family with problem resolution, developing new behavior management skills to ease family conflicts, and with negotiating positive changes. To reinforce skills, the Family Specialist participates with the family in activities, including household chores, family discussion, communication exercises, problem solving, and activities using community resources. The

ultimate goal is to empower the family to live safely, avoid or minimize risk and/or crisis situations, and function effectively and independently.

- **Case Load Size:** Family Connections' Family Specialists will serve up to 4 youth and their families daily, with multiple home visits weekly as well as unlimited collateral contacts to coordinate services. While working with these youth and their families, the Family Specialists will also provide services to other youth within the family in an effort to avoid any or all youth from being removed from the home; therefore, the program serves the entire family and does not specifically target one youth. The Family Connections Program will provide services to a minimum of 96 families during the program year.
- **Length of Service:** The family will generally receive intensive services for 6 weeks with an option to extend up to 8 weeks. The short term, intensive nature of the Family Connections Program is significant, not only because it has proven to be highly effective, but also because it keeps the staff and family energized and motivated, helps families stay focused on immediate and specific goals to resolve the presenting crisis, and enables staff to teach whatever skills are needed to enable the family to live safely without intensive outside intervention.
- **Hours of Service:** Each Family Specialist works a flexible schedule to be available to respond to referrals and to accommodate all families' schedules and time constraints. This will include early mornings, evenings, weekends and holidays. The program operates under an immediate crisis response 24 hours a day, seven days a week, for program participants, which entails each Family Specialist being on-call for their individual caseload. The Program Coordinator is also available for assistance and supervision regardless of day or time. Each family will have cell phone numbers to contact either the Family Specialist or Coordinator in the event of a crisis situation.
- **Aftercare Services:** Families will be offered 30 days of aftercare at the County's request, *at no cost to the county*, consisting of one contact per week to ensure families are following through with community linkages and to provide support and assistance as needed.
- **Rapid Family Engagement:** The Family Connections Program utilizes a combination of models of treatment to rapidly engage the youth and families. Each Family Specialist will work intensively with youth and families by embracing Berkshire's "do whatever it takes" philosophy. Historically, this means utilizing basic counseling skills that are internalized within each Family Specialist. The strategies involved in rapid engagement involve a worker that displays empathy, understanding and foremost a non-judgmental attitude. This demeanor is a necessary condition for the family to respond to services and treatment.

Functionally, this translates into unlimited phone contacts, face-to-face contacts, immediate crisis response, transportation, and any/all needed interventions with youth and families as well as aftercare services. Specifically, Family Connections staff will go out to the home the same day of receiving the referral. While meeting with the youth and family, the Family Specialist will explain the scope of the program and have all necessary program releases signed. Prior to ending the first visit, the next return visit will be scheduled and all

emergency numbers will be given to the family (i.e. Family Specialist and Program Coordinator contact information).

- **Family Assessment:** Once the family has completed the Service Agreement, Initial Intake and Safety Assessment, the Family Specialist will begin the full assessment process. This process is strength based and family focused, and serves as the basis for the development and implementation of treatment plans for each family. The assessment process will be completed within the first seven (7) to 30 days of services, and includes:
 - *Berkshire Home Safety Assessment:* is a comprehensive assessment completed at the initial visit which identifies safety/risk factors and develops a plan to address them immediately. This is completed by the Family Specialist with youth and families within 24 hours of intake, at 30 days and again at discharge.
 - *Basic Needs Assessment:* is completed by Family Specialist with parent(s) within 48 hours of intake and again at discharge to document how the family is meeting the youth's basic needs, and helps guide planning to meet unmet needs. Areas covered include safety and risk factors, food, housing, clothing, medical/dental, educational and day care if needed.
 - *Berkshire Assessment:* to be completed within the first seven days of service to assess and identify areas of need to determine subsequent short and long term intervention strategies. Areas covered include: prior trauma, legal/law enforcement, medical, mental health/psychiatric, family, school, behavioral issues including aggression and/or domestic violence, and substance abuse.
 - *Parenting Assessment:* is completed by Family Specialist with parent(s) within 48 hours of intake and again at discharge to assess parenting communication and skills, to develop a plan to address needs or challenges identified in the assessment, to assess progress made during program participation, and to identify areas where further support and/or instruction will benefit family functioning.
 - *Psychosocial Assessment of the Youth and Family:* completed by the Family Specialist within 30 days of intake. This assessment collects information regarding the family's perception of the problem(s), family strengths and needs, and a diagnostic assessment of the youth and family's level of functioning.
 - *Ansell Casey Life Skills Assessment:* conducted with youth ages 14-21 to identify strengths and needs in preparing them to make the transition to the community and adulthood. Topics covered in the assessment include career planning, communication, work and study skills, daily living, housing & money management, home life, self-care, and social relationships. All of the needs revealed through the assessment will be incorporated into the treatment plan for direct and/or referred services.
 - *Please see attached assessments*
- **Treatment Planning Process:** The comprehensive assessment and treatment provided by the program is multi-systemic and strength-based, focused on targeting the skills and behaviors necessary for youth to develop positive decision making skills and social

connections and for parents to learn skills to improve family functioning and maintain safe households. An Initial Safety Treatment Plan is developed through a collaborative effort with the youth, family, Family Specialist, community service providers, school personnel, and the Department. The plan enumerates youth and family issues, establishes goals and outcomes to achieve them, itemizes tasks or activities to be completed by each team member, and identifies strengths and resources of the youth and family to be utilized to achieve success.

On at least a weekly basis, the Family Specialist evaluates the progress made and continuing needs with the family. Barriers to achieving outcomes and relevancy of goals are also evaluated. This immediate, ongoing and intensive response to their needs is very effective in engaging the participation of the families. From this base of trust built, the program is then able to move on to the broader set of challenges facing the families.

Thirty days after opening, the Initial Conference Safety Meeting with NCDSS and Berkshire Staff takes place. The Initial Conference Safety Summary is reviewed and the case is discussed for progress, barriers, current functioning and needs, and length of service. Depending on the determination of length of service, at six or eight weeks, the Final Conference Safety Meeting is conducted with NCDSS, Berkshire Staff and transferring agency if additional General Preventive Services are warranted. The Final Conference Safety Summary is reviewed and discussed for progress, barriers and recommended additional services. *Please see attached Initial Treatment Safety Plan, Weekly and Final Goal Review Sheet, and Initial and Final Conference Safety Summary,*

- **Therapeutic/Clinical Services:** The Family Specialist will do "whatever it takes" to address home, community and school related issues that are impacting functionality. This translates into strategies that are individualized and flexible based on the needs of each family; these are solution focused and address interpersonal (individual) and/or systemic (family, peers, school, community) factors. Interventions can occur in a number of different domains depending on the needs of the family (family, peer, school, community) and draw from a number of treatment strategies that include but are not limited to cognitive behavioral, crisis intervention, parent training and family skills building (e.g., advocacy, developing and maintaining community support), group counseling and support groups. Through the treatment process, barriers (such as poor parenting skills, mental health issues, fear of the school environment, peer pressure) that are causing issues for the family are identified, addressed, and resolved, directly or through community linkages, prior to discharge from the program. In the event additional, appropriate clinical services are deemed necessary, Berkshire staff will work closely with NCDSS to refer.

The Family Specialist will provide services that are individualized, family and community centered, flexible, culturally competent, cost-effective, and provided within established time frames. The Family Specialist will work closely with NCDSS to assure that services are being delivered and performance targets are being met.

- **Family Team Meetings:** Family Team Meetings are a family-led decision-making process that brings together individuals concerned with the safety, permanency and well-being of the children to make the best possible plans and decisions. These meeting will take place determined on the family's individual needs.

- **Counseling:** Since the goal of the program is to help youth and families live successfully and safely in their homes and communities, a major element of the program will be the provision of individual and family counseling. Counseling will focus on helping youth and families address the issues that led to crisis at home, school and/or the community, and more importantly, on helping participants develop the skills, knowledge and resources necessary to achieve outcomes and live safely and independently in the community.
- **Case Documentation:** Each Family Specialist will provide all the necessary case documentation, utilizing the New York State's Connections System as well as all required NCDSS documentation and Berkshire's clinical case management paperwork. All Berkshire services are currently standardized upon a comprehensive case management policy. This comprehensive case management policy has been updated to reflect the changes required with Connections and adheres to all Administrative Directives published by the New York State Office of Children and Family Services, as well as best practice standards set by The Council of Accreditation (COA). Berkshire's Information Technology Department ensures that all programs and program staff are able to fully utilize all electronic data systems. Progress notes will be entered within five business days of event and within two days of opening in Connections.
- **Interpreter Services:** Because family participation is so critical to goal development and treatment planning, ensuring their ability to communicate effectively during all meetings and contacts is essential. Each Family Specialist will provide assistance to parents and families in communicating with all service providers regarding issues or concerns that would affect the family's stability within the community. This will include providing interpreter services that will encompass vision or hearing impairments, as well as linguistic challenges, that interfere with communication. Since at least two program staff will be Spanish-speaking, most linguistic needs will be addressed internally, and Family Specialists will work with families to access interpreters for other language needs. Berkshire's Long Island programs, including the VISION Program, utilize the services of Sally J. Maldonado, American Sign Language Interpreter, PO Box 146, Huntington Station, NY 11746, 631-312-7245.
- **Stand-By Guardian:** Each Family Specialist will work with a family to identify an agreeable stand-by guardian for each youth in the family in case of a family crisis or emergency or in the event a family needs a "break" from one another to effectively work on treatment plans.
- **Respite Services:** The Family Connections Program will work closely with NCDSS to evaluate the need for respite on an as needed basis. In addition to situations where a family needs a "break" from one another, respite may also be used when parents do not have child care, or in cases where children are at imminent risk of placement in order to ensure their safety while that issue is addressed and resolved. Berkshire has certified foster homes that can be utilized for respite services and Family Connections staff will help coordinate those services. The Respite Rate is not included in the budget.

- **Referral Services/Community Linkages:** The Family Specialists will ensure that all family members are linked to needed services and resources based on needs identified through the intake and assessment process, or during ongoing participation in the program. The Family Specialist will facilitate linkages to the appropriate community based service provider and provide/arrange for transportation as needed. Berkshire has established working relationships with and will reach out to the following:
 - Mental Health Services
 - Freeport Pride
 - Hispanic Counseling Services
 - Central Nassau Guidance and Counseling Services
 - Peninsula Counseling Center
 - Substance Abuse Services
 - Tempo
 - Family Recovery Center Alcoholism Outpatient Clinic
 - Alcoholics Anonymous, Narcotics Anonymous
 - Al-Anon/Alateen
 - Domestic Violence Services
 - Nassau County Coalition Against Domestic Violence
 - Coalition Against Child Abuse and Neglect
 - Educational and Vocational Services
 - BOCES
 - Long Island Advocacy Center
 - Long Island Beauty School
 - EOC
 - Food Assistance
 - Catholic Charities
 - Nutrition Network
 - Meals on Wheels
 - Pantry on Wheels
 - Health Services
 - Long Island Association for AIDS Care
 - Nassau County Department of Health
 - S.N.A.P. Long Island
 - Housing Assistance
 - Family and Children's Services
 - Long Island Fair Housing
- **Identification of Community Based Resources:** In addition to identified needed support services, Family Specialists will help youth and families identify recreational and leisure activities, facilities and groups to access during and after program services end. This is of particular importance in order to connect youth with positive activities during non-school and work hours, so unsupervised time is minimized. Family activities will also be explored and encouraged. Possible resources will include:
 - Big Brothers Big Sisters of Long Island

- Cornell Cooperative Extension of Nassau County
 - Boy Scouts/Girl Scouts
 - Art League of Long Island
 - Local libraries in each Community
 - Local Museums throughout the County
 - Performing Arts Groups throughout the County – music, dance and theater
 - Nassau County Parks
- **Transportation:** With Berkshire Prevention Programs, all transportation needs will be immediately addressed through the Family Specialist until formal services are put in place. This will include ensuring that youth get to school on time and that youth and families are present for all appointments, activities and Family Court appearances.
 - **Safety:** A primary consideration for Berkshire staff is the safety of all family members. The major domains of life for youth include physical and mental health, family relationships, peer relationships, community relationships, education, occupational readiness and leisure/recreation. Any or all of these domains can create conflict and ultimately unsafe situations for the youth and/or families. Therefore, the Family Connections Program will help families learn to handle life stressors in certain domain areas in a productive and safe manner so that youth receive the instruction and support they need.
 - **Parenting Skills:** Family Specialists will provide support and education to parents to help them learn the skills necessary to keep their children safe in the home. This will happen during individual and family sessions, using age-appropriate skill-building, role playing and direct instruction.
 - **Parent Aide Services:** Depending on results of assessments, the Family Specialist will work with parents, assisting them with needed concrete instruction/support. Areas that parents may need assistance with may include: setting rules, rewards and consequences, appropriate discipline, infant care, potty training, transportation for shopping or laundry, developing morning and evening routines with children, and household organization.
 - **Social and Interpersonal Skills Building:** During individual sessions with the youth and family, each Family Specialist utilizes Albert Bandura's Social Learning Theory, which stresses the importance of observational learning. Using this theoretical framework, interpersonal and daily living skills are demonstrated consistently by the Family Specialist through role modeling and interacting whenever in contact with the family.
 - **Independent Skill Building:** For youth ages 14 and older, independent living skills programming will be available. Starting with the Ansell Casey Life Skills Assessment to determine areas of strengths and needs, individual and group instruction will be held to teach and rehearse skills as youth prepare for their futures at home and in the community. Needs identified in the Ansell Casey will also serve as a guide for linkages to community resources in areas such as vocational training and career planning.

- **Basic Skills Development:** Basic skills development will be taught and nurtured through advocacy, support, instruction, and other activities. Through these techniques, the Family Specialist will assist the parent(s) in developing crucial life skills such as age-appropriate parenting, meal planning and preparation, developing and adhering to budgets, learning to appropriately advocate for services (academic, medical, mental health, etc.) and navigating the social services system. Other skills include helping parents apply for and maintain long term benefits such as food stamps, SSI, subsidized child care, medical insurance assistance and subsidized housing, and identifying and visiting food pantries and thrift stores. As appropriate, families will be connected with community resources to ensure they are able to always meet basic needs. Food pantries, churches and thrift stores in each community will be utilized.
- **Problem Solving/Decision Making Activities:** During visits with families, Family Specialists will devote time to helping family members develop effective problem solving and decision-making skills in order to more effectively manage crises and problem situations in the future. This is an important aspect of services and will be a focal point of all home visits with both the youth and family members.
- **Educational Support and Advocacy:** When academic issues are identified in assessments or during discussions with school administrators and staff, appropriate goals and strategies to achieve them will become part of the treatment plan. Berkshire has a long history of reducing truancy and the risk of school failure, and the strategies developed through this experience will be used in Family Connections. The Family Specialist will also provide parents with assistance and support to advocate for their youth's needs, and provide youth with skills and services to succeed in school. Family Specialists will also help families identify appropriate after school programs that enhance performance and behavior and provide constructive use of leisure time.
- **Tutoring:** Tutoring services will be offered to each family member on an as needed basis. Possible resources will include local colleges such as the Hofstra and the State University of New York at Farmingdale. Any academic needs will be immediately addressed through the Family Specialist until formal services are put in place.
- **Developmentally and Age-Appropriate Programming:** Youth and families in the Family Connections Program will be offered programming that is appropriate for their ages and developmental levels.
- **Flexible Emergency Fund:** The Flexible Emergency Fund is money needed/used to help families with items and situations that are beyond the "normal" scope of program services. Examples of uses for this fund may include purchasing provisions needed to ensure the family's basic needs are met, appropriate school clothes for a child who lacks this or paying for an American Sign Language interpreter for a parent who is hearing impaired.

In summary, the core features of the program include, but are not limited to:

16. Individualized, trauma-informed, strength-based, culturally sensitive, family-focused treatment.

17. Responding to referrals from the Department within 24 hours of receipt, resulting in diffusion of the crisis in the family and stabilization of the family system.
18. Engaging families quickly to enable them to accept the services offered.
19. Direct treatment including school, home, and community-based interventions.
20. Intervening directly with issues as they develop in order to reduce potentially dangerous situations and defuse the potential for violence.
21. Striving toward the development of better coping skills, parenting skills and the ability to organize and manage more effectively the responsibilities of family life.
22. Increasing the ability of families to use the array of community resources available in Nassau County.
23. Staff is available 24 hours a day, seven days a week, for crisis intervention, consultation by telephone and face-to-face contacts.
24. Working collaboratively with multiple systems in the youth's life, such as family court, law enforcement, school personnel, the youth's family, community agencies, NCDSS caseworkers, etc.
25. Intensive services consisting of small caseloads of up to 4 families with multiple home visits weekly as well as unlimited collateral contacts to coordinate services.
26. Staff work with families where and when it is most convenient for the family; however, at least half of the contacts will occur in the home.
27. Family Specialist will work flexible hours to accommodate family schedules.
28. Families are active participants in problem resolution and change, rather than passive recipients for services or treatment.
29. Aftercare services will be provided to each family for an additional 30 days after discharge.

Staffing Pattern:

There will be six (6) Family Specialists in the Family Connections Program and each will maintain a caseload of up to four (4) families at a given time. The staff positions directly involved in the Family Connections Program are indicated in the following chart:

Title	FTE	Education/Experience
Assistant Director of Prevention	.21	MSW or Human Services equivalent with four years' experience working with youth and families and a minimum of two years of supervisory experience.
Program Coordinator	1	MSW or Human Services equivalent with two years of experience working with youth and families and a minimum of one year of supervisory experience.
Family Specialist	6	MSW or Human Services equivalent preferred, or Bachelor's degree required with a minimum of two years' experience in the human services field.
Secretary	.36	High School diploma or GED, plus two years of secretarial experience.

Staff Responsibilities:

The Program Coordinator will assist in recruiting, screening, and hiring of staff, and keep the Assistant Director of Prevention up to date on the progress, as well as any issues pertaining to a

specific family and/or the program. The Program Coordinator is also available 24/7 to provide support and guidance to Family Specialists. The Program Coordinator will be responsible for writing all monthly, quarterly and annual program and fiscal reports, and will serve as program liaison with all county and community providers. There will always be a staff member designated to cover the responsibilities of the Program Coordinator in the event of her absence.

The Family Specialist will provide all program services for youth and families, provide or arrange for any outside clinical needs for the youth and families, monitor all aspects of the daily functioning of the program, meet regularly with local services providers, assist in the coordination of educational needs, provide necessary transportation, and other duties as assigned. They will participate in the development and implementation of treatment plans; develop and maintain productive working relationships with schools, community agencies, and organizations. Each will work with up to four families on a daily basis and be available to the families 24/7.

The Program Secretary will provide administrative support to the program. This will include preparing reports and maintaining case records.

The Assistant Director of Prevention will oversee the efficiency and effectiveness of the program, provide clinical expertise in difficult cases, and keep in close contact with personnel from the Department. The Assistant Director is supervised by and works closely with the Director of Prevention; they serve as liaisons to Berkshire's Executive Council and Leadership Team.

Staffing Requirements

The Families Together Program will have a Program Coordinator, six (6) Family Specialists and one (1) Program Secretary. Berkshire intends to employ staff with the following characteristics:

- Representative of and sensitive to the community served, in terms of culture and language. This will include at least 1-2 direct service staff members who are bilingual in English and Spanish to ensure appropriate services to the large Hispanic population in the community.
- Appreciative and respectful of the cultural diversity, values and traditions of the youth and families served as well as the community as a whole.
- Experienced in crisis intervention, response and stabilization techniques.
- Knowledgeable about and skilled in engagement of youth and families.
- Experienced in working with families of youth at risk of involvement or currently involved in the juvenile justice system.
- Possessing a thorough understanding of adolescent development.
- Proficient in working with a range of families and youth with multiple and diverse needs.
- Experienced in a variety of concepts and practices regarding individual and family treatment, domestic violence issues, mental health and substance abuse assessment and treatment.
- Comfortable with and able to reach out to and develop relationships with community based service providers.

Berkshire's Supervisory Philosophy

Berkshire ensures that all staff, regardless of department, program or position, receives regular supervision. For direct care staff such as Family Specialists, supervision occurs on a weekly/bi-

weekly basis for at least one hour. The philosophy behind the supervisory process is "Supervision For Success." This model is punctuated by the premise that all employees want to succeed in their job, and it is the supervisor's responsibility to provide them with the tools, knowledge and resources so they can succeed. Starting with recognizing strengths and accomplishments, the model empowers employees to take responsibility for their actions and strive to enhance performance.

For Family Connections, the Program Coordinator will provide clinical and administrative supervision to the Family Specialists, as well as administrative supervision to the Program Secretary. The Program Coordinator will receive clinical and administrative supervision from the Assistant Director of Prevention.

Recruitment

- With the existing Family Connections Program in place there will be no delay in startup for the 2013 year. Any additional recruitment of program staff will be initiated by Berkshire and will include the placing of advertisements in local newspapers and penny savers, information on Berkshire's website, distribution of flyers, placing of newspaper articles about the program, speaking to local business and civic groups, and meeting with community groups and members.
- Candidates will be interviewed by Berkshire's staff as well as representatives from the Nassau County Department of Social Services. The process will include an initial interview, followed by a second interview for final candidates.
- Candidates will be cleared by the New York State Child Abuse Registry, and undergo criminal background checks. References and past employment will be checked as part of the recruitment and hiring process.

Training

Berkshire is committed to providing staff with trainings that optimize their performance and understanding of program services. Berkshire's philosophy is that its training and staff development programs meet and exceed all regulatory and accreditation requirements for training. Trainings are designed to provide staff with a broad understanding of the needs of youth and families with the goal of empowering them to reach their highest potential. Trainings emphasize the concept of partnership in working with children, families, communities and collateral agencies. In addition, staff is educated in policies, procedures and guidelines to assure they are prepared to exercise the responsibilities of their positions. Topics for training include but are not limited to:

- History of Berkshire, and its mission and values
- Agency Policies including: Discrimination/Harassment, HIPAA/Confidentiality and Media Relations
- Incident reporting and Casework documentation
- Professionalism and boundaries
- Safety and emergency procedures
- Therapeutic Crisis Intervention – 3 day training focused on therapeutic de-escalation techniques

- Court Proceedings
- Culturally Competent Care
- Worker safety in the field
- Team building
- Trauma Informed care/Sanctuary Model training
- Clinical training
 - Child, adolescent and adult development
 - Adventure Based Counseling Model
 - Learning Theory
 - Maslow's hierarchy of needs
 - Common mental health diagnoses and issues
 - Suicide prevention
 - Intake process and treatment planning
 - Solution Focused Therapy
 - Structural Family Therapy
 - Trauma Focused Cognitive Behavioral Treatment
 - Functional Behavioral Assessment

The initial training will take approximately one week and include the following: youth development and human behavior, HIV/Universal Precautions, how to work with a child who has ADHD, crisis intervention, the community, and how to be an effective team member. Program staff will also receive formal training at least quarterly on topics such as how to handle a crisis, work effectively with oppositional behaviors, handle loss, and other trainings identified by staff. Attendance at regional and statewide training sessions will be encouraged and team members will be included in all pertinent workshops/training sessions sponsored by Berkshire.

Training also occurs in a less formal, but extremely valuable manner in the form of peer mentoring. Family Connections Program staff, as part of Berkshire's Prevention Program Department, is part of the team of staff currently providing Prevention Services to children and families. Prevention staff is available to one another to offer assistance and answer questions regarding working with this population and working in collaboration with the County and its communities. In addition, the statewide Director of Prevention, Assistant Directors, other Program Coordinators and experienced community based staff members will be available to offer expertise and assistance.

As indicated earlier in this proposal, Berkshire pays close attention to ensuring that staff is reflective of and/or knowledgeable about the languages and cultures within the communities to be served. This starts with hiring staff from the community whenever possible and then providing them with thorough training on the characteristics of the target population and community. This is stressed at all times during program operations and includes ongoing training when appropriate.

All Family Specialists providing preventive services will successfully complete the appropriate OCFS CORE Training Program. All staff training services will be an in-kind contribution.

Effectiveness of Program

The success of Berkshire's preventive services over the past 30+ years has been based on five key beliefs/values:

1. Placement is not an option. We will continue to work day and night with the youth and families no matter the resistance or issues at hand. The only cause for removal is for safety reasons due to the level of risk for harm to self and/or others.
2. Prevention services must occur in the home. Only within the home environment will the Family Specialist truly learn the family dynamics and real issues. It is also the only way to successfully engage the family members.
3. Prevention Family Specialists must have a **passion** for the job. It is not only about their past professional experiences and education (degrees), it is much more about a commitment to do whatever it takes to truly make a difference.
4. Prevention Family Specialists must be able to "roll up their sleeves" and directly provide the needed services/treatment. This is not a case manager position. Although the Family Specialist will help locate needed community resources (i.e. substance abuse, mental health, medical, housing, etc.), their focus is direct care to the youth and families.
5. Although usually there is an identified youth needing services, Berkshire's Family Specialists will always work with the entire family. Resolutions to issues usually include the involvement of various family members – not just the identified youth or a parent.

Berkshire has been providing Prevention services for over three decades in counties around New York State including Suffolk, Nassau, Bronx, Schenectady, Albany, Schoharie, Orange, Saratoga, Columbia, Montgomery, Niagara and many more. In that time, the agency has developed and refined programming to become a leader in community-based prevention service provision. As a result of the quality of programs, 19 counties currently have contracts with Berkshire for Prevention services. Below are recent statistics that demonstrate the extent of that success:

- 100% of children and families had access to their Family Specialists or Program Coordinator twenty-four hours a day, seven days a week.
- 98% of children remained safely in their homes, avoiding placement.
- 97% of parents increased their involvement in school and community-based activities and services.
- 90% of children improved their attendance and/or reduced their tardiness in school.
- 97 % of children avoided the filing of a PINS petition during the program year.
- 95% of children remained successful in their home and communities.

For the Family Connections Programs in Nassau County, the following outcomes were achieved in 2011:

- Family Specialists provided individual and family counseling in the school and home setting for ninety seven (97) or one hundred percent (100%) of the families and their children in the program.

- Two hundred thirty-three (233) or ninety-six percent (96%) of children served in 2011 averted out-of-home placement while in the program.
- Child care services were secured for twenty-one (21) or one-hundred percent (100%) of families requiring assistance in order to maintain attendance in day treatment programs, educational services and employment searches.
- Family Specialists linked seventy-two (72) or one-hundred percent (100%) of families requiring services, with mental health providers and counselors in their communities.
- Family Specialists assisted/arranged one hundred (100) or one hundred percent (100%) Early Intervention Screenings for all children under age of five.

In addition to the outcomes listed above, Family Connections resulted in significant cost savings for Nassau County. Based on the 242 youth involved in the program, the cost of the nine (9) youth placed in Foster Care plus the cost of operating the Family Connections Program, the cost savings to Nassau County, based on a 12-month placement, is calculated as follows:

Placement	# of Children	Per Diem Rate	Yearly Rate
Foster Care	233	\$63.32	\$5,385,049
Subtotal			\$5,385,049
Less the cost of the nine (9) children place at Foster Care level			\$208,006
Less the cost of the Family Connections Program			\$547,713
Estimated savings for 2011			\$4,629,330

Estimated savings are conservatively calculated by utilizing the least restrictive environment in determining the level of care that would have been needed by the 233 children who averted placement in 2011.

Outcomes and Performance Targets:

Outcomes for the 2013 Nassau Family Connections Program are as follows:

Outcome 1: Client Screening and Assessment will be completed within 24 hours after the initial referral.

Performance Indicator 100% of all cases referred will be engaged within 24 hours.

Tracking Mechanism Success will be measured through case records, supervision and monthly reports.

Outcome 2: Service delivery will commence within 72 hours after the initial referral.

Performance Indicator 100% of all cases referred will begin service delivery within 72 hours.

<i>Tracking Mechanism</i>	Success will be measured through case records, supervision and monthly reports.
<u>Outcome 3:</u>	Reduce the number of children needing to be removed from their families during program participation.
<i>Performance Indicator</i>	80% of families receiving preventive services will remain intact.
<i>Tracking Mechanism</i>	Success will be measured through case records, reports from families and county workers.
<u>Outcome 4:</u>	Reduce the number of children needing to be removed from their home to enter out-of-home placements during program participation.
<i>Performance Indicator</i>	80% of youth served will improve their situation enough to avoid out of home placement.
<i>Tracking Mechanism</i>	Success will be measured through case records, reports from families and county workers.
<u>Outcome 5:</u>	Improved Parenting Skills
<i>Performance Indicator</i>	80% of the families assessed to have deficits in parenting skills will show an improvement in parenting skills.
<i>Tracking Mechanism</i>	Success will be measured through case records, reports from families and county workers.
<u>Outcome 6:</u>	Rapid Engagement with Referred Families
<i>Performance Indicator</i>	90 % of the families will have an initial face to face meeting with the caseworker within 72 hours of referral.
<i>Tracking Mechanism</i>	Success will be measured by intake tracking, case records and monthly reports.
<u>Outcome 7:</u>	Rapid Service Delivery with Referred Families
<i>Performance Indicator</i>	90% of the families will have a family visit by the caseworker within one week of the referral.
<i>Tracking Mechanism</i>	Success will be measured by case records, contact tracking and monthly reports.

The strategies used to achieve these outcomes and performance targets include the following:

- The strategies used to achieve the outcomes of *24 hour intake and assessment, rapid engagement, 72 hour face-to-face contact and rapid service delivery of youth and families* include: unlimited phone contact, home visits, and immediate crisis response by Family Specialists who exhibit empathy, understanding and a non-judgmental attitude. In addition, Family Specialists have flexible schedules to accommodate families' availability, and provide transportation whenever needed to facilitate family participation.
- The strategies used to achieve the outcomes of *reducing the number of youth removed from their homes into Nassau County custody during program participation and assisting families to remain intact* include: intensive home based interventions, crisis response and linkages of

youth with community resources for services surrounding such areas as financial, mental health, substance abuse and domestic violence concerns. Further strategies include: individual and family counseling, skills building and positive decision making activities.

- The strategies used to achieve the outcome of *increasing parenting skills* include: immediate crisis response, individual and family counseling, parenting instruction and assistance, problem solving and decision making activities.

These outcomes will be tracked by the Program Coordinator through staff supervision, case reviews, quarterly file audits, behavioral referrals, treatment reviews, Berkshire's internal Quality Assurance Protocols, and the Department's Weekly Prevention Reports. All program outcomes will be reviewed with the Department throughout the life of the case.

Program Monitoring and Evaluation

Evaluation will be an integral part of the program, and is designed to determine the success of the program and monitor ongoing program operations. To this end, Berkshire gathers and provides information related to program effectiveness, client long-term outcomes, client and family satisfaction, and coordinates the agency-wide program for quality improvement.

- **Supervision:** The Program Coordinator will review cases during supervision and prepare weekly reports for the Department. Supervision will occur weekly beginning the first week of program implementation. In addition, bi-weekly team meetings will be held with the entire program staff. All program forms and documentation will be reviewed and approved in order to monitor individual youth and family's progress, and ensure that all staff is providing high quality service.
- **Submitted Department Reports:** Weekly department reports will be submitted to NCDSS, including Conference invitations, weekly current cases, Connections reports, Initial and Final Conference Safety Summaries and all other reports as directed by NCDSS. Additionally, quarterly and annual reports will be submitted to the NCDSS.
- **Case Records:** case record audits will be conducted on all case files to ensure program compliance with all federal, State and local rules and regulations during and at close of a case.
- **Program Outcomes:** Information is collected from youth and families in all Berkshire's programs. This information includes how youth are progressing in relationship to specific issues such as parenting skills and family functioning.
- **Quality Improvement:** Berkshire's Performance and Quality Improvement Program (PQI) includes the agency's stakeholders in PQI processes and directly supports all programs in their full realization of program goals and the goals of the Agency. Specific QA activities are:
 - *Case Documentation Reviews:* are overseen by key agency leaders responsible for program supervision and oversight. Case documentation review criteria, procedures, and schedules are established by program area Directors and their Program Coordinators, ensuring that accrediting standards are fully met, reviews are performed quarterly, and that at least the required cumulative numbers of open and closed cases are reviewed in any fiscal year.

Results of case documentation reviews are discussed at department forums, staff meetings and individual supervision. Based on these reviews, supervisors and their teams establish lists of strengths, issues of concerns, and patterns that are used to formulate improvement plans. Staff leaders responsible for these reviews for this program are the Director and Assistant Director for Prevention.

- *Utilization Review:* Berkshire's utilization review (UR) process measures the safety, permanency and well-being goals achieved for each client, based on case documentation. The agency UR Committee, comprised of leaders of all program areas, meets regularly to ensure the review process is in place, and assesses the results of reviews. Results of the utilization reviews are summarized by the PQI Specialist and communicated to program area leaders; these results are also shared with the UR Committee that allows them to identify strengths, issues of concern, individual patterns, and overarching trends. The Committee requests corrective action steps in response to review findings in order to improve programs.
- *Program Outcomes:* PQI coordinates data collection on program outcomes. Each program conducts monthly data collection that reflects family progress in specified target areas, such as suspension from school or increased family involvement; or achievement of standards, such as minimum case contacts and after hours assistance. PQI coordinates quarterly reviews of outcomes to ensure quality and identify any deficiencies in service delivery. These deficiencies and steps taken to rectify them are explored during case reviews between program coordinators and staff members.
- *Satisfaction Surveys:* On an annual basis, youth and families, agency personnel, volunteers, and referring agencies are asked for their input and levels of satisfaction regarding various elements of the agency's services. Results of the survey help the agency as a whole, and each program, identify successes and weaknesses in service delivery and make adjustments to enhance services.
- The PQI Department oversees health and safety issues, the incident and child abuse review and reporting process, and the services utilization review. Health and safety monitors physical environment, recreation, health, and nutritional issues for each youth. The incident and child abuse review and reporting system monitors the types, indicators and frequency of any critical incidents occurring within the Agency, as well as follow-up to incidents and any allegations of child abuse. Services utilization review monitors appropriateness of admissions and the timeliness and appropriateness of aspects of the treatment process such as assessments, the quality of treatment, record maintenance and discharge planning.

Family Involvement:

Berkshire is committed to including families in every aspect of service. Regardless of program or identified client, youth, parents/caregivers and other family members are involved in family team meetings, assessments, treatment plan development and implementation, and program evaluation. This is because ultimately, it is the family's needs and strengths that determine service delivery and achievement of outcomes. Together with program staff, families' natural

supports, and relevant service providers, families will identify and secure the community supports and services they need to live safely and successfully in their homes and communities.

Evidence-Based Programs and Practice Utilized by Berkshire Farm Center and Services for Youth

Berkshire has begun implementing the Sanctuary Model® which is a trauma-informed, evidence-supported, whole culture approach designed to create or change an organizational culture. Its objective is to improve the organization's ability to more effectively facilitate healing from psychological and social traumatic experiences and extended exposure to adversity. Sanctuary promotes the development of structures, processes, and behaviors on the part of staff, clients and even the community at large.

By framing program youth's circumstances in a context of "What has happened to you?" rather than "What is wrong?," it becomes easier for not only staff, but the youth themselves to start thinking of terms of healing and growth rather than correction and morality issues as they attempt to set goals and move forward with their lives.

Sanctuary is becoming the guiding principle of inter- and intra-agency relationships as well. There has been a concerted effort in the last two years to train staff in Sanctuary methods and terminology and to have Sanctuary principles and guidelines become how Berkshire staff relates to others within Berkshire as well as to the community beyond. The Seven Commitments of Sanctuary - Nonviolence, Growth & Change, Democracy, Social Responsibility, Open Communication, Social Learning, and Emotional Intelligence - have become the touchstones of both treatment strategies that the agency uses with youth and families in all its programming, and also how the agency itself operates internally.

Berkshire also has implemented the following:

Functional Family Therapy: Functional Family Therapy (FFT) is an evidence-based, highly effective family intervention program for at risk youth and their families. FFT's intent is to prevent the need for placement or re-placement in foster care, to serve as an alternative to detention, and to expedite the reunification of youth transitioning from care. Anticipated outcomes are improvement in school attendance and performance, improved family functioning, and prevention of involvement or further involvement in the juvenile justice/child welfare systems.

Berkshire has a history of providing this model and recently reinstituted the provision of FFT to the youth and families of Schenectady County. While only specific to that one FFT program, the philosophy of the FFT model is compatible with Berkshire's programming philosophy and it resounds throughout Berkshire Prevention programs: FFT stresses the significance of engagement in the therapeutic process; has a supportive supervision model that promotes a strength-based approach to working with staff and clients; and recognizes the importance of working with community based resources to assist youth and families be successful. These premises are central to all Berkshire programming.

Ansell-Casey Life Skills Assessment: The Ansell-Casey Life Skills Assessment, for youth 14 and older, includes a collection of comprehensive online assessments, learning plans, and learning resources that can be of use engaging young people so that they can master independent life skills and build healthy relationships, which are of assistance as they approach adulthood. The tools are strength-based, and built and refined with user input and research. The assessments consist of statements about life skills domains deemed critical by youth and caregivers for successful adult living. Each youth is asked to complete the assessment upon intake and discharge to assess their basic skill level in a variety of daily living modules such as money management, peer relations, and knowledge of and use of community resources.

As mentioned on page 1 the model of practice used in Berkshire's family preservation and other community based programs including Family Connections is an integration of ecological models (MST, Henggeler & Borduin-1990, and Homebuilders; Kinney, Haapala, & Booth, 1991) that are based on Systems and Social Learning theories. These theoretical frameworks are incorporated into all programming agency-wide. In addition, Berkshire's Prevention programs are founded on principles of best practices as discussed on pages 2 and 3. Ultimately, Berkshire believes that each family is unique, with different needs and strengths. Thus, the programs are flexible enough to address the individual youth and their families in the context of, the school, the community, and any other systems in which the youth is imbedded.

Location and Description of Office

Berkshire's Long Island Office, located on the border of Nassau and Suffolk Counties, is "home" to Family Connections staff, but most services are provided in families' homes and local communities. In the event families need to go to the office, its location is easily accessible to the targeted community. It is centrally located off of the Long Island Expressway (I-495) and Route 110 and the Southern State Parkway. The local bus is accessible as well as the Long Island Railroad. This location is ideal as not only is it easily accessible by families throughout the county, but equally important, staff will be able to respond to youth and families without delay.

Understanding of, and Experience in Provision of Services

Berkshire Farm Center and Services for Youth is a statewide nonprofit child welfare agency with a distinguished history of working with children and families for more than 125 years. Founded in 1886, Berkshire is the largest, and one of the oldest, child welfare agencies in New York State. Berkshire's mission is: *"to strengthen children and families so they can live safely, independently, and productively within their home communities."*

Berkshire's values:

- We treat each child and family with dignity.
- We respect and honor the courage and inherent strengths of the children, families, and communities we serve.
- We view children in the context of their families and communities.
- We embrace families as partners.
- We appreciate and affirm all aspects of diversity, whether the diversity is religious, cultural, ethnic, or gender.
- We ensure children are cared for in safe, therapeutic, and caring environments.

- We ensure all services are individualized, empowering, and effectively provided; we focus on permanency and stability.
- We value and support a confident, well trained, and competent staff.

Throughout its rich history, Berkshire has been a pioneer in responding to local needs across New York State – helping create stronger families, neighborhoods and communities. Currently, the agency provides a system of care that includes community, school, and home-based prevention programs, prevention/reunification programs, therapeutic and treatment foster care, respite services, adoption services, programs for runaway and homeless youth, secure and non-secure detention, group homes, and the residential treatment center.

Berkshire has been providing services to youth and families since 1886 at its Residential Treatment Center and for more than 40 years throughout New York State. Through its system of care, Berkshire works with youth and families who are involved with many systems including Child Welfare, Juvenile Justice and Mental Health. Over time, Berkshire has developed not only strong and effective programming, but also a keen understanding of the myriad of issues, behaviors and environmental factors that are faced by the families served.

Because of this wealth of experience, Berkshire has become extremely familiar with the characteristics of this population. While each youth and family is unique, this population has many commonalities. Compounding problematic behaviors are a host of other challenges – mental health, substance abuse, behavioral, educational and family – that have added to their struggles. These youth predominantly come from impoverished neighborhoods with limited resources; they live in single parent, female-run households, often with generational histories of abuse and/or mental illness and substance abuse; many have experienced school failure; and most do not receive the structure, supervision and support they need. Because of their multiple issues, they require intensive, home and community based services to remain safely in the home. Berkshire's Prevention programs have been enhanced over the years to respond to the multi-faceted needs, challenges, and characteristics of youth, families and the communities in which they live.

Berkshire, through its array of Prevention programs across New York State, has been extremely successful in keeping youth safely in their homes, improving family functioning and averting the need for out-of-home placement, as demonstrated in these outcomes over the last five years:

- 96% of the youth served averted out-of-home placement.
- 98% of youth demonstrated a reduction in problem behaviors at home and in the community.
- 98% of children with truancy issues increased their attendance levels
- 98% of parents increased their involvement in community and school services and activities.
- 100% of youth and families increased their awareness of and access to community supports.

Capability to Provide Services

Berkshire has over 125 years of experience working directly with the target population through community based and congregate care programming. From small programs serving dozens to large, comprehensive programs that serve hundreds at a time, the agency has the capacity to:

effectively hire and maintain staff that is reflective of and responsive to the cultural and linguistic characteristics of the populations in each program; provide high quality services that are tailored to meet the needs of each community and its population; and maintain fiscal responsibility and accountability. This includes operating programs through contracts with State and county agencies and those funded through the Request for Proposal process with local, State and federal funding sources. Funders in this latter category include the New York State Office of Children and Family Services and New York State Education Department at the State level and the Administration for Children and Families and the Department of Labor at the federal level. With all programming, Berkshire is committed to full compliance with all relevant laws, rules and regulations as well as all contractual requirements. All employees maintain appropriate qualifications and licenses for their job responsibilities and the agency leadership team possesses a wealth of knowledge and expertise in issues and challenges related directly to the families served.

Berkshire has over a century of experience working with the Family Connections target population, and through the decades, programming has been tailored and refined to meet the needs of youth and families in their home communities. As a result, staff will have an array of experts and experience from which to draw. This begins with the Chief Executive Officer, Chief Program Officer, Director of Prevention and her leadership team, all who fully support this program. Even more importantly, program staff will be able to draw on Berkshire's current Prevention team, including those working in Nassau County, who can provide tremendous insight into the target population's strengths and challenges, and the communities in which they live. Finally, the Family Connections Program will have assistance of agency departments that work on behalf of all programs to maximize value to youth and families, ensure cost effectiveness for funders and that all programs meet and exceed all standards, laws and regulations. These departments include IT, Human Resources, Finance, PQI, and Development.

Capacity to Establish a Successful Partnership with Nassau County

Berkshire has worked in partnership with Nassau County for over 20 years, providing high quality community-based services to the youth and families of the county. In that time Berkshire and the Nassau County Departments of Social Services and Probation have worked together to ensure that services are refined and tailored to address and meet the specific needs of the children, families and communities of the County. Specific partners and collaborations include:

- *Nassau County Department of Social Services* will provide a liaison to coordinate referrals and support the program. The Family Connections Program staff will work in close collaboration with each youth and family's Department Case Manager.
- *Local Law Enforcement*: Family Specialists will work on a collaborative basis with local law enforcement agencies, to enlist their support in providing services to youth and families. The goal will be to reduce the need for law enforcement intervention.
- *Local School Districts*: Family Specialists will work with school districts of youth in the program who are struggling with attendance, performance and/or school behavior challenges. The goal will be to support youth's academic performance and progress.

In order to provide youth and families with comprehensive services and support, there are an array of other community-based organizations and agencies that Family Connections will reach

out to when appropriate. These are listed earlier on pages 8 and 9. In addition, Family Specialists and the Program Coordinator will reach out to the community to familiarize community members about the program and continually identify resources to expand the network of resources available to youth and families in their local communities.

c. Implementation Schedule

With the existing Family Connections Program in place there will be no delay in startup for the 2013 year. Therefore, program services for the Family Connections Program will begin on January 1, 2013.

d. Reports

At the conclusion of each program year, Berkshire provides the County with an annual report for the program. This report provides an overview of the program for the year and highlights the following:

- Description of referrals
- Presenting problems of youth and families referred to the program
- Average length of stay
- Outcomes for the years
- Success story
- Estimated cost savings
- Program statistics: number of children served, ages, ethnicity, family structure, and outcomes
- *Please see attached annual report for Nassau County Family Connections for 2011.*

e. Staffing

The agency leaders who will oversee the Family Connections Program are:

Stacy Williams, Director of Prevention, has been with Berkshire for eight years. Starting in foster care, Stacy switched her focus to Prevention. She began as a Family Specialist, and then took on more and more responsibilities, first as Program Coordinator, then as District Supervisor and currently as Director of Prevention and Non-Secure Detention Services. In her tenure at the agency, Stacy has refined her clinical skills, her supervisory skills in leading prevention programs, and her relationship-building skills in working with County departments and community based agencies, schools and community members. She is adept at motivating staff to provide the highest level of services and to appreciate the importance of establishing a presence in the community. Stacy provides leadership, support and direction to Program Coordinators and staff across New York State.

Jennifer Dane, LMSW, Assistant Director of Prevention, has been with Berkshire for the past nine years. She started as a Multisystemic Therapy (MST) Therapist in 2003, and was promoted to Prevention Program Coordinator in Schoharie County in 2005. In that role, Jennifer managed five prevention programs, worked closely with the County and community based agencies, and greatly expanded programming. In 2010, in recognition of her commitment and hard work, Jennifer was promoted to Assistant Director of Prevention, enabling her to share her skills and experience with Prevention programs across the state. Jennifer has excelled in this position, as evidenced by the great work she has accomplished overseeing Berkshire programming in New

York City and Long Island, including Berkshire's current programming in Nassau County. Jennifer has also become an active and respected participant within the network of providers of services to youth and families of Nassau County. This is accentuated by her recent invitation to serve as a member of the Nassau County Juvenile Crime Enforcement Coalition and to attend the monthly Juvenile Justice Provider Meetings.

Rene M Stratton, MSW, Program Coordinator, Nassau Family Connections, has been with Berkshire for four years. She began her career at Berkshire as a Social Worker with the Stepping Stones PINS Diversion Prevention Program. She then took on the role of Mentoring Coordinator in 2008 where she helped develop a mentoring program for youth at Berkshire's Residential Treatment Center so they were able to maintain connections with their home communities and assist in their transition when they return home. In recognition of the work she had done in Nassau and Suffolk counties, Rene was promoted to Program Coordinator of the Stepping Stones Program and ACS-funded Bronx Family Connections Program. In September of this year, Rene also became Program Coordinator of the current Family Connections Program in Nassau County. She has a great understanding of the needs of youth and families in Nassau County and has developed strong relationships with County and community based providers. Rene is a member of Long Islanders for Families and Youth, the County's, Substance Abuse Task Force, and the Nassau County Department of Health Perinatal Services Network Consortium

f. Prior Experience

Experience With the RFP services

Berkshire has been providing Family Connections to the children and families of Nassau County for 20 years and Columbia County for 17 years. In addition, Berkshire provides intensive prevention services, comparable to the services in this proposal, in Suffolk, Rensselaer, Clinton, Saratoga, Schoharie and Washington counties. All of these programs require close collaborations with the Departments of Social Services and Probation in each county as well as the network of service providers within each county and its community. Over time, these programs have helped thousands of families, among the highest need and highest risk in their counties, develop the skills, knowledge and resources necessary to avoid the need for out-of-home placement and improve family functioning. Outcomes over the past three years highlight this success:

- 94% averted the need for out-of-home placement during participating in the program
- 82% alleviated factors that placed children at risk for out-of-home placement
- 100% of families were linked with appropriate community based resources for mental health and other service needs and issues
- 96% of parents increased their involvement with services and activities at school and in the community

These outcomes demonstrate the effectiveness of Berkshire's intensive prevention programming, enabling youth to remain safely in their homes and families to function positively and productively within their communities, rather than to require youth to be placed outside of the home.

Experience With Public Sector Clients and Services of Similar Size and Scope

Berkshire has successfully been providing Prevention Services in counties around New York State for well over three decades. These services are designed to provide intensive home, school

and community-based services to preserve and strengthen the family unit and to avoid the unnecessary placement of children outside of their homes. Children and families in these programs are involved with Child Welfare, Probation, and Mental Health, as well as community based agencies and resources throughout communities and counties across New York State. Working in collaboration with county Departments of Social Services and Probation, Berkshire's Prevention Programs have been refined and enhanced to meet the needs of Counties and their youth and families. Berkshire currently has programming in 19 counties across New York State and provides 39 separate programs within those counties. They are:

- Albany County Advantage After School, Home Run, Pathways, Transitional Support Services
- Allegany County Turnabout
- Bronx Family Connections, Power Project
- Cattaraugus County FAR, Turnabout
- Clinton County Stepping Stones
- Columbia County Family Connections, Transitional Services, Prevention
- Hamilton County Home Run
- Montgomery County Stepping Stone
- Nassau County Family Connections, Families Together
- Niagara County Home Run
- Orange County Independent Living Program, Pathway
- Rensselaer County Advantage After School, Stepping Stones
- Saratoga County Short Term Prevention, Long Term Prevention, Turnabout
- Schenectady County Functional Family Therapy, Home Run, Prevention, Vision
- Schoharie County: Home Run, Project Buoyancy, Turnabout, Vision, Independent Living/Respite, Stepping Stones
- Suffolk County Stepping Stones
- Warren County Pathways
- Washington County Stepping Stones
- Columbia/Cattaraugus Pathways

As this list suggests, Berkshire provides Prevention programming across New York State, serving all localities, from small rural communities to large, urban centers. Regardless of location, Berkshire programs are tailored to meet the needs of each County and its youth and families. Similar services to the ones provided by Family Connections are provided in Schenectady, Albany, Columbia, and Saratoga counties as well as in the Bronx. These services have proven effective and helped hundreds of children and families succeed at home, in school and in their community:

- 90% of youth served in Berkshire Prevention programming avoided out-of-home placement
- 98% of parents increased their involvement in services in the community and in the school

g. Additional Information

Berkshire is committed to working with Nassau County to provide high quality programming for its youth and families. In the 20 years Berkshire has provided programs in the County, agency staff has worked in close collaboration with the County to ensure that services are matched to the

needs of the County and its families. Berkshire's commitment was recently reinforced, allowing Berkshire to expand its services in Nassau County even further. In 2010, Berkshire responded to a Request for Proposals from the New York State Office of Children and Family Services for their Community Reinvestment Program for alternative to detention programming. Berkshire reached out to Nassau County to be its partner for this program, recognizing the strength of the established relationship and understanding the need for services in its communities. The proposal, for the Families Together Program, was one of only seven awards statewide and today, that program is an important element in the system of care for the youth and families of Nassau County. In fact, in the first quarter alone, the program exceeded all outcomes for children and families, an indication of the strength of the partnership and an excellent predictor of the high quality of services yet to come.

EXHIBIT B ✓
LINE-ITEM BUDGET
September 1, 2013 – December 31, 2013



Nassau County Human Services

Universal Budget Form

Contract Name: Berkshire Farm Center and Services for Youth

Program Name: Nassau Family Connections

Budget Summary

*Select Line To
Work On Here*

	Line #	Expense type	Total \$
	1a	Salary	\$109,572.00
<u>Work on Salary and Fringe</u>	1b	Fringe	\$ 37,254.33
	1 Total	Personnel (Salary plus Fringe)	\$146,826.33
<u>Work on Line 2</u>	2	Consultant(s)	\$0
<u>Work on Line 3</u>	3	Travel / Per Diem / Transportation	\$ 7,333.33
<u>Work on Line 4</u>	4	Equipment	\$1,333.33
<u>Work on Line 5</u>	5	Supplies	\$666.67
<u>Work on Line 6</u>	6	Contractual Services	\$0
<u>Work on Line 7</u>	7	Rent/Utilities	\$10,000.00
<u>Work on Line 8</u>	8	Department Specific Costs	\$0
<u>Work on Line 9</u>	9	Other Costs	\$11,666.67
<u>Work on Line 10</u>	10	Administrative Overhead	\$14,226.00
		Gross Expenditures (Lines 1 – 10)	\$192,052.33
<u>Work on Line 11</u>	11	Revenue, Income, Agency Contribution, Matches	\$0
		Net Budget Total (Lines 1 – 10 minus line 11)	\$192,052.33
<u>Agency Contribution</u>		Agency Contribution	\$5,400.00
		Net Contract Total (Net Budget Total minus Agency Contribution)	\$186,652.33

EXHIBIT B
LINE-ITEM BUDGET
January 1, 2014 – December 31, 2014



Nassau County Human Services

Universal Budget Form

Contract Name: Berkshire Farm Center and Services for Youth

Program Name: Nassau Family Connections

Budget Summary

*Select Line To
Work On Here*

*Work on Salary
and Fringe*

Work on Line 2

Work on Line 3

Work on Line 4

Work on Line 5

Work on Line 6

Work on Line 7

Work on Line 8

Work on Line 9

*Work on Line
10*

*Work on Line
11*

*Agency
Contribution*

Line #	Expense type	Total \$
1a	Salary	\$328,716.00
1b	Fringe	\$111,763.33
1 Total	Personnel (Salary plus Fringe)	\$440,479.00
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$22,000.00
4	Equipment	\$4,000.00
5	Supplies	\$2,000.00
6	Contractual Services	\$0
7	Rent/Utilities	\$30,000.00
8	Department Specific Costs	\$0
9	Other Costs	\$35,000.00
10	Administrative Overhead	\$42,678.00
	Gross Expenditures (Lines 1 – 10)	\$576,157.00
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$576,157.00
	Agency Contribution	\$16,200.00
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$559,957.00

Line 1 -Personnel

Cost of salaries and/or wages of personnel assigned to the project

-----Contract Amount Only-----

Staff Title/Name	# of Staff	Explanation/ Description of Function/ Expense	FTE %	Salary \$	Fringe \$ - 34%	Total \$
Assistant Director Of Prevention	1	Oversees program efficiency and effectiveness, provides clinical expertise in difficult cases, and keeps in close contact with Nassau County; annual salary is \$65,000	.21 FTE	14,000	4,760	18,760
Program Coordinator	1	Recruits, screens, and hires staff; keeps Assistant Director of Prevention up to date on progress and issues of families or program; available 24/7 to staff; responsible for all program and fiscal reports; serves as program liaison to county/community providers	1 FTE	58,000	19,720	77,720
Family Specialist	2 @ 38,000	Provides all program services for youth and families; provides or arranges for outside clinical needs for the youth and families; monitor all aspects of daily program operations; meets regularly with local services providers; provides	2 FTE	76,000	25,840	101,840

		necessary; participates in treatment planning; available to families 24/7.				
Family Specialist	1	See description above	1 FTE	39,000	13,260	52,260
Family Specialist	2 @ 37,000	See description above	2 FTE	74,000	25,160	99,160
Family Specialist (masters level)	1	See description above	1 FTE	42,000	14,280	56,280
Secretary	1	Provides administrative support to the program, including preparing reports and maintaining case records; annual salary is \$32,000.	.36 FTE	11,716	3,983	15,699
Contract Manager	1	Responsible for maintaining contract with Nassau County; annual salary is \$41,000	.34 FTE	14,000	4,760	18,760
Line 4 Total		n/a	n/a	\$ 328,716	\$ 111,763	\$ 440,479

Note(s):

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the Department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A

- chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
 - d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
 - e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
 - f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
 - g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
 - h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
 - i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime

contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Timothy Giacchetta (Name)

13640 Rte. 22 Canaan, NY 12029 (Address)

518-376-1575 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor ✓ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

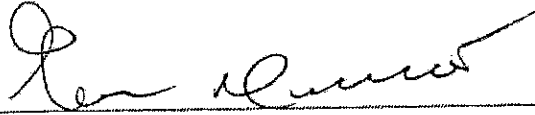
see attached explanation/description.

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

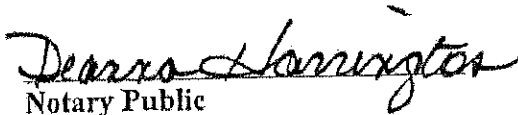
6/26/13
Dated


Signature of Chief Executive Officer

Timothy Giacchetta
Name of Chief Executive Officer

Sworn to before me this

26th day of June, 2013.


Notary Public

Deandra Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2014

1. In the past five years, Contractor X has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

On December 16, 2011, NYS Department of Labor conducted an audit at one of the agency's worksites located in Rochester, NY. The purpose of the audit was to review payroll and time records for the period of December 5, 2005 to December 5, 2011. Correspondence received from NYS Department of Labor on December 28, 2011 indicated two violations as a result of the audit.

Article 5 — Labor regulations require uninterrupted meal periods for employees working a shift of more than 6 hours. Although labor regulations do not require that these meal periods are paid, it is the policy of this agency that meal periods are paid. Because meal breaks are paid, employees may not have punched in or out for their meal period. Therefore, meal periods may not have been reflected on time records.

Article 19 — Labor regulations required that employers keep and have available for inspection records for employees. At the time of the audit, the agency was not able to produce some of the some of the time records from the earlier end of the requested timeframe. Time records from the earlier end of the requested timeframe were prior to agency's use of electronic timekeeping system and not able to be furnished at the time of the audit.

Correspondence received from NYS Department of Labor also directed that \$2,637.77 be remitted for payment to eight (8) employees who were identified during the time of the audit to be due wages for overtime worked. This amount included 25% liquidated damages. On January 18, 2012 the agency contacted the NYS Department of Labor to discuss these findings and furnish payroll records which satisfied that these eight (8) employees had, in fact, received some of the wages due. Upon review of the agency's explanation and documentation, the NYS Department of Labor accepted payment in the amount of \$1584.22 including 25% liquidated damages.

On January 25, 2013, NYS Department of Labor conducted an audit at one of the agency's worksites located in Valatie, NY. The purpose of the audit was to review payroll and timekeeping records for the period of January 1, 2011 to December 31, 2012. Correspondence received from the NYS Department of Labor on March 15, 2013 indicated one violation as a result of the audit.

Article 5 - Labor regulations require uninterrupted meal periods for employees working a shift of more than 6 hours. Although labor regulations do not require that these meal periods are paid, it is the policy of this agency that meal periods are paid. Because meal breaks are paid, employees may not have punched in or out for their meal period. Therefore, meal periods may not have been reflected on time records.

Correspondence received from NYS Department of Labor also directed that a penalty in the amount of \$100.00 be remitted for payment. This amount was paid in full.

Documentation is available upon request.

2. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

On November 24, 2010 the National Labor Relations Board for Region 3 issued correspondence alleging that the agency violated Section 8(a)(1) and (5) of the Act by unilaterally changing the health insurance coverage for bargaining unit employees, establishing Health Reimbursement Accounts (HRA's) for bargaining unit employees and that resulted in increased out-of-pocket expenses for the employees.

On May 27, 2011 a decision was issued finding that the agency had violated the Act as alleged.

On November 2, 2011, the parties reached a Board settlement resolving the issues in the above matter which included payment to nine (9) bargaining unit employees for the combined amount of \$12,358.16 as a make whole payment for health insurance out-of-pocket expenses incurred.

On January 4, 2012, the Regional Director approved the settlement. Payment was promptly issued and the mandatory notices to employees were posted for required timeframe.

On March 27, 2012, the case was closed.

Documentation is available upon request.

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as BERKSHIRE FARM CENTER & SERVICES FOR YOUTH, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Timothy Glacchetta, CEO
~~Notary Public~~, ~~Added Secretary~~
Corporate title

of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of September 1, 2013 through December 31, 2013, subject to renewals at Nassau County's option for four (4) additional one (1) year terms.

Nancy McGuire
Officer

Sworn to before me this 26th
day of June 2013

Deanna Harrington
NOTARY PUBLIC

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016



Contract Details

SERVICE: Preventive Services

NIFS ID #: CQSS13000024

NIFS Entry Date: 02/06/15

Term: from 01/01/15 to 12/31/15

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution RES# <input type="checkbox"/>

1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name: Berkshire Farm Center & Services for Youth	Vendor ID# 14136812562
Address: 13649 Route 22 South Canaan, NY 12029	Contact Person: Timothy Giachetta E-mail: timgiachetta@berkshirefarm.org Phone: 518-781-4567 Fax: 631-420-4460

County Department
Department Contact: Michael A. Kanowitz
Address: 60 Charles Lindbergh Blvd.
Phone: 516-227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept.) NIFS App'd (Dept. Head)	<input type="checkbox"/> 2/13/15	<i>[Signature]</i>	
	OXIB	NIFS Approval	<input type="checkbox"/> 2/23/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/24/15	County Attorney	CI RE & Insurance Certification	<input checked="" type="checkbox"/> 2/24/15	<i>[Signature]</i>	
4/24/15	County Attorney	CI Approval as to term	<input checked="" type="checkbox"/> 2/24/15	<i>[Signature]</i>	
	Legislative Affairs	Fwd Original Contract to CI	<input type="checkbox"/>		
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2/24/15	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 2/24/15	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input type="checkbox"/> 3/19/15	<i>[Signature]</i>	
2/27/15	County Executive	Notification Filed with Clerk of the Co.	<input checked="" type="checkbox"/> 2/27/15	<i>[Signature]</i>	

Contract Summary

Description: Preventive Services

PR5254 (8/01)



Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.

Method of Procurement: RFP was issued.

Procurement History: We have been using this vendor for many years.

Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

Impact on Funding / Price Analysis: Federal 30% State 45% County 25%

Change in Contract from Prior Procurement: No change

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	11714
Transaction:	CQ

RENEWAL	
u Increase	
u Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$139,989.25
Federal	\$167,987.10
State	\$251,980.65
Capital	\$
Other	\$
TOTAL	\$559,957.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3	SSGEN7600 11714	\$559,957.00
4		\$
5		\$
6		\$
TOTAL		\$559,957.00

Document Prepared By:

Date:

NYS Certification I certify that this document was prepared in accordance with the provisions of the General Services Law, Article 17, Section 130.	Comptroller Certification I certify that the amount of the balance sufficient to cover this contract is present in the appropriate account.	County Executive Approval Name: <i>[Signature]</i> Date: <i>2/27/15</i>
Name: <i>[Signature]</i> Date: <i>3/17/15</i>	Name: <i>[Signature]</i> Date: <i>3/17/15</i>	E #:

121837

AMENDMENT NO. 1

This AMENDMENT, dated as of _____, 2015, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, The term of the Original Agreement is from September 1, 2013 through December 31, 2014 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods remaining (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Seven Hundred Forty Six Thousand Six Hundred Nine Dollars and 33/100 (\$746,609.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Fifty Nine Thousand Nine Hundred Fifty Seven Dollars and 00/100 (\$559,957.00), payable for Services rendered during the renewal term under this Amendment, so that the maximum amount that the County shall pay to the Contractor as full consideration for all services provided under the Amended Agreement shall be One Million Three Hundred Six Thousand Five Hundred Sixty Six Dollars and 33/100 (\$1,306,566.33) (the "Amended Maximum Amount").


3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "B" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.


(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: 
Name: Timothy Giacchetta
Title: President / CEO
Date: 12/23/14

NASSAU COUNTY

By: 
Name: Chandra Ribando
Title: County Executive
☒ Deputy County Executive
Date: 2/27/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the 27 day of February in the year 2015 before me personally came Charles R. Bando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

in Law of Nassau County.
Conetta A. Petrucci
 CONNETTA A. PETRUCCI
 Notary Public, State of New York
 No. 0156623026
 Com. Exp. in Nassau County
 Commission Expires April 02, 2016

STATE OF New York)
COUNTY OF Columbia)ss.:

On the 23rd day of December in the year 2014 before me personally came Timothy Giacchetti to me personally known, who, being by me duly sworn, did depose and say that he or she ^{does business} resides in the County of Columbia; that he or she is the (CEO) of Berkshire Farm Partners, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Deanya Harrington
Notary Public, State of New York
No. 01H6196253
Qualified in Rensselaer County
Commission Expires Nov. 10, 2012

AMENDED Exhibit B
January 1, 2015 to December 31, 2015



**Nassau County Human Services
Universal Budget Form**

Contract # _____

Contract Name: Berkshire Farm Center & Services for Youth

Program Name: Nassau Family Connections

Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$328,716
1b	Fringe	\$111,763
1 Total	Personnel (Salary plus Fringe)	\$440,479
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$22,000
4	Equipment	\$4,000
5	Supplies	\$2,500
6	Contractual Services	\$0
7	Rent/Utilities	\$30,000
8	Department Specific Costs	\$0
9	Other Costs	\$19,500
10	Administrative Overhead	\$41,478
	Gross Expenditures (Lines 1 – 10)	\$559,957
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$559,957
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$559,957



E-13-16

Contract Details

SERVICE Preventive Services

NIFS ID #: CLSS16000005

NIFS Entry Date: 12/22/15

Term: from 01/01/16 to 12/31/16

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Berkshire Farm Center & Services for Youth	Vendor ID#141368125-02
Address 13640 Route 22, South Canaan, NY 12029	Contact Person Timothy Giacchetta E-mail: mailtgiacchetta@berkshirefarm.org Phone 518 781-4567 Fax: 631 420-4460

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd.
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> 12/22/15	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/> 12/28/2015	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/30/15	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 12/30/15	<i>[Signature]</i>	
12/30/15	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 12/30/15	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 1/8/16	<i>Cocetta A. Petrucci</i>	
	Rules <input checked="" type="checkbox"/> Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	<input type="checkbox"/> 03/10/2016	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 4/17/16	<i>[Signature]</i>	
1/6/16	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 1/6/16	<i>[Signature]</i>	

Contract Summary

Description: Preventive Services

PR5254 (8/04)



Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.

Method of Procurement: RFP was issued.

Procurement History: We have been using this vendor for many years.

Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

Impact on Funding / Price Analysis: Federal 30% State 45% County 25%

Change in Contract from Prior Procurement: No change

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$142,787.50
Federal	\$171,345.00
State	\$257,017.50
Capital	\$
Other	\$
TOTAL	\$571,150.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3		\$
4	SSGEN7600/TT714	\$571,150.00
5		\$
6		\$
<i>Q. Inmate 12/30/15</i> TOTAL		\$571,150.00

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>Club</i>
Name <i>Club</i>	Name <i>Club</i>	Date <i>1/6/16</i>
Date <i>4/12/16</i>	Date <i>4/11/16</i>	(For Office Use Only)
		E #:

125792

E-13-16

RULES RESOLUTION NO. 48-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF
OF THE DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE
FARM CENTER & SERVICES FOR YOUTH

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-22-16
VOTING:
ayes 4 nays 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Berkshire Farm Center and Services for Youth extending the term and extending payment, respecting the providing services to children and families for preventive services as they pertain to those who are at immediate risk of having a child placed in foster care, a copy said amendment which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Berkshire Farm Center and Services for Youth.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF
OF THE DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE
FARM CENTER & SERVICES FOR YOUTH

WHEREAS, the County has negotiated an amendment to a personal services agreement with Berkshire Farm Center and Services for Youth extending the term and extending payment, respecting the providing services to children and families for preventive services as they pertain to those who are at immediate risk of having a child placed in foster care, a copy said amendment which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Berkshire Farm Center and Services for Youth.

AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2016, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, as amended by the amendment executed on behalf of the County on February 27, 2015 (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, The term of the Original Agreement is from September 1, 2013 through December 31, 2015 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods remaining (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Million Three Hundred Six Thousand Five Hundred Sixty Six Dollars and 33/100 (\$1,306,566.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.


NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016.


2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Seventy One Thousand One Hundred Fifty Dollars and 00/100 (\$571,150.00), payable for Services rendered during the renewal term under this Amendment, so that the maximum amount that the County shall pay to the Contractor as full consideration for all services provided under the Amended Agreement shall be One Million Eight Hundred Seventy Seven Thousand Seven Hundred Sixteen Dollars and 33/100 (\$1,877,716.33) (the "Amended Maximum Amount").

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: 
Name: Jim Deppis
Title: CEO
Date: 11/23/15

NASSAU COUNTY

By: 
Name: Charles Ribando
Title: County Executive
☒ Deputy County Executive
Date: 5/4/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

§§.

COUNTY OF NASSAU)

On the 4 day of May in the year 2016 before me personally came Charles Roberts to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



STATE OF *New York*)

155.

COUNTY OF *Columbia*

On the 23rd day of November in the year 2015 before me personally came Jim Dennis to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ ^{does business} resides in the County of Columbia; that he or she is the Interim CEO of Berkshire Farm Center, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Deanna Harrington
Deanna Harrington

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016

AMENDED Exhibit B
January 1, 2016 to December 31, 2016



**Nassau County Human Services
Universal Budget Form**

Contract # _____
Contract Name: Berkshire Farm Center & Services for Youth
Program Name: Nassau Family Connections

Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$329,561
1b	Fringe	\$112,051
1 Total	Personnel (Salary plus Fringe)	\$441,612
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$20,500
4	Equipment	\$1,500
5	Supplies	\$1,500
6	Contractual Services	\$0
7	Rent/Utilities	\$30,000
8	Department Specific Costs	\$2,500
9	Other Costs	\$21,615
10	Administrative Overhead	\$51,923
	Gross Expenditures (Lines 1 – 10)	\$571,150
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$571,150
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$571,150



NIFS ID:CLSS17000032 Department: Social Services

Capital:

SERVICE: Preventive

Contract ID #:CQSS13000013 NIFS Entry Date: 28-AUG-17 Term: from 01-JAN-17 to 31-DEC-17

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

Vendor Info:	
Name: Berkshire Farm Center & Services for Youth	Vendor ID#: 141368125
Address: 13640 Route 22 Canaan, NY 12029	Contact Person: Jim Dennis
	Phone: 518 781-4567

Department:
Contact Name: Michael Kanowitz
Address: 60 Charles Lindbergh Blvd.
Phone: 516 227-7452

Routing Slip

Department	NIFS Entry: X	07-SEP-17 -- MKANOWITZ
Department	NIFS Approval: X	13-SEP-17 -- MKANOWITZ
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	14-SEP-17 -- RDALLEVA
OMB	NIFS Approval:	08-SEP-17 -- AROMANO
County Atty.	Insurance Verification: X	13-SEP-17 -- AAMATO
County Atty.	Approval to Form: X	13-SEP-17 -- DGRIPPO
Dep. CE	Approval: X	31-OCT-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	15-SEP-17 -- MREYNOLDS
Legislature	Approval: X	15-NOV-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	31-JAN-18 -- RBURKERT
NIFA	NIFA Approval: X	07-FEB-18 -- MKWIATKOWSKI

Contract Summary

Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.
Method of Procurement: RFP was issued.
Procurement History: We have been using this vendor for many years.
Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.
Impact on Funding / Price Analysis: Federal 30% State 45% County 25%
Change in Contract from Prior Procurement: No change
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	76	Revenue				\$ 0.00
Resp:	7600	Contract:				\$ 0.00
Object:	TT714	County	\$ 142,787.50			\$ 0.00
Transaction:	CQ	Federal	\$ 171,345.00			\$ 0.00
Project #:		State	\$ 257,017.50			\$ 0.00
Detail:		Capital	\$ 0.00	SSGEN7	SSGEN7600/TT714	\$ 571,150.00
		Other	\$ 0.00	600/TT714		
		TOTAL	\$ 571,150.00			\$ 0.00
					TOTAL	\$ 571,150.00

AMENDMENT NO. III

This AMENDMENT, dated as of January 1, 2017, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, as amended by the amendment executed on behalf of the County on February 27, 2015, as amended by the amendment executed on behalf of the County on May 4, 2016, (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, The term of the Original Agreement is from September 1, 2013 through December 31, 2016 with an option to renew under the same terms and conditions for two (2) additional one (1) year periods remaining (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Million Eight Hundred Seventy Seven Thousand Seven Hundred Sixteen Dollars and 33/100 (\$1,877,716.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Seventy One Thousand One Hundred Fifty Dollars and 00/100 (\$571,150.00), payable for Services rendered during the renewal term under this Amendment, so that the maximum amount that the County shall pay to the Contractor as full consideration for all services provided under the Amended Agreement shall be Two Million Four Hundred Forty

Eight Thousand Eight Hundred Sixty Six Dollars and 33/100 (\$2,448,866.33) (the "Amended Maximum Amount").

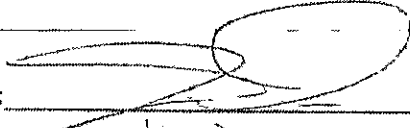
3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "B" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

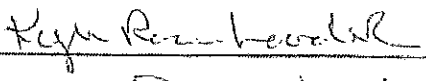
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: 
Name: Jim DeWitt
Title: President & CEO
Date: 8/8/17

NASSAU COUNTY


By: 
Name: Kyle Rose-Lindor
Title: County Executive
☒ Deputy County Executive
Date: 9/18/18

PLEASE EXECUTE IN BLUE INK

131171

On the 13 day of February in the year 2018 before me personally came Kyle Rose - Lauer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Tanya L. Carter

 TANYA L CARTER
Notary Public, State of New York
No. 01CA8072855
Qualified in Nassau County
Commission Expires April 15, 2018

On the 24th day of August in the year 2017 before me personally came Jim Deppis to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Berkshire; that he ~~or she~~ is the President & CEO of Berkshire Farm Center, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

James Buchanan



AMENDED Exhibit B
January 1, 2017 to December 31, 2017



**Nassau County Human Services
Universal Budget Form**

Contract # _____

Contract Name: Berkshire Farm Center & Services for Youth

Program Name: Nassau Family Connections

Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$331,746
1b	Fringe	\$112,794
1 Total	Personnel (Salary plus Fringe)	\$444,540
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$19,500
4	Equipment	\$1,500
5	Supplies	\$1,500
6	Contractual Services	\$0
7	Rent/Utilities	\$30,000
8	Department Specific Costs	\$2,500
9	Other Costs	\$19,687
10	Administrative Overhead	\$51,923
	Gross Expenditures (Lines 1 – 10)	\$571,150
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$571,150
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$571,150



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JLT Specialty Insurance Services, Inc. 22 Century Hill Dr. Suite 102 Latham NY 12110	CONTACT NAME: Justin Riccio PHONE (A/C, No, Ext): 518-782-3111 E-MAIL: Justin.Riccio@jltus.com ADDRESS: Justin.Riccio@jltus.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Indemnity Insurance Company of North America		43575
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 86317645

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ I \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	Y WLR C64781431	12/31/2017	12/31/2018	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

County of Nassau 60 Charles Lindbergh Blvd. Uniondale NY 11553-3686	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2017

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PRODUCER
JLT Specialty Insurance Services, Inc.
22 Century Hill Dr.
Suite 102
Latham NY 12110

CONTACT
NAME: Justin Riccio
PHONE (A/C, No, Ext): 518-782-3111
E-MAIL: Justin.Riccio@jltus.com
FAX (A/C, No):

INSURED
BERKFAR-01
Berkshire Farm Center & Services For Youth
13640 State Route 22
Canaan NY 12029

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Indemnity Insurance Company	18058
INSURER B:	Indemnity Insurance Company of North America	43575
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 574288777

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	PHPK1754726	12/31/2017	12/31/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK1754726	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	PHUB911893	12/31/2017	12/31/2018	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C64781431	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			PHPK1754726	12/31/2017	12/31/2018	Each Incident Limit	1,000,000
							Aggregate Limit	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau and Nassau County Department of Social Services are included as Additional Insured with respects to General Liability and Automobile Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Nassau
Nassau County Department of Social Services
60 Charles Lindbergh Blvd.
Uniondale NY 11553

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/7/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER JLT Specialty Insurance Services, Inc. 22 Century Hill Dr. Suite 102 Latham NY 12110		CONTACT NAME: Justin Riccio PHONE (A/C No., Ext.): 518-782-3111 E-MAIL: Justin.Riccio@jltus.com FAX (A/C No.):	
INSURED Berkshire Farm Center & Services For Youth 13640 State Route 22 Canaan NY 12029		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Co INSURER B: Indemnity Insurance Company of Nort INSURER C: INSURER D: INSURER E: INSURER F:	
BERKFAR-01		NAIC # 18058 43575	

COVERAGES **CERTIFICATE NUMBER:** 2035113471 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTD.	TYPE OF INSURANCE	ADDITIONAL INSURED	BOBRI W/O	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK1590096	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK1590096	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$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"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$10,000 <input checked="" type="checkbox"/> CLAIMS-MADE	Y	Y	PHUB567093	12/31/2016	12/31/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C49108795	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> DTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			PHPK1590096	12/31/2016	12/31/2017	Each Incident Limit 1,000,000 Aggregate Limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau and Nassau County Department of Social Services are included as Additional Insured with respects to General Liability and Automobile Liability when required by written contract.

CERTIFICATE HOLDER

County of Nassau
Nassau County Department of Social Services
60 Charles Lindbergh Blvd.
Uniondale NY 11553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Justin Riccio



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier	
1a. Legal Name & Address of Insured (use street address only) BERKSHIRE FARM CENTER AND SERVICES FOR YOUTH 13640 ROUTE 22 CANAAN, NY 12029 <small>Work Location of insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured 518-781-1814 1c. NYS Unemployment Insurance Employer Registration Number of Insured 0452780 1d. Federal Employer Identification Number of Insured or Social Security Number 14-1368125
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT 3b. Policy Number of Entity Listed in Box "1a" LNY638592 3c. Policy effective period: 07/01/2017 to 06/30/2018
4. Policy covers: A. <input checked="" type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law B. <input type="checkbox"/> Only the following class or classes of employer's employees: <small>Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits Insurance coverage as described above.</small> Date Signed: 07/19/2017 By: <i>Keri Miller</i> <small>(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</small> Telephone Number: (800) 454-7020 Title: Manager	
IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law, mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 1	
PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)	
State of New York Workers' Compensation Board According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees. Date Signed: _____ By: _____ <small>(Signature of NYS Workers' Compensation Board Employee)</small> Telephone Number: _____ Title: _____	

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2017

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PRODUCER JLT Specialty Insurance Services, Inc. 22 Century Hill Dr. Suite 102 Latham NY 12110	CONTACT NAME: Justin Riccio PHONE (A/C, No, Ext): 518-782-3111 FAX (A/C, No): E-MAIL Address: Justin.Riccio@jltus.com
INSURED Berkshire Farm Center & Services For Youth 13640 State Route 22 Canaan NY 12029	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058 INSURER B: Indemnity Insurance Company of North America 43575 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 574288777

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK1754726	12/31/2017	12/31/2018 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK1754726	12/31/2017	12/31/2018 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	PHU8611893	12/31/2017	12/31/2018 EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N	WLR C64781431	12/31/2017	12/31/2018 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK1754726	12/31/2017	12/31/2018 Each Incident Limit 1,000,000 Aggregate Limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

CANCELLATION

County of Nassau
Nassau County Department of Social Services
60 Charles Lindbergh Blvd.
Uniondale NY 11553

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AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2017

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PRODUCER JLT Specialty Insurance Services, Inc. 22 Century Hill Dr. Suite 102 Latham NY 12110	CONTACT NAME: Justin Riccio PHONE (A/C, No, Ext): 518-782-3111 E-MAIL ADDRESS: Justin.Riccio@jltus.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Indemnity Insurance Company of North America INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Berkshire Farm Center & Services For Youth 13640 State Route 22 Canaan NY 12029	NAIC # 43675

COVERAGES

CERTIFICATE NUMBER: 86317645

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR C64781431	12/31/2017	12/31/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

County of Nassau 60 Charles Lindbergh Blvd. Uniondale NY 11553-3686	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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E-37-18

NIFS ID:CLDA17000019 Department: District Attorney

Capital:

SERVICE: COURT REPORTING SERVICES

Contract ID #:CQDA13000001 06 NIFS Entry Date: 07-DEC-17 Term: from 01-JAN-17 to 31-DEC-17

Amendment
Time Extension:
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: PRECISE COURT REPORTING SERVICES, INC.	Vendor ID#: 11-2975988
Address: 200 OLD COUNTRY ROAD SUITE 500 MINEOLA, NY 11501	Contact Person: FLORENCE SEFF, PRESIDENT & C.E.O.
	Phone: 516-747-9393

Department:
Contact Name: ROBERT MCMANUS, DIRECTOR OF OFFICE SERVICES
Address: NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE 262 OLD COUNTRY ROAD MINEOLA, NY 11501 Phone: 516-571-3354

2016 MAR - 9 A 11:25
 NASSAU COUNTY
 CLERK OF SUPREME COURT
 SIGNATURE

Routing Slip

Department	NIFS Entry: X	12-DEC-17 -- VCORDOVA
Department	NIFS Approval: X	18-DEC-17 -- RCMANUS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	18-DEC-17 -- RDALLEVA
OMB	NIFS Approval: X	18-DEC-17 -- MSEIDLER
County Atty.	Insurance Verification: X	18-DEC-17 -- JDELLE

County Atty.	Approval to Form: X	18-DEC-17 -- JDELLE
Dep. CE	Approval: X	25-JAN-18 -- TFOX
Leg. Affairs	Approval/Review: X	19-DEC-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: ADDITIONAL FUNDS IN THE AMOUNT OF \$30,000.00 TO COVER INVOICES FOR 2017 CONTRACT YEAR.
Method of Procurement: RFP# DA0625-1221 WAS ISSUED ON 07/06/2012 IN ACCORANCE WITH ALL APPLICABLE NASSAU COUNTY RULES, REGULATIONS AND PROCEDURES.
Procurement History: RFP# DA0625-1221 WAS ISSUED ON 07/06/2012. SEVEN (7) BIDS WERE RECEIVED. A SELECTION COMMITTEE IDENTIFIED THREE (3) BIDS AS HAVING THE HIGHEST SCORES BASED UPON THE CRITERIA DETAILED IN THE RFP. THOSE THREE (3) BIDDERS WERE ASKED TO SUBMIT A BEST AND FINAL OFFER. PRECISE COURT REPORTING SERVICES, INC. AND SUZANNE HAND & ASSOCIATES, INC., SUBMITTED THE TWO (2) BIDS WITH THE LOWEST COST OF THE THREE (3) FIRMS THAT WERE ASKED TO SUBMIT A BEST AND FINAL OFFER.
Description of General Provisions: TO ADD \$30,000.00 TO COVER OUTSTANDING INVOICES FOR THE 2017 CONTRACT YEAR.
Impact on Funding / Price Analysis: FUNDS FOR THIS INCREASE ARE AVAILABLE IN OUR 2017 BUDGET SUBMISSION.
Change in Contract from Prior Procurement: FUNDS FOR THIS INCREASE ARE AVAILABLE IN OUR 2017 BUDGET SUBMISSION.
Recommendation: (approve as submitted) APPROVE AS SUBMITTED

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	DA10	Revenue		1	DAGEN1100/DE500	\$ 30,000.00
Resp:	DAGEN1100	Contract:				\$ 0.00
Object:	DE500	County	\$ 30,000.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 30,000.00		TOTAL	\$ 30,000.00

RENEWAL	
% Increase	
% Decrease	

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: PRECISE COURT REPORTING SERVICES, INC.

2. Dollar amount requiring NIFA approval: \$30000

Amount to be encumbered: \$30000

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 01/01/13 TO 12/31/17

Has work or services on this contract commenced? Y

If yes, please explain: ADDING ADDITIONAL \$30,000.00 TO COVER INVOICES FOR 2017 CONTRACT YEAR.

4. Funding Source:

X General Fund (GEN)	Grant Fund (GRT)	Federal % 0
Capital Improvement Fund (CAP)		State % 0
Other		County % 0

Is the cash available for the full amount of the contract? Y

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

ADDITIONAL FUNDS IN THE AMOUNT OF \$30,000.00 TO COVER INVOICES FOR 2017 CONTRACT YEAR.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

RDALLEVA

18-DEC-17

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

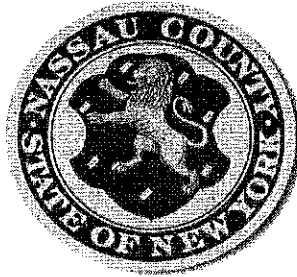
RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE, AND PRECISE COURT REPORTING SERVICES, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Precise Court Reporting Services, Inc., to provide professional court reporting services for certain grand jury panels, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to an agreement with Precise Court Reporting Services, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Road, Suite 500A
Mineola, New York 11501

FEDERAL TAX ID #: 11-2975988

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the _____. _____ potential proposers requested copies of the RFP. Proposals were due on _____. _____ proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the two highest-ranking proposers were selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on February 6, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after 07/16/12 potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the Nassau County Purchasing website. Seven (7) potential proposers requested copies of the RFP. Proposals were due on 08/08/12. Seven (7) proposals were received and evaluated. The evaluation committee consisted of Jeffrey M. Stein, Tracy Niedfeld and Elise McCarthy. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.-.0

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

12/11/17

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

APPENDIX C



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 8/08/17

Vendor: Precise Court Reporting Svcs, Inc

Signed: Florence E. Seff

Print Name: Florence E. Seff

Title: President & CEO

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Florence E. Seff
Date of birth 04/26/1950
Home address 140 Old Country Road, Apt 429
City/state/zip Mineola, N.Y. 11501
Business address 200 Old Country Road, Suite 500A
City/state/zip Mineola, N.Y. 11501
Telephone 516-747-5393
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 06/15/2000 Treasurer 1/1/
Chairman of Board 06/15/2000 Shareholder 10/01/1989
Chief Exec. Officer 06/15/2000 Secretary 1/1/
Chief Financial Officer 1/1/ Partner 10/01/1989
Vice President 12/03/1993 1/1/
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire? YES X NO _____
If Yes, provide details. I own 100% of business
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES _____ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire? YES ____ NO X; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a. Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b. Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c. Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Florence E. Seff, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of August 2017

Debra Iadevaio

Notary Public

DEBRA IADEVAIO
Notary Public, State of New York
No. 4943330
Qualified in Nassau County
Commission Expires Oct. 17, 2018

Precise Court Reporting Sves, Inc.

Name of submitting business

Florence E. Seff

Print name

Florence E. Seff

Signature

President - CEO

Title

8 / 08 / 17

Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Michael Seff
Date of birth 03/12/1975
Home address 25 Roundtree Dr.
City/state/zip Melville, New York 11747
Business address 200 Old Country Road, Suite 500A
City/state/zip Mineola, NY 11501
Telephone 516-747-9393
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 1/1/2000 Treasurer 06/15/2000
Chairman of Board 1/1/2000 Shareholder 1/1/2000
Chief Exec. Officer 1/1/2000 Secretary 06/15/2000
Chief Financial Officer 1/1/2000 Partner 1/1/2000
Vice President 1/1/2000
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire? YES ___ NO X
If Yes, provide details. _____
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details. _____

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a. Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
 - b. Is there any misdemeanor charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
 - c. Is there any administrative charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Seff, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of August 2017

DEBRA IADEVAIO
Notary Public, State of New York
No. 4943330
Qualified in Nassau County
Commission Expires Oct. 17, 2018

Debra Iadevaio
Notary Public

Precise Court Reporting Services, Inc.
Name of submitting business

Michael Seff
Print name

[Signature]
Signature

Secretary-Treasurer
Title

8 / 08 / 17
Date

APPENDIX E

BUSINESS HISTORY FORM

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest. In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 8/08/17

1) Proposer's Legal Name: Precise Court Reporting Services, Inc.

2) Address of Place of Business: 200 Old Country Road, Suite 500A, Mineola, NY 11501

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 516-747-9393

Does the business own or rent its facilities? Rent

4) Federal I.D. Number or Social Security Number: 11-2975988

5) Dun and Bradstreet number: 194081857

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details:
Regal Reporting d/b/a Precise; RD Glen + Assoc d/b/a Precise; S+S Reporting d/b/a Precise; En-Di Reporting d/b/a Precise. None of these companies will be performing work under this contract.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ☒ If Yes, provide details: _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil antitrust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil antitrust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ☒ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ☒ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ____ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes ____ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ____ If Yes, provide details for each such occurrence.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes ____; If Yes, provide details for each such instance.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No Conflict Exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. We would contact Nassau County and follow whatever instructions are received. If a conflict arises, we would contact the County and follow whatever instructions are received.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

See attached
Sheet

Narrative response
(section 2)

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.



PRECISE

COURT REPORTING SERVICES

200 OLD COUNTRY ROAD SUITE 110 MINEOLA, NY 11501

November 7, 2017

Business History Form

- i) Date of formation. Precise court Reporting was formed in 1986.
- ii) The only person with any financial interest in Precise is Florence Seff who resides at 140 Old County Road, Mineola, New York
- iii) Florence Seff is the CEO and President at Precise

Michael Seff is the Treasurer and Secretary at Precise.
- iv) The company is incorporated in the State of New York.
- v) We employ approximately 25 people.
- vi) Annual revenue is approximately 1,300,000.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company NYS Medicaid Fraud Control
Contact Person Jeanette Charrette
Address 120 Broadway, 13th
City/State New York, New York 10271
Telephone 212-417-5392
Fax # _____
E-Mail Address jeanette.charrette@ag.ny.gov

Company NYS Attorney General
Contact Person Marcia Bryan
Address 120 Broadway
City/State New York, New York 10271
Telephone 212-416-8751
Fax # _____
E-Mail Address Marcia.Bryan@AG.ny.gov

Company NYS Department of Health
Contact Person Nicolle Mailloux
Address Riverview Center, 150 Broadway #510
City/State Albany, New York 12204
Telephone 518-402-0748
Fax # _____
E-Mail Address nxm07@health.state.ny.us

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Florence E. Seff, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of August 2017

Debra Iadevaio
Notary Public

Name of submitting business: Precise Court Reporting Services, Inc.

By: Florence E. Seff
Print name

Florence E. Seff
Signature

President & CEO
Title

8 / 08 / 17 Date

DEBRA IADEVAIO
Notary Public, State of New York
No. 4943330
Qualified in Nassau County
Commission Expires Oct. 17, 20 18

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Preuse Court Reporting Services, Inc.

Address: 200 Old Country Road, Suite 501A

City, State and Zip Code: Mineola, New York 11501

2. Entity's Vendor Identification Number: 11-2975988

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Florence E. Seff 140 Old Country Rd. Mineola, NY 11501

Michael Seff 25 Roundtree Dr. Melville, NY 11747

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Florence E. Seft 140 Old Country RD, Mineola, NY 11501

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

- (a) Name, title, business address and telephone number of lobbyist(s):

None

Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(b) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 8/08/17

Signed: Florence E. Seff

Print Name: Florence E. Seff

Title: President + CEO

AMENDMENT NO. 5

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Precise Court Reporting Services, Inc., having its principal office at 200 Old Country Road, Suite 500, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000001 between the County and the Contractor, executed on behalf of the County on February 6, 2013, as amended by amendment one (1) County contract number CLDA14000002, executed on behalf of the County on March 18, 2014, as further amended by amendment two (2) County contract number CLDA15000001, executed on behalf of the County on March 31, 2015, as further amended by amendment three (3) County contract number CLDA16000004, executed on behalf of the County on May 19, 2016, as amended by amendment four (4) County contract number CLDA16000010, executed on behalf of the County on January 19, 2017, (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2013 until December 31, 2017, subject to early termination as provided for under the Original Agreement, to be extended to January 31, 2018, if needed, for the sole purpose of transcribing minutes taken in December, 2017 (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Eight Hundred Thousand Dollars (\$800,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

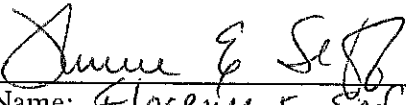
1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Thirty Thousand Dollars (\$30,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be Eight Hundred and Thirty Thousand Dollars (\$830,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PRECISE COURT REPORTING SERVICES, INC.

By: 
Name: Florence E. Seff
Title: Pres + CEO
Date: 12/7/17

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 7th day of December in the year 2017 before me personally came Florence E. Seff to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/Chief Executive Officer of Precise Court Reporting Services, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

TRACY E. NIEDFELD

Notary Public, State of New York

No. 01NI6074388

Qualified in Nassau County

Commission Expires May 13, 20

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SECUR-ALL AGENCY One Dupont Street Suite 209 Plainview NY 11803	CONTACT NAME: Carla Solomon PHONE (A/C No. Ext): (516) 576-0300 FAX (A/C No.): (516) 576-0310 E-MAIL ADDRESS: carla@secur-all.com
INSURED Precise Court Reporting Services, Inc. 200 Old Country Rd. Suite 500A Mineola NY 11501	INSURER(S) AFFORDING COVERAGE INSURER A: Utica National Assurance Co. NAIC # 10687 INSURER B: Utica National Insurance Company of 13998 INSURER C: Charter Oak Fire 25615 INSURER D: Continental Casualty Co 20443 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER Master 2017-2018

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISSUR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	BOP2016276	6/10/2017	6/10/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BOP2016276	6/10/2017	6/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CULP4294654	2/9/2017	2/9/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB-3H944472-16-42-G	8/10/2017	8/10/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors and Omissions		425608147	9/12/2016	9/12/2018	\$2,000,000 \$5,000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured.

CERTIFICATE HOLDER

Nassau County
262 Old Country Road
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam Smith/CARLA

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Contract Details

SERVICE Court Reporting Services

E-2-13

NIFS ID #: CODA13000001

NIFS Entry Date: 12/04/12

Term: from 01/01/13 to 12/31/13

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/> <i>MSW</i>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/> X	12/4/12 12/4/12	<i>Vicki Cord</i> <i>YH</i>	
12/16	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	12/16	<i>Ull</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/10/12	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/10/12	<i>G. Amato</i>	
12/10/12	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/10/12	<i>W. N.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	12/18/12	<i>Gregory L. May</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	12/19/12	<i>W. N.</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>		<i>W. N.</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	12/20/12	<i>W. N.</i>	



Contract Summary

Description: This is a one year agreement for professional court reporting services for certain grand jury panels. This agreement covers the period from January 1, 2013 to December 31, 2013.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:
RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:
This agreement is for a period of one year from January 1, 2013, to December 31, 2013. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms subject to Nassau County Rules Committee approval. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this agreement shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00).

Impact on Funding / Price Analysis:
Funding for this agreement has been included in our 2013 budget submission.

Change in Contract from Prior Procurement:
This agreement is for \$10,000 less than a previous agreement with Veritext Court Reporting Services which it replaces.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

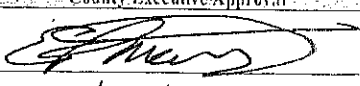

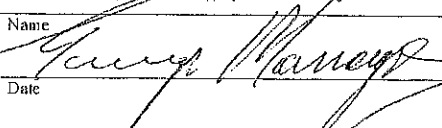
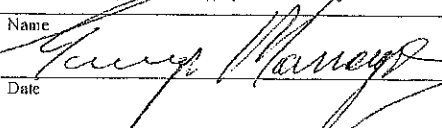
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

Document Prepared By: R. McManus

Date: 12/04/12

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 12/20/12
Date: 1/23/13	Date: 	(For Office Use Only)
		E #:

RULES RESOLUTION NO. 2-2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DISTRICT ATTORNEY'S OFFICE, AND PRECISE COURT
REPORTING SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature

Adopted and Passed on 1-7-13

YEAS: _____

7 yeas 0 abstained 0 recused 0

Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Precise Court Reporting Services, Inc.

RULES RESOLUTION NO. — 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE, AND PRECISE COURT REPORTING SERVICES, INC.

WHEREAS, the County has negotiated a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Precise Court Reporting Services, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Rd., Ste. 110, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on 07/16/12. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the Nassau County Purchasing website. Seven (7) potential proposers requested copies of the RFP. Proposals were due on 08/08/12. Seven (7) proposals were received and evaluated. The evaluation committee consisted of Jeffrey M. Stein, Tracy Niedfeld and Elise McCarthy. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on November 14, 2007. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the ACISS Sytems, Inc., software was purchased under the Operation Impact III grant awarded to the Nassau County District Attorney's Office from the New York State Division of Criminal Justice Services. A copy of the most recent satisfactory evaluation of the contractor's performance is attached.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-a, the department is purchasing the services required through an inter-municipal agreement.

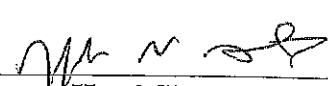
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

12/04/12
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

BID SCORING SHEET	Lex Reporting Service	Precise Court Reporting	Sandy Saunders Reporting	Suzanne Hand & Associates, Inc.	Top Key Court Reporting, Inc.	Veritext	Rich Moffett
Contract Requirements/ Proposed Solution (15%)	10	15	5	15	15	15	15
Vendor Profile: Organization, Capacity, Staffing, Resumes (25%)	25	25	15	25	25	25	15
Related Experience (30%)	10	30	10	30	10	30	25
Cost of Overall Project (30%)	22	28	26	20	24	18	30
Total Score	67	98	56	90	74	88	85
Choice Order (1 = Best)	6	1	7	2	5	3	4
Tracy Niedfeld							

BID SCORING SHEET	Lex Reporting Service	Precise Court Reporting	Sandy Saunders Reporting	Suzanne Hand & Associates, Inc.	Top Key Court Reporting, Inc.	Veritext	Rich Moffett
Contract Requirements/ Proposed Solution (15%)	10	15	10		15	5	15
Vendor Profile: Organization, Capacity, Staffing, Resumes (25%)	15	25	10		25	5	25
Related Experience (30%)	10	30	10		30	5	30
Cost of Overall Project (30%)	10	30	15		25	15	20
Total Score	45	100	45		95	30	80
Jeffrey Stein							45

[illegible]

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 20____ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the District Attorney's Office, having its principal office at 262 Old Country Rd., Mineola, New York 11501 (the "Department"), and (ii) **Precise Court Reporting Services Inc.**, having its principal office at 200 Old Country Road, Suite 110, Mineola, New York 11501 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2013 and terminate on December 31, 2013 unless sooner terminated in accordance with the provisions of this Agreement, except that the termination date is extended to January 31, 2014, if needed, for the sole purpose of transcribing minutes taken in December, 2013. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms (each one-year term a "Renewal Period"), each Renewal Period subject to Nassau County Rules Committee approval. In the event this Agreement is renewed, the termination date will be extended, if needed, to January 31st of the year following each Renewal Period, for the sole purpose of transcribing minutes taken in December of such Renewal Period.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing court reporting services for certain Grand Jury panels held from January 1, 2013 through December 31, 2013 on an "as needed" basis pursuant to a schedule provided by the Department. Contractor will produce transcript pages in accordance with the standard set forth by the United Court System.

(a) A page is defined as follows:

- 25 numbered lines, not including title, date or page numbers
- 8 1/2" by 11" paper
- Left hand margin 1 3/4"
- Right hand margin 3/8"
- Writing block – horizontal 6 5/6"
- Writing block – vertical 9"
- Q & A = 5 then to margin
- Colloquy – 15 then 5

OWNERSHIP DISCLOSURE DOCUMENT

Precise Court Reporting Services, Inc.
200 Old Country Rd., Suite 110
Mineola, NY 11501

SOLE OWNER AND PRINCIPAL:

Florence E. Seff
116 Bayview Ave.
Babylon, NY 11702

- Space stops 5-5-5
- 10 characters per inch
- 13 lines minimum for billable page

(b) Additional transcript format requirements and limitations:

- Burden of proof should not be transcribed unless specifically part of the record of a particular case.
- An index is not required, and such pages cannot be billed.
- The Certification does not need to start on a new page and must follow the last line of transcription as closely as space permits.
- New witnesses do not need to be started on a new page.

(c) No minutes shall be transcribed unless an indictment is returned, unless specifically requested by an Assistant District Attorney (ADA) from the Department. A "Prosecutor's Information" is not an indictment.

(d) In the event an indictment is returned, Contractor should transcribe such minutes, unless an ADA from Department specifies that no minutes should be transcribed.

(e) Unless otherwise requested, transcripts shall be delivered in final form to Department within ten (10) working days of the date the indictment is returned, or within ten (10) working days after requested by an ADA from Department where initially a request not to transcribe has been made.

(f) In the event an ADA from Department requests expedited minutes, transcripts shall be delivered in final form to Department within five (5) working days from date request was made.

(g) In the event an ADA from Department requests daily minutes, transcripts shall be delivered in final form to Department on the working day following the date the request was made.

(h) Transcript Delivery. All transcripts must be hand delivered to the Department by an employee of the Contractor who has undergone the required Background Investigation (as such term is later defined in this Agreement).

(i) Background checks. (i) The Contractor agrees to secure the services of a reputable company to conduct a thorough background investigation (a "Background Investigation") for each of its employees (including but not limited to, Court Reporters, Typists, Messengers, etc.) who will be providing services under this Agreement. The nature and scope of a Background Investigation shall include without limitation, Social Security Verification, County/New York State Criminal Conviction Search Report, Consumer Credit Report, Employment Verification and Sex Offender Search Report. (ii) The expense of each Background Investigation is to be incurred solely by the Contractor and each Background

Investigation must be updated annually. (iii) Proper documentation of findings and determinations of such Background Investigations, including a comprehensive listing of all of the Contractor's Agents and their function, must be supplied to the Department prior to the commencement of Services by the Contractor's Agents.

3. Payment. (a) Amount of Consideration. The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00). Payment for each possible Renewal Period is contingent on all necessary County and other governmental approvals, including Nassau County Rules Committee approval. The Maximum Amount shall be payable in accordance with the following rate schedule

Minimum Fee for Contractor Appearance Only where no minutes were taken. (For these Minimum Fees to apply the Contractor must have appeared but not taken any minutes of any proceedings.)

\$315.00	per whole day	Minimum Fee for Whole Day Appearance where no minutes were taken.
\$175.00	per half day	Minimum Fee for Half Day Appearance where no minutes were taken.

Transcription Rates/Appearance Fees/Minimum Fees where minutes were taken.

\$4.49	per page	For minutes transcribed -- Regular (10 Day Delivery)
\$5.49	per page	For minutes transcribed -- Expedited (5 Day Delivery)
\$6.49	per page	For minutes transcribed -- Daily (Overnight Delivery)
\$0.75	per page	For replacement of minutes previously transcribed.
\$80.00	per whole day	Appearance Fee where minutes are taken.
\$40.00	per half day	Appearance Fee where minutes are taken.
\$50.00	per evening (after 6:00 PM)	Appearance Fee where minutes are taken.
\$375.00	per whole day	Minimum Fee for Whole Day Appearance where minutes are taken.
\$215.00	per half day	Minimum Fee for Half Day Appearance where minutes are taken.

- (For the Minimum Fees to apply the Contractor must have appeared and taken minutes; and the total pages transcribed plus the appropriate appearance fee(s) must be less than the applicable minimum fee).

Please note: Transcript pages submitted after a minimum fee has been charged, cannot be billed until the total amount of pages transcribed for that Grand Jury date plus the applicable appearance fee(s) has exceeded the minimum fee previously billed. In other words, the total of all pages submitted for that Grand Jury date plus the applicable appearance fee(s) must be calculated, then the minimum fee previously billed must be subtracted and any balance due may be billed.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claim vouchers at time transcripts are delivered to Department, or in the case where claim voucher is for a minimum fee where no minutes were transcribed, no later than one month following the Grand Jury date. For end of year processing, claim vouchers and transcripts for minutes taken or requested during the last month of the Agreement must be delivered to Department no later than close of business on the last day of the month following the last day of the contract term.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor acknowledges that names of witnesses are confidential and may not appear on any documentation other than the submitted transcript and claim vouchers sent by the Contractor to the County for payment. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) in accordance with Law, or (iii) upon legal compulsion. The provisions of this Section shall survive the termination of this Agreement and breach of these provisions shall be cause for immediate termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the District Attorney or other head of the Department (the "District Attorney"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the District Attorney shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the District Attorney.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Rights to Work. Upon execution of this Agreement, any reports, documents, data and/or any other material compiled or produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County. Notwithstanding the foregoing, the County consents to the Contractor providing copies of transcripts to third parties as is customary in the ordinary course of business.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit

entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after

it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the District Attorney at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred and thirty-three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement. Contractor checks for the administrative service charge should be

payable to the order of "Nassau County."

22. Executory Clause. Notwithstanding any other provision of this Agreement:


(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

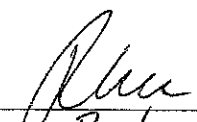
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

PRECISE COURT REPORTING SERVICES INC.

By: 
Name: Florence E. Seff
Title: President + CEO
Date: 9/24/12

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: ☐ County Executive
☒ Deputy County Executive
Date: 2/6/13

PLEASE EXECUTE IN BLUE INK

)SS.:

On the 24th day of September in the year 2012 before me personally came Florence E. Seff to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President / CEO of Precise Court Reporting, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

KELLY ANN IACOBELLIS
NOTARY PUBLIC, State of New York
No. 30-4943308
Qualified in Nassau County
Commission Expires October 17, 2014

)SS.:

On the 6 day of February in the year 2013 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

CONCETTA A PETRUCCI

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259025
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14 2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive

Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twentyfive thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel

necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Florence E. Self (Name)

200 Old Country Rd, #110, Mineola, NY 11501 (Address)

516-747-9393 (Telephone Number)

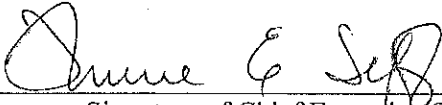
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorize County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

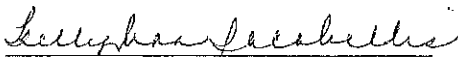
9-24-12
Dated


Signature of Chief Executive Officer

Florence E. Seff
Name of Chief Executive Officer

Sworn to before me this

24th day of September, 2012.


Notary Public



Contract Details

SERVICE Court Reporting Services

NIFS ID #: CLDA14000002

NIFS Entry Date: 01/27/14

Term: from 01/01/14 to 12/31/14

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	1/27/14 1/27/14	<i>[Signature]</i> <i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	1/30/14	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/11/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	2/11/14	<i>[Signature]</i>	
2/13/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	2/13/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
2/13/14	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	2/13/14	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	3/18/14	<i>[Signature]</i>	



Contract Summary

Description: This is an extension of a previous agreement for one year for professional court reporting services for certain grand jury panels in accordance with the terms of the original agreement. This extension covers the period from January 1, 2014 to December 31, 2014.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:
RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:
This extends the original agreement to extend the services for a period of one year from January 1, 2014, to December 31, 2014. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this extension shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.

Impact on Funding / Price Analysis:
Funding for this agreement has been included in our approved 2014 budget.

Change in Contract from Prior Procurement:
No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 01/27/14

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <u>[Signature]</u>
Name <u>J. L. [Signature]</u>	Name <u>[Signature]</u>	Date <u>3/18/14</u>

Contract ID#: CQDA13000001 02
CLDA14000002



Department: District Attorney

Date	Date	E #: <small>(For Office Use Only)</small>
------	------	-------------------------------------------

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Road, Suite 110, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 02/06/13. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on 07/16/12. Seven (7) proposals were received and evaluated. The two (2) highest-ranking proposals were accepted based on pre-established criteria. A copy of the most recent evaluation of the contractor's performance is attached. The contractor has received a satisfactory evaluation.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

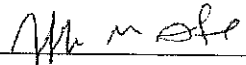
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

01/27/14
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04



KATHLEEN M. RICE
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: To Whom It May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 01/27/14

Subject: Contractor Evaluation:
Precise Court Reporting Services, Inc. (CQDA13000001)

Please be advised that the services heretofore performed by this vendor under the above referenced contract have been very satisfactory.

OWNERSHIP DISCLOSURE DOCUMENT

PRECISE COURT REPORTING SERVICES, INC.
200 OLD COUNTRY ROAD, SUITE 110
MINEOLA, NEW YORK 11501

SOLE OWNER AND PRINCIPAL:

FLORENCE E. SEFF
116 BAYVIEW AVENUE
BABYLON, NEW YORK 11702

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Precise Court Reporting Services, Inc., having its principal office at 200 Old Country Road, Mineola, New York, 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000001 between the County and the Contractor, executed on behalf of the County on February 6, 2013 (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2013 until December 31, 2013 with four (4), one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred and Sixty Thousand Dollars (\$160,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) renewal options by both extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2015, if needed, for the sole purpose of transcribing minutes taken in December, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Three Hundred and Twenty Thousand Dollars (\$320,000.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 22nd day of January in the year 2014 before me personally came Florence E. Seiff to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of Precise Court Reporting, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Kelly Ann Iacobellis
NOTARY PUBLIC

KELLY ANN IACOBELLIS
NOTARY PUBLIC, State of New York
No. 30-4943306
Qualified in Nassau County
Commission Expires October 17, 2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 18 day of March in the year 2014 before me personally came Richard E. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

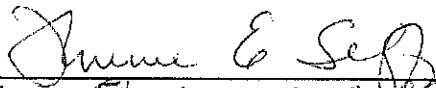
NOTARY PUBLIC

Concetta A. Petrucci


CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01P00252026
Qualified in Nassau County
Commission Expires April 02, 2016

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PRECISE COURT REPORTING SERVICES, INC.

By: 
Name: Florence E. Self
Title: President + CEO
Date: 11/22/14

NASSAU COUNTY

By: 
Name: Richard Robinson Walker
Title: County Executive
☒ Deputy County Executive
Date: 3/18/14

PLEASE EXECUTE IN BLUE INK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SECUR-ALL AGENCY One Dupont Street Suite 209 Plainview NY 11803	CONTACT NAME: Kathleen Bogdan PHONE (A/C No. Ext): (516) 576-0300 E-MAIL: katheeb@secur-all.com FAX (A/C No.): (516) 576-0310
INSURED Precise Court Reporting Services Inc. 200 Old Country Rd. Mineola NY 11501	INSURER(S) AFFORDING COVERAGE INSURER A: Utica National Assurance Co. NAIC # 10687 INSURER B: Utica Mutual Insurance Company 25976 INSURER C: Continental Casualty Co 20443 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER Master 2013-14

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		X	BOP2016276	6/10/2013	6/10/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOPAGS \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BOP2016276	6/10/2013	6/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Umbrella covers over Auto CULP4294654	2/9/2013 2/9/2014	2/9/2014 2/9/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Errors and Omissions			425608147	9/12/2012	9/12/2014	\$2,000,000 Each Occurrence \$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Nassau County
262 Old Country Road
Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam Smith/CARLA

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Road, Suite 110, Mineola, NY 11501

FEDERAL TAXID #: 11-2975988

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 02/06/13. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on 07/16/12. Seven (7) proposals were received and evaluated. The two (2) highest-ranking proposals were accepted based on pre-established criteria. A copy of the most recent evaluation of the contractor's performance is attached. The contractor has received a satisfactory evaluation.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

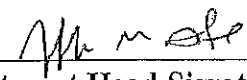
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

01/27/14
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04



Contract Details

SERVICE Court Reporting Services

NIFS ID #: CQDA13000001

NIFS Entry Date: 12/04/12

Term: from 01/01/13 to 12/31/13

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	12/4/12 12/4/12	Vicki Card [Signature]	
12/16	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	12/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/10/12	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/10/12	[Signature]	
12/10/12	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/10/12	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	12/18/12	[Signature]	
	County Attorney	NIFS Approval <input type="checkbox"/>	12/19/12	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>		[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	12/20/12	[Signature]	



Contract Summary

Description: This is a one year agreement for professional court reporting services for certain grand jury panels. This agreement covers the period from January 1, 2013 to December 31, 2013.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:

RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:

This agreement is for a period of one year from January 1, 2013, to December 31, 2013. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms subject to Nassau County Rules Committee approval. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this agreement shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00).

Impact on Funding / Price Analysis:

Funding for this agreement has been included in our 2013 budget submission.

Change in Contract from Prior Procurement:

This agreement is for \$10,000 less than a previous agreement with Veritext Court Reporting Services which it replaces.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

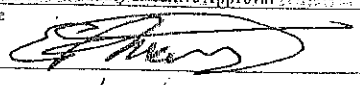

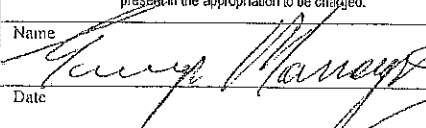
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 12/04/12

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 12/20/12
Date: 1/23/13	Date:	(For Office Use Only)
		E #:

RULES RESOLUTION NO. 2-2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE, AND PRECISE COURT REPORTING SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature

Adopted on 1-7-13

Yea: 7

Nay: 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Precise Court Reporting Services, Inc.

RULES RESOLUTION NO. – 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE, AND PRECISE COURT REPORTING SERVICES, INC.

WHEREAS, the County has negotiated a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Precise Court Reporting Services, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Rd., Ste. 110, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on 07/16/12. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the Nassau County Purchasing website. Seven (7) potential proposers requested copies of the RFP. Proposals were due on 08/08/12. Seven (7) proposals were received and evaluated. The evaluation committee consisted of Jeffrey M. Stein, Tracy Niedfeld and Elise McCarthy. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on November 14, 2007. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the ACISS Sytems, Inc., software was purchased under the Operation Impact III grant awarded to the Nassau County District Attorney's Office from the New York State Division of Criminal Justice Services. A copy of the most recent satisfactory evaluation of the contractor's performance is attached.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

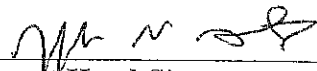
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

12/04/12
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

BID SCORING SHEET	Lex Reporting Service	Precise Court Reporting	Sandy Saunders Reporting	Suzanne Hand & Associates, Inc.	Top Key Court Reporting, Inc.	Veritext	Rich Moffett
Contract Requirements/ Proposed Solution (15%)	10	15	5	15	15	15	15
Vendor Profile: Organization, Capacity, Staffing, Resumes (25%)	25	25	15	25	25	25	15
Related Experience (30%)	10	30	10	30	10	30	25
Cost of Overall Project (30%)	22	28	26	20	24	18	30
Total Score	67	98	56	90	74	88	85
Choice Order (1 = Best)	6	1	7	2	5	3	4
Tracy Niedfeld							

[illegible]

[illegible]

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 20__ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the District Attorney's Office, having its principal office at 262 Old Country Rd., Mineola, New York 11501 (the "Department"), and (ii) **Precise Court Reporting Services Inc.**, having its principal office at 200 Old Country Road, Suite 110, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2013 and terminate on December 31, 2013 unless sooner terminated in accordance with the provisions of this Agreement, except that the termination date is extended to January 31, 2014, if needed, for the sole purpose of transcribing minutes taken in December, 2013. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms (each one-year term a "Renewal Period"), each Renewal Period subject to Nassau County Rules Committee approval. In the event this Agreement is renewed, the termination date will be extended, if needed, to January 31st of the year following each Renewal Period, for the sole purpose of transcribing minutes taken in December of such Renewal Period.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing court reporting services for certain Grand Jury panels held from January 1, 2013 through December 31, 2013 on an "as needed" basis pursuant to a schedule provided by the Department. Contractor will produce transcript pages in accordance with the standard set forth by the United Court System.

(a) A page is defined as follows:

- 25 numbered lines, not including title, date or page numbers
- 8 ½" by 11" paper
- Left hand margin 1 ¾"
- Right hand margin 3/8"
- Writing block – horizontal 6 5/6"
- Writing block – vertical 9"
- Q & A = 5 then to margin
- Colloquy – 15 then 5

OWNERSHIP DISCLOSURE DOCUMENT

Precise Court Reporting Services, Inc.
200 Old Country Rd., Suite 110
Mineola, NY 11501

SOLE OWNER AND PRINCIPAL:

Florence E. Seff
116 Bayview Ave.
Babylon, NY 11702

- Space stops 5-5-5
- 10 characters per inch
- 13 lines minimum for billable page

(b) Additional transcript format requirements and limitations:

- Burden of proof should not be transcribed unless specifically part of the record of a particular case.
- An index is not required, and such pages cannot be billed.
- The Certification does not need to start on a new page and must follow the last line of transcription as closely as space permits.
- New witnesses do not need to be started on a new page.

(c) No minutes shall be transcribed unless an indictment is returned, unless specifically requested by an Assistant District Attorney (ADA) from the Department. A "Prosecutor's Information" is not an indictment.

(d) In the event an indictment is returned, Contractor should transcribe such minutes, unless an ADA from Department specifies that no minutes should be transcribed.

(e) Unless otherwise requested, transcripts shall be delivered in final form to Department within ten (10) working days of the date the indictment is returned, or within ten (10) working days after requested by an ADA from Department where initially a request not to transcribe has been made.

(f) In the event an ADA from Department requests expedited minutes, transcripts shall be delivered in final form to Department within five (5) working days from date request was made.

(g) In the event an ADA from Department requests daily minutes, transcripts shall be delivered in final form to Department on the working day following the date the request was made.

(h) Transcript Delivery. All transcripts must be hand delivered to the Department by an employee of the Contractor who has undergone the required Background Investigation (as such term is later defined in this Agreement).

(i) Background checks. (i) The Contractor agrees to secure the services of a reputable company to conduct a thorough background investigation (a "Background Investigation") for each of its employees (including but not limited to, Court Reporters, Typists, Messengers, etc.) who will be providing services under this Agreement. The nature and scope of a Background Investigation shall include without limitation, Social Security Verification, County/New York State Criminal Conviction Search Report, Consumer Credit Report, Employment Verification and Sex Offender Search Report. (ii) The expense of each Background Investigation is to be incurred solely by the Contractor and each Background

Investigation must be updated annually. (iii) Proper documentation of findings and determinations of such Background Investigations, including a comprehensive listing of all of the Contractor's Agents and their function, must be supplied to the Department prior to the commencement of Services by the Contractor's Agents.

3. Payment. (a) Amount of Consideration. The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00). Payment for each possible Renewal Period is contingent on all necessary County and other governmental approvals, including Nassau County Rules Committee approval. The Maximum Amount shall be payable in accordance with the following rate schedule

Minimum Fee for Contractor Appearance Only where no minutes were taken. (For these Minimum Fees to apply the Contractor must have appeared but not taken any minutes of any proceedings.)

\$315.00	per whole day	Minimum Fee for Whole Day Appearance where no minutes were taken.
\$175.00	per half day	Minimum Fee for Half Day Appearance where no minutes were taken.

Transcription Rates/Appearance Fees/Minimum Fees where minutes were taken.

\$4.49	per page	For minutes transcribed – Regular (10 Day Delivery)
\$5.49	per page	For minutes transcribed – Expedited (5 Day Delivery)
\$6.49	per page	For minutes transcribed – Daily (Overnight Delivery)
\$0.75	per page	For replacement of minutes previously transcribed.
\$80.00	per whole day	Appearance Fee where minutes are taken.
\$40.00	per half day	Appearance Fee where minutes are taken.
\$50.00	per evening (after 6:00 PM)	Appearance Fee where minutes are taken.
\$375.00	per whole day	Minimum Fee for Whole Day Appearance where minutes are taken.
\$215.00	per half day	Minimum Fee for Half Day Appearance where minutes are taken.

- (For the Minimum Fees to apply the Contractor must have appeared and taken minutes; and the total pages transcribed plus the appropriate appearance fee(s) must be less than the applicable minimum fee).

Please note: Transcript pages submitted after a minimum fee has been charged, cannot be billed until the total amount of pages transcribed for that Grand Jury date plus the applicable appearance fee(s) has exceeded the minimum fee previously billed. In other words, the total of all pages submitted for that Grand Jury date plus the applicable appearance fee(s) must be calculated, then the minimum fee previously billed must be subtracted and any balance due may be billed.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claim vouchers at time transcripts are delivered to Department, or in the case where claim voucher is for a minimum fee where no minutes were transcribed, no later than one month following the Grand Jury date. For end of year processing, claim vouchers and transcripts for minutes taken or requested during the last month of the Agreement must be delivered to Department no later than close of business on the last day of the month following the last day of the contract term.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor acknowledges that names of witnesses are confidential and may not appear on any documentation other than the submitted transcript and claim vouchers sent by the Contractor to the County for payment. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) in accordance with Law, or (iii) upon legal compulsion. The provisions of this Section shall survive the termination of this Agreement and breach of these provisions shall be cause for immediate termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the District Attorney or other head of the Department (the "District Attorney"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the District Attorney shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the District Attorney .

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Rights to Work. Upon execution of this Agreement, any reports, documents, data and/or any other material compiled or produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County. Notwithstanding the foregoing, the County consents to the Contractor providing copies of transcripts to third parties as is customary in the ordinary course of business.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit

entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after

it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the District Attorney at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred and thirty-three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement. Contractor checks for the administrative service charge should be

payable to the order of "Nassau County."

22. Executory Clause. Notwithstanding any other provision of this Agreement:


(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

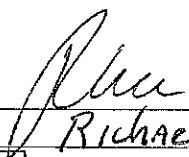
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

PRECISE COURT REPORTING SERVICES INC.

By: 
Name: Florence E. Seff
Title: President + CEO
Date: 9/24/12

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: ☐ County Executive
☒ Deputy County Executive
Date: 2/6/13

PLEASE EXECUTE IN BLUE INK

)ss.:
 COUNTY OF NASSAU)

Kelly Ann Jacobellis
NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

CONCETTA A PETRUCCI

13

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14 2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive

Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twentyfive thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel

necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Florence E. Seff (Name)

200 Old Country Rd, #110, Mineola, NY 11501 (Address)

516-747-9393 (Telephone Number)

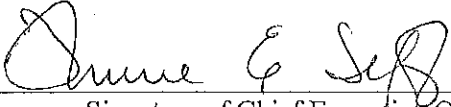
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

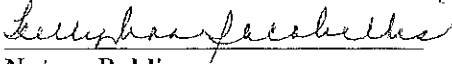
9-24-12
Dated


Signature of Chief Executive Officer

Florence E. Seft
Name of Chief Executive Officer

Sworn to before me this

24th day of September, 2012.


Notary Public

Contract ID#: CODA13000001 03
Amendment ID# CLDA15000001



Department: District Attorney

SERVICE Court Reporting Services

E-23-15

Contract Details

NIFS ID #: CLDA15000001

NIFS Entry Date: 01/15/15 Term: 01/01/15 - 12/31/15

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	1/15/15 1/16/15	<i>Vicki...</i> <i>W. Mat...</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	1/29/15	<i>William...</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/29/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/29/15	<i>Q. Amato</i>	
1/29/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/29/15	<i>W. P. H.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	2/2/15	<i>Concetta A. Petrucci</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	2/19/15	<i>S. J. S.</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	3/17/15	<i>B. Green</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	3/30/15	<i>[Signature]</i>	

Contract Summary

PR5254 (1/06)



Description: This is an amendment extending a previous agreement for one year for professional court reporting services for certain grand jury panels. This amendment covers the period from January 1, 2015 to December 31, 2015.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:

RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:

This amends the original agreement to extend the services for a period of one year from January 1, 2015, to December 31, 2015. The County at its sole discretion may renew this Agreement under the same terms and conditions for two (2) additional one (1) year terms. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this amendment shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.

Impact on Funding / Price Analysis:

Funding for this agreement has been included in our approved 2015 budget.

Change in Contract from Prior Procurement:

No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ


FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 01/15/15

NIFS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: <u>RB</u>	Name: <u>[Signature]</u>	Date: <u>1/30/15</u>	Date: <u>1/30/15</u>
Date: <u>3/11/15</u>	Date: <u>3/17/15</u>	E #: <u>For Office Use Only</u>	

E-23-15

RULES RESOLUTION NO. 31 - 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S
OFFICE AND PRECISE COURT REPORTING SERVICES, INC.

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 2/2/15

VOTING:

ayes 7 nays 0 abstained 0 recused 0

Legislators present:

WHEREAS, the County has negotiated an amendment to a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Precise Court Reporting Services, Inc.

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S
OFFICE AND PRECISE COURT REPORTING SERVICES, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Precise Court Reporting Services, Inc.

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Precise Court Reporting Services, Inc., having its principal office at 200 Old Country Road, Suite 110, Mineola, New York, 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000001 between the County and the Contractor, executed on behalf of the County on February 6, 2013, as amended by amendment one (1) County contract number CLDA 14000002, executed on behalf of the County on March 18, 2014 (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and .

WHEREAS, the term of the Original Agreement is from January 1, 2013 until December 31, 2014 with three (3) remaining one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Three Hundred and Twenty Thousand Dollars (\$320,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the three (3) renewal options by both extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2016, if needed, for the sole purpose of transcribing minutes taken in December, 2015.

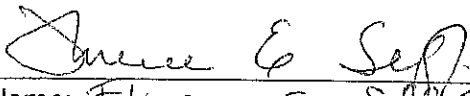
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Four Hundred and Eighty Thousand Dollars (\$480,000.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

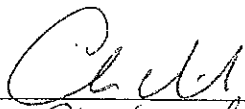
{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PRECISE COURT REPORTING SERVICES, INC.

By: 
Name: Florence E. Seft
Title: President & CEO
Date: 12/23/14

NASSAU COUNTY

By: 
Name: Charles Ribando
Title: County Executive
☒ Deputy County Executive
Date: 2/2/15

**CHARLES RIBANDO
DEPUTY COUNTY EXECUTIVE**

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23rd day of December in the year 2014 before me personally came Florence E. Seff to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President / CEO of Precise Court Reporting, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Kelly Ann Iacobellis
NOTARY PUBLIC

KELLY ANN IACOBELLIS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 30-4943306
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES OCT 17, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 31 day of March in the year 2015 before me personally came Charles R. Bando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01FES259029
Qualified in Nassau County
Commission Expires April 02, 2016

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Road, Suite 110, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 02/06/13. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on 07/16/12. Seven (7) proposals were received and evaluated. The two (2) highest-ranking proposals were accepted based on pre-established criteria. A copy of the most recent evaluation of the contractor's performance is attached. The contractor has received a satisfactory evaluation.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

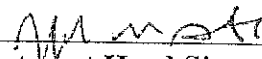
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

01/15/15
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04



MADLINE SINGAS
ACTING
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: To Whom It May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 01/15/15

Subject: Contractor Evaluation:
Precise Court Reporting Services, Inc. (CQDA13000001) (CLDA14000002)

Please be advised that the services heretofore performed by this vendor under the above referenced contract have been very satisfactory.

OWNERSHIP DISCLOSURE DOCUMENT

PRECISE COURT REPORTING SERVICES, INC.
200 OLD COUNTRY ROAD, SUITE 110
MINEOLA, NEW YORK 11501

SOLE OWNER AND PRINCIPAL:

FLORENCE E. SEFF
116 BAYVIEW AVENUE
BABYLON, NEW YORK 11702



Contract Details

SERVICE Court Reporting Services

NIFS ID #: CQDA13000001

NIFS Entry Date: 12/04/12

Term: from 01/01/13 to 12/31/13

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Self President & C.E.O.
	Phone (516) 747-9393

County Department	
Department Contact Robert McManus	
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501	
Phone (516) 571-3354	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & For'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept Head) Contractor Registered <input checked="" type="checkbox"/>	12/4/12 12/4/12	<i>Uick Card</i> <i>Ys r 2</i>	
12/16	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	12/16	<i>Uick</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/10/12	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/10/12	<i>G. G. G. G.</i>	
12/12/12	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/12/12	<i>W. N.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	For'd Original Contract to CA <input type="checkbox"/>	12/18/12	<i>W. N.</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	12/18/12	<i>W. N.</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	12/18/12	<i>W. N.</i>	
	County Executive	Notarization Filed with Clerk of the Leg <input type="checkbox"/>	12/20/12	<i>W. N.</i>	

Contract Summary

Description: This is a one year agreement for professional court reporting services for certain grand jury panels. This agreement covers the period from January 1, 2013 to December 31, 2013.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:

RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:

This agreement is for a period of one year from January 1, 2013, to December 31, 2013. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms subject to Nassau County Rules Committee approval. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this agreement shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00).

Impact on Funding: Price Analysis:

Funding Profile and amount for projects included in our 2011 budget can be found on:

1. *Journal of the American Medical Association*, 1997; 277: 1001-1005.

1. *Journal of the American Statistical Association*, 93(463), 1089-1092.

1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524

Advertisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT
FUND	GEN	Revenue Contract	<input type="checkbox"/>	XXXXXXX
Source	RATE	County		\$100.0000
Equip	DA	Federal		\$
	GEN	State		\$
	TRN	County		\$

8-2-13

RULES RESOLUTION NO. 2 - 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DISTRICT ATTORNEY'S OFFICE, AND PRECISE COURT
REPORTING SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature

Adopted on 1-7-13

by a vote of

7 yeas 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Precise Court Reporting Services, Inc. to provide professional court
reporting services for certain grand jury panels, a copy of which is on file
with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Precise Court Reporting Services, Inc.

RULES RESOLUTION NO. – 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE, AND PRECISE COURT REPORTING SERVICES, INC.

WHEREAS, the County has negotiated a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Precise Court Reporting Services, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Rd., Ste. 110, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on 07/16/12. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the Nassau County Purchasing website. Seven (7) potential proposers requested copies of the RFP. Proposals were due on 08/08/12. Seven (7) proposals were received and evaluated. The evaluation committee consisted of Jeffrey M. Stein, Tracy Niedfeld and Elise McCarthy. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on November 14, 2007. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the ACISS Sytems, Inc., software was purchased under the Operation Impact III grant awarded to the Nassau County District Attorney's Office from the New York State Division of Criminal Justice Services. A copy of the most recent satisfactory evaluation of the contractor's performance is attached.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-a, the department is purchasing the services required through an inter-municipal agreement.

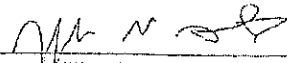
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

12/04/12
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

BID SCORING SHEET	Lex Reporting Service	Precise Court Reporting	Sandy Saunders Reporting	Suzanne Hand & Associates, Inc.	Top Key Court Reporting, Inc.	Verifext	Rich Moffett
Contract Requirements/ Proposed Solution (15%)	10	15	5	15	15	15	15
Vendor Profile: Organization, Capacity, Staffing, Resumes (25%)	25	25	15	25	25	25	15
Related Experience (30%)	10	30	10	30	10	30	25
Cost of Overall Project (30%)	22	28	26	20	24	18	30
Total Score	67	98	56	90	74	88	85
Choice Order (1 = Best)	6	1	7	2	5	3	4

Tracy Nierfeld

BID SCORING SHEET	Lex Reporting Service	Precise Court Reporting	Sandy Saunders Reporting	Suzanne Hand & Associates, Inc.	Top Key Court Reporting, Inc.	Veritext	Rich Moffett
Contract Requirements/ Proposed Solution (15%)	3	11	7	15	5	13	9
Vendor Profile: Organization, Capacity, Staffing, Resumes (25%)	12	25	5	25	2	25	10
Related Experience (30%)	10	30	10	30	10	30	20
Cost of Overall Project (30%)	5	30	5	25	10	5	15
Total Score	30	96	27	95	27	73	54
Elise McCarthy							

BID SCORING SHEET	Lex Reporting Service	Precise Court Reporting	Sandy Saunders Reporting	Suzanne Hand & Associates, Inc.	Top Key Court Reporting, Inc.	Veritext	Rich Moffett
Contract Requirements/ Proposed Solution (15%)	10	15	10	15	5	15	10
Vendor Profile Organization, Capacity, Staffing, Resumes (25%)	15	25	10	25	5	25	5
Related Experience (30%)	10	30	10	30	5	30	10
Cost of Overall Project (30%)	10	30	15	25	15	10	20
Total Score	45	100	45	85	30	80	45
Jeffrey Stein							

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 20____ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the District Attorney's Office, having its principal office at 262 Old Country Rd., Mineola, New York 11501 (the "Department"), and (ii) **Precise Court Reporting Services Inc.**, having its principal office at 200 Old Country Road, Suite 110, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2013 and terminate on December 31, 2013 unless sooner terminated in accordance with the provisions of this Agreement, except that the termination date is extended to January 31, 2014, if needed, for the sole purpose of transcribing minutes taken in December, 2013. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms (each one-year term a "Renewal Period"), each Renewal Period subject to Nassau County Rules Committee approval. In the event this Agreement is renewed, the termination date will be extended, if needed, to January 31st of the year following each Renewal Period, for the sole purpose of transcribing minutes taken in December of such Renewal Period.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing court reporting services for certain Grand Jury panels held from January 1, 2013 through December 31, 2013 on an "as needed" basis pursuant to a schedule provided by the Department. Contractor will produce transcript pages in accordance with the standard set forth by the United Court System.

(a) A page is defined as follows:

- 25 numbered lines, not including title, date or page numbers
- 8 ½" by 11" paper
- Left hand margin 1 ¾"
- Right hand margin 3/8"
- Writing block – horizontal 6 5/6"
- Writing block – vertical 9"
- Q & A = 5 then to margin
- Colloquy – 15 then 5

OWNERSHIP DISCLOSURE DOCUMENT

Precise Court Reporting Services, Inc.
200 Old Country Rd., Suite 110
Mineola, NY 11501

SOLE OWNER AND PRINCIPAL:

Florence E. Seff
116 Bayview Ave.
Babylon, NY 11702

- Space stops 5-5-5
- 10 characters per inch
- 13 lines minimum for billable page

(b) Additional transcript format requirements and limitations:

- Burden of proof should not be transcribed unless specifically part of the record of a particular case.
- An index is not required, and such pages cannot be billed.
- The Certification does not need to start on a new page and must follow the last line of transcription as closely as space permits.
- New witnesses do not need to be started on a new page.

(c) No minutes shall be transcribed unless an indictment is returned, unless specifically requested by an Assistant District Attorney (ADA) from the Department. A "Prosecutor's Information" is not an indictment.

(d) In the event an indictment is returned, Contractor should transcribe such minutes, unless an ADA from Department specifies that no minutes should be transcribed.

(e) Unless otherwise requested, transcripts shall be delivered in final form to Department within ten (10) working days of the date the indictment is returned, or within ten (10) working days after requested by an ADA from Department where initially a request not to transcribe has been made.

(f) In the event an ADA from Department requests expedited minutes, transcripts shall be delivered in final form to Department within five (5) working days from date request was made.

(g) In the event an ADA from Department requests daily minutes, transcripts shall be delivered in final form to Department on the working day following the date the request was made.

(h) Transcript Delivery. All transcripts must be hand delivered to the Department by an employee of the Contractor who has undergone the required Background Investigation (as such term is later defined in this Agreement).

(i) Background checks. (i) The Contractor agrees to secure the services of a reputable company to conduct a thorough background investigation (a "Background Investigation") for each of its employees (including but not limited to, Court Reporters, Typists, Messengers, etc.) who will be providing services under this Agreement. The nature and scope of a Background Investigation shall include without limitation, Social Security Verification, County/New York State Criminal Conviction Search Report, Consumer Credit Report, Employment Verification and Sex Offender Search Report. (ii) The expense of each Background Investigation is to be incurred solely by the Contractor and each Background

Investigation must be updated annually. (iii) Proper documentation of findings and determinations of such Background Investigations, including a comprehensive listing of all of the Contractor's Agents and their function, must be supplied to the Department prior to the commencement of Services by the Contractor's Agents.

3. Payment. (a) Amount of Consideration. The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00). Payment for each possible Renewal Period is contingent on all necessary County and other governmental approvals, including Nassau County Rules Committee approval. The Maximum Amount shall be payable in accordance with the following rate schedule

Minimum Fee for Contractor Appearance Only where no minutes were taken. (For these Minimum Fees to apply the Contractor must have appeared but not taken any minutes of any proceedings.)

\$315.00	per whole day	Minimum Fee for Whole Day Appearance where no minutes were taken.
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\$175.00	per half day	Minimum Fee for Half Day Appearance where no minutes were taken.
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Transcription Rates/Appearance Fees/Minimum Fees where minutes were taken.

\$4.49	per page	For minutes transcribed – Regular (10 Day Delivery)
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\$5.49	per page	For minutes transcribed – Expedited (5 Day Delivery)
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\$6.49	per page	For minutes transcribed – Daily (Overnight Delivery)
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\$0.75	per page	For replacement of minutes previously transcribed.
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\$80.00	per whole day	Appearance Fee where minutes are taken.
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\$40.00	per half day	Appearance Fee where minutes are taken.
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\$50.00	per evening (after 6:00 PM)	Appearance Fee where minutes are taken.
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\$375.00	per whole day	Minimum Fee for Whole Day Appearance where minutes are taken.
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\$215.00	per half day	Minimum Fee for Half Day Appearance where minutes are taken.
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- (For the Minimum Fees to apply the Contractor must have appeared and taken minutes; and the total pages transcribed plus the appropriate appearance fee(s) must be less than the applicable minimum fee).

Please note: Transcript pages submitted after a minimum fee has been charged, cannot be billed until the total amount of pages transcribed for that Grand Jury date plus the applicable appearance fee(s) has exceeded the minimum fee previously billed. In other words, the total of all pages submitted for that Grand Jury date plus the applicable appearance fee(s) must be calculated, then the minimum fee previously billed must be subtracted and any balance due may be billed.

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claim vouchers at time transcripts are delivered to Department, or in the case where claim voucher is for a minimum fee where no minutes were transcribed, no later than one month following the Grand Jury date. For end of year processing, claim vouchers and transcripts for minutes taken or requested during the last month of the Agreement must be delivered to Department no later than close of business on the last day of the month following the last day of the contract term.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor acknowledges that names of witnesses are confidential and may not appear on any documentation other than the submitted transcript and claim vouchers sent by the Contractor to the County for payment. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) in accordance with Law, or (iii) upon legal compulsion. The provisions of this Section shall survive the termination of this Agreement and breach of these provisions shall be cause for immediate termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"). and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the District Attorney or other head of the Department (the "District Attorney"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the District Attorney shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the District Attorney.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Rights to Work. Upon execution of this Agreement, any reports, documents, data and/or any other material compiled or produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County. Notwithstanding the foregoing, the County consents to the Contractor providing copies of transcripts to third parties as is customary in the ordinary course of business.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit

entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after

it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the District Attorney at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred and thirty-three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement. Contractor checks for the administrative service charge should be

payable to the order of "Nassau County."

22. Executory Clause. Notwithstanding any other provision of this Agreement:


(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.


(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

PRECISE COURT REPORTING SERVICES INC.

By: 
Name: Florence E. Seff
Title: President + CEO
Date: 9/24/12

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: ☐ County Executive
☒ Deputy County Executive
Date: 2/6/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 24th day of September in the year 2012 before me personally came Florence E. Seff to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the President / CEO of Precise Court Reporting, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Kelly Ann Iacobellis
NOTARY PUBLIC

KELLY ANN IACOBELLIS
NOTARY PUBLIC, State of New York
No. 30-4943306
Qualified in Nassau County
Commission Expires October 17, 14

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 6 day of February in the year 2013 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE3250026
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14 2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive

Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twentyfive thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel

necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Florence E. Seff (Name)

200 Old Country Rd, #110, Mineola, NY 11501 (Address)

516-747-9393 (Telephone Number)


2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

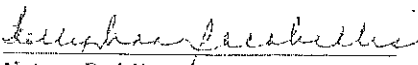
9-24-12
Dated


Signature of Chief Executive Officer

Florence E. Seff
Name of Chief Executive Officer

Sworn to before me this

24th day of September, 2012.


Notary Public

CQDA13000001 04
CLDA16000004



Department: District Attorney

E-86-16

SERVICE: Court Reporting Services

Contract Details

NIFS ID #: CLDA16000004

NIFS Entry Date: 02/23/16 Term: 01/01/16 -- 12/31/16

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	2/23/16 2/23/16	<i>Rich Axel</i> <i>W. M. ...</i>	
2/25/16	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	2/25/16	<i>William Cote</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/1/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/2/16	<i>G. Amato</i>	
3/1/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/1/16	<i>Fac. by ...</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
3/15/16	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	3/15/16	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	3/15/16	<i>[Signature]</i>	
4/4/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	4/4/16	<i>[Signature]</i>	

Contract Summary

PR5254 (1/06)



Description: This is an amendment extending a previous agreement for one year for professional court reporting services for certain grand jury panels. This amendment covers the period from January 1, 2016 to December 31, 2016.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:
RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:
This is an extension of the original agreement for a period of one year from January 1, 2016, to December 31, 2016. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this amendment shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.

Impact on Funding / Price Analysis:
Funding for this agreement has been included in our approved 2016 budget.

Change in Contract from Prior Procurement:
No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	BE 500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 02/23/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>Michael J. Cohen</u>	Name: <u>[Signature]</u>	Date: <u>4/4/16</u>
Date: <u>5/5/2016</u>	Date: <u>5/5/16</u>	E #: <u>[Blank]</u>



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

no

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Precise Court Reporting Svcs, Inc

Dated: 3-28-16

Signed: Florence E. Self

Print Name: Florence E. Self

Title: Pres + CEO

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Florence E. Seff
 Date of birth 04 / 26 / 1950
 Home address 140 Old Country Road, Apt. 429
 City/state/zip Mineola, N.Y. 11501
 Business address 200 Old Country Road, Suite 500A
 City/state/zip Mineola, N.Y. 11501
 Telephone 516-747-9393
 Other present address(es) _____
 City/state/zip _____
 Telephone _____
 List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
 President 06 / 15 / 2000 Treasurer _____
 Chairman of Board 06 / 15 / 2000 Shareholder 10 / 01 / 89
 Chief Exec. Officer 06 / 15 / 2000 Secretary _____
 Chief Financial Officer _____ Partner 10 / 01 / 89
 Vice President 12 / 03 / 93 _____
 (Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
 NO _____ YES X If Yes, provide details. I own 100% of business
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO
X YES _____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES _____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES _____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ____ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ____ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Florence E. Seff, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28th day of March 2016

Joann Pyne Wunderlin
Notary Public

Precise Court Reporting Svcs. Inc
Name of submitting business

Florence E. Seff
Print name

Florence E. Seff
Signature

Pres & CEO
Title

03 / 28 / 2016
Date

JOANN PYNE WUNDERLIN
Notary Public, State of New York
No. 01PY6160225
Qualified in Nassau County
Commission Expires Jan. 29, 2019

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3-28-16

1) Bidder's/Proposer's Legal Name: Precise Court Reporting Svcs, Inc

2) Address of Place of Business: 200 Old Country Road, Suite 500A, Mineola, NY 11501

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 516-747-9393

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 194081857

5) Federal I.D. Number: 11-2975988

6) The bidder/proposer is a (check one): _____ Sole Proprietorship _____ Partnership ☒ Corporation Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes _____ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☒ No _____ If Yes, please provide details: Regal Reporting - d/b/a Precise; RD Glen + Assoc - d/b/a Precise; S+S Reporting - d/b/a Precise; En-De Reporting - d/b/a Precise. None of these companies will be performing work under this contract.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes _____ No ☒ If Yes, provide details: _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes _____ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

- 11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒
 If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No ☒ Yes ___ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? No ☒ Yes ___ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ___ If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes ___ If Yes, provide details for each such conviction. _____
- e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ___ If Yes, provide details for each such

occurrence. _____

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ____; If Yes, provide details for each such instance. _____

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

- a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

- b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. We do not make political contributions.

- A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

See attached
sheet

- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company NYS Medicaid Fraud Control

Contact Person Jeanette Charrette

Address 120 Broadway, 13fl

City/State New York, New York

Telephone 212-417-5392

Fax# _____

E-Mail Address jeanette.charrette@ag.ny.gov

Company NYS Department of Health
Contact Person Nicole Mailloux
Address Riverview Center, 150 Broadway #510
City/State Albany, NY 12204
Telephone 518-402-0748
Fax # _____
E-Mail Address NXm07@health.state.ny.us

Company Kings County District Attorney's Office
Contact Person Jacqueline Bartley
Address 350 Jay Street, 10 Fl
City/State Brooklyn, NY 11201
Telephone 718-250-4957
Fax # _____
E-Mail Address bartleyje@brooklyn.da.org

- E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

PRECISE COURT REPORTING SERVICES, INC.

200 Old Country Road, Suite 110
Mineola, New York 11501

March 31, 2016

Robert McManus, Director of Office Services
Nassau County District Attorney's Office
Administration Bureau
262 Old Country Road
Mineola, New York 11501

1. NARRATIVE RESPONSE

Precise Court Reporting, Inc. is a qualified court reporting agency to provide services for the Nassau County District Attorney's Office for grand jury proceedings. We previously provided this service to the Nassau County District Attorney's Office for over 20 years.

Precise Court Reporting Services, Inc. has its' executive headquarters and business processing office at 200 Old Country Road, Mineola, New York, within walking distance to the Nassau Country Court complex. The company has been incorporated since 1986. It is solely owned by Florence E. Seff, who resides at 140 Old Country Road, Mineola, New York. She is the President and CEO. The company is a New York corporation that employs approximately 25 people and has annual revenues in excess of one million dollars.

The company has been privileged to provide Grand Jury court reporting services to various United States Government agencies such as the United States Attorney Generals Office, The Department of Law and Medicaid Fraud Control. We also provide stenographic services to the State Division of Paroles, New York State Department of Health, Nassau County Attorney's Office as well as individual attorneys. For many years we have also been the exclusive provider of court reporting services to the Nassau County Legislature.

Precise Court Reporting Services, Inc. is certified as a Woman Owned Business by the State of New York, City of New York and the County of Nassau. The company is also registered as a vendor with Nassau County.

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Florence E. Seff, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28th day of March 2016

Joann Pyne Wunderlin
Notary Public

JOANN PYNE WUNDERLIN
Notary Public, State of New York
No. 01PY6160225
Qualified in Nassau County
Commission Expires Jan. 29, 2019

Name of submitting business: Preese Court Reporting Sves, Inc

By: Florence E. Seff Print

Florence E. Seff
Signature

President + CEO
Title

03 / 28 / 2016 Date

E-86-16

RULES RESOLUTION NO. 88 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S
OFFICE AND PRECISE COURT REPORTING SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4-11-16
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Precise Court Reporting Services, Inc. to provide
professional court reporting services for certain grand jury panels, a copy of
which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said amendment
to an agreement with Precise Court Reporting Services, Inc.

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Precise Court Reporting Services, Inc., having its principal office at 200 Old Country Road, Suite 110, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000001 between the County and the Contractor, executed on behalf of the County on February 6, 2013, as amended by amendment one (1) County contract number CLDA14000002, executed on behalf of the County on March 18, 2014, and as further amended by amendment two (2) County contract number CLDA15000001, executed on behalf of the County on March 31, 2015 (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2013 until December 31, 2015 with two (2) remaining one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Four Hundred and Eighty Thousand Dollars (\$480,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the two (2) remaining renewal options by both extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2017, if needed, for the sole purpose of transcribing minutes taken in December, 2016.

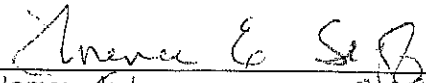
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Six Hundred and Forty Thousand Dollars (\$640,000.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

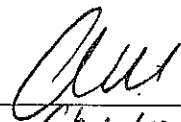
[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PRECISE COURT REPORTING SERVICES, INC.

By: 
Name: Florence E. Self
Title: Pres - CEO
Date: 2/17/16

NASSAU COUNTY

By: 
Name: Charles Ribic
Title: County Executive
☒ Deputy County Executive
Date: 3/18/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17th day of February in the year 2016 before me personally came Florence Self to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President / CEO of Precise Court Reporting, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Joann Pyne Wunderlin
NOTARY PUBLIC

JOANN PYNE WUNDERLIN
Notary Public, State of New York
No. 01PY6160225
Qualified in Nassau County
Commission Expires Jan. 29, 20 19

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19th day of May in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Samantha Goetz



George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Rd., Suite 110, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 02/06/13. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a request for proposals was issued on 07/16/12. Seven (7) proposals were evaluated and the highest ranking proposer was selected. A copy of the most recent evaluation of the contractor's performance is attached.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.


VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

02/23/16
Date

***NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

Compt. form Pers./Prof. Services Contracts: Rev. 09/15



MADLINE SINGAS
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: To Whom It May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 02/23/16

Subject: Contractor Evaluation:
Precise Court Reporting Services, Inc. (CQDA13000001)/(CLDA16000004)

Please be advised that the services heretofore performed by this vendor under the above referenced contract have been very satisfactory.

Contract ID#: CQDA13000001 03
Amendment ID# CLDA15000001



Department: District Attorney

SERVICE Court Reporting Services

E-23-15

Contract Details

NIFS ID #: CLDA15000001

NIFS Entry Date: 01/15/15 Term: 01/01/15 -- 12/31/15

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES# _____		

Agency Information

Vendor		County Department	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988	Department Contact Robert McManus	
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393	Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501 Phone (516) 571-3354	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/> X	1/15/15 1/16/15	<i>John A...</i> <i>W. M...</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	1/24/15	<i>William...</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/29/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/29/15	<i>Q. Amato</i>	
1/29/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/29/15	<i>W. P. H...</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fwd Original Contract to CA <input type="checkbox"/>	2/6/15	<i>Concetta A. Petrucci</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	2/19/15	<i>S. S. S...</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	3/17/15	<i>B. J...</i>	
	County Executive	Notification Filed with Clerk of the Leg. <input type="checkbox"/>	3/30/15	<i>[Signature]</i>	

Contract Summary

PR5254 (1/06)

Contract ID#: CODA13000001 03
Amendment ID# CLDA15000001



Department: District Attorney

Description: This is an amendment extending a previous agreement for one year for professional court reporting services for certain grand jury panels. This amendment covers the period from January 1, 2015 to December 31, 2015.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:

RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:

This amends the original agreement to extend the services for a period of one year from January 1, 2015, to December 31, 2015. The County at its sole discretion may renew this Agreement under the same terms and conditions for two (2) additional one (1) year terms. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this amendment shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.

Impact on Funding / Price Analysis:

Funding for this agreement has been included in our approved 2015 budget.

Change in Contract from Prior Procurement:

No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4	<i>J. Amato 7/29/15</i>	\$
5		\$
6		\$
TOTAL		\$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 01/15/15

NIPS Certification I certify that this document was accepted into NIPS. Name: <i>RB</i> Date: <i>3/15/15</i>	Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name: <i>R. McManus</i> Date: <i>3/17/15</i>	County Executive Approval Name: <i>[Signature]</i> Date: <i>1/30/15</i> E #: <i>[Blank]</i> <small>(For Office Use Only)</small>
------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------

E-23-15

RULES RESOLUTION NO. 31 - 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S
OFFICE AND PRECISE COURT REPORTING SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2/2/15
YEERING:
yes 7 ayes 0 abstained 0 recused 0
Legislators present:

WHEREAS, the County has negotiated an amendment to a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Precise Court Reporting Services, Inc.

RULES RESOLUTION NO. - 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S
OFFICE AND PRECISE COURT REPORTING SERVICES, INC.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Precise Court Reporting Services, Inc. to provide
professional court reporting services for certain grand jury panels, a copy of
which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said amendment
to an agreement with Precise Court Reporting Services, Inc.

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Precise Court Reporting Services, Inc., having its principal office at 200 Old Country Road, Suite 110, Mineola, New York, 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000001 between the County and the Contractor, executed on behalf of the County on February 6, 2013, as amended by amendment one (1) County contract number CLDA 14000002, executed on behalf of the County on March 18, 2014 (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2013 until December 31, 2014 with three (3) remaining one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Three Hundred and Twenty Thousand Dollars (\$320,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the three (3) renewal options by both extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2016, if needed, for the sole purpose of transcribing minutes taken in December, 2015.

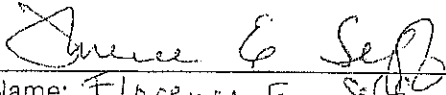
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Four Hundred and Eighty Thousand Dollars (\$480,000.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

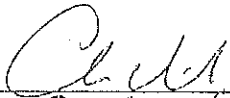
{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PRECISE COURT REPORTING SERVICES, INC.

By: 
Name: Florence E. Self
Title: President & CEO
Date: 12/23/14

NASSAU COUNTY

By: 
Name: Charles Ribando
Title: County Executive
☒ Deputy County Executive
Date: 2/27/15

CHARLES RIBANDO
DEPUTY COUNTY EXECUTIVE

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 23rd day of December in the year 2014 before me personally came Florence E. Self to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of Precise Court Reporting, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Kelly Ann Iacobellis
NOTARY PUBLIC

KELLY ANN IACOBELLIS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 30-4943306
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES OCT 17, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 31 day of March in the year 2015 before me personally came Charles B. Bando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01465230023
Qualified in Nassau County
Commission Expires April 02, 2016

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

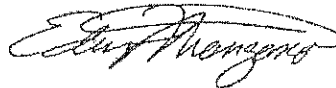
WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 - 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 - 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 - 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 - 2015 remain in full force and effect.

Dated: May 29, 2015



EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Precise Court Reporting Svcs, Inc
Address: 200 Old Country Road Suite 500
City, State and Zip Code: Mineola, NY 11501
2. Entity's Vendor Identification Number: 11-2975988
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Florence E. Seff 140 Old Country Rd, Mineola, NY 11501
Michael Seff 25 Roundtree Dr., Melville, NY 11747

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Florence E. Seff 140 Old Country Rd, Mineola, NY 11501

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

Not applicable

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

Not applicable

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Not applicable

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2/17/16

Signed: Florence E. Seff

Print Name: Florence E. Seff

Title: Pres. CEO

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Contract ID#: CQDA13000001 02
CLDA14000002



Department: District Attorney

Contract Details

SERVICE Court Reporting Services

NIFS ID #: CLDA14000002

NIFS Entry Date: 01/27/14

Term: from 01/01/14 to 12/31/14

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	1/27/14 1/27/14	<i>[Signature]</i> <i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	1/30/14	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/11/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	2/11/14	<i>[Signature]</i>	
2/13/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	2/13/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
2/13/14	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	2/13/14	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	2/18/14	<i>[Signature]</i>	

Contract ID#: CODA13000001 02
CLDA14000002



Department: District Attorney

Contract Summary

Description: This is an extension of a previous agreement for one year for professional court reporting services for certain grand jury panels in accordance with the terms of the original agreement. This extension covers the period from January 1, 2014 to December 31, 2014.
Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.
Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.
Procurement History: RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.
Description of General Provisions: This extends the original agreement to extend the services for a period of one year from January 1, 2014, to December 31, 2014. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this extension shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.
Impact on Funding / Price Analysis: Funding for this agreement has been included in our approved 2014 budget.
Change in Contract from Prior Procurement: No change.
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

Document Prepared By: R. McManus

Date: 01/27/14

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover the contract is present in the appropriation to be charged	Name: <i>[Signature]</i>
Name: <i>J. [Signature]</i>	Name: <i>[Signature]</i>	Date: <i>3/13/14</i>

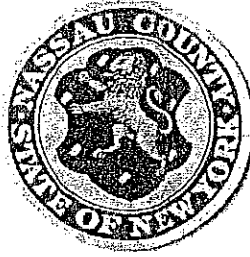
Contract ID#: CQDA13000001 02
CLDA14000002



Department: District Attorney

Date	Date	<i>(For Office Use Only)</i>
		E #:

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Road, Suite 110, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 02/06/13. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on 07/16/12. Seven (7) proposals were received and evaluated. The two (2) highest-ranking proposals were accepted based on pre-established criteria. A copy of the most recent evaluation of the contractor's performance is attached. The contractor has received a satisfactory evaluation.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

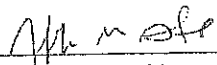
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

01/27/14
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04



KATHLEEN M. RICE
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: To Whom It May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 01/27/14

Subject: Contractor Evaluation:
Precise Court Reporting Services, Inc. (CQDA13000001)

Please be advised that the services heretofore performed by this vendor under the above referenced contract have been very satisfactory.

OWNERSHIP DISCLOSURE DOCUMENT

PRECISE COURT REPORTING SERVICES, INC.
200 OLD COUNTRY ROAD, SUITE 110
MINEOLA, NEW YORK 11501

SOLE OWNER AND PRINCIPAL:

FLORENCE E. SEFF
116 BAYVIEW AVENUE
BABYLON, NEW YORK 11702

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Precise Court Reporting Services, Inc., having its principal office at 200 Old Country Road, Mineola, New York, 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000001 between the County and the Contractor, executed on behalf of the County on February 6, 2013 (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2013 until December 31, 2013 with four (4), one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred and Sixty Thousand Dollars (\$160,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) renewal options by both extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

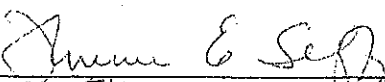
1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2015, if needed, for the sole purpose of transcribing minutes taken in December, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Three Hundred and Twenty Thousand Dollars (\$320,000.00) (the "Amended Maximum Amount").


3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PRECISE COURT REPORTING SERVICES, INC.

By: 
Name: Florence E. Self
Title: President + CEO
Date: 11/22/14

NASSAU COUNTY

By: 
Name: Richard Robinson Walker
Title: County Executive
☒ Deputy County Executive
Date: 3/18/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 22nd day of January in the year 2014 before me personally came Florence E. Seiff to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of Precise Court Reporting, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Kelly Ann Jacobellis
NOTARY PUBLIC

KELLY ANN JACOBELLIS
NOTARY PUBLIC, State of New York
No. 30-4943306
Qualified in Nassau County
Commission Expires October 17, 2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 18 day of March in the year 2014 before me personally came Richard E. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01FEC000023
Qualified in Nassau County
Commission Expires April 02, 2016

E-278-16

CODA13000001 05
CLDA16000010Department: District Attorney**Contract Details**SERVICE Court Reporting ServicesNIFS ID #: CLDA16000010NIFS Entry Date: 11/10/16 Term: 01/01/17 -- 12/31/17

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 500 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd. Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/> X	11/14/16 11/14/16	<i>[Signature]</i> <i>[Signature]</i>	
11/14/16	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	11/15/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
11/29/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	11/29/16	<i>[Signature]</i>	
11/30/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/30/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>		<i>[Signature]</i>	
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	11/17/16	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	11/17/16	<i>[Signature]</i>	
11/16/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	11/16/16	<i>[Signature]</i>	

Contract Summary

PR5254 (1/06)



Description: This is an amendment extending a previous agreement for one year for professional court reporting services for certain grand jury panels. This amendment covers the period from January 1, 2017 to December 31, 2017.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:

RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:

This is an extension of the original agreement for a period of one year from January 1, 2017, to December 31, 2017. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this amendment shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.

Impact on Funding / Price Analysis:

Funding for this agreement has been included in our approved 2017 budget.

Change in Contract from Prior Procurement:

No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

Document Prepared By: R. McManus

Date: 11/10/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <u>[Signature]</u>
Name <u>[Signature]</u>	Name <u>[Signature]</u>	Date <u>11/16/16</u>
Date <u>11/9/17</u>	Date <u>11/9/17</u>	(For Office Use Only)
		E #:

RULES RESOLUTION NO. ⁴²⁹ - 2016

F. 278-12

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S
OFFICE AND PRECISE COURT REPORTING SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12-14-16
VOTING:
ayes 6 nays 0 abstained 0 recused 0
Legislators present 6

WHEREAS, the County has negotiated an amendment to a personal services agreement with Precise Court Reporting Services, Inc. to provide court reporting services to the Department, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amended agreement with Precise Court Reporting Services, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Rd., Suite 500, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 02/06/13. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a request for proposals was issued on 07/16/12. Seven (7) proposals were evaluated and the highest ranking proposer was selected. A copy of the most recent evaluation of the contractor's performance is attached.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

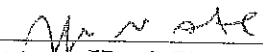
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

11/10/16
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 09/15



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 10/27/16

Vendor: Peace Court Reporting Svcs, Inc

Signed: Florence E. Self

Print Name: Florence E. Self

Title: President - CEO

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Florence E. Seff
 Date of birth 04/26/1950
 Home address 140 Old Country Road, Apt 429
 City/state/zip Mineola, NY 11501
 Business address 200 Old Country Rd, Suite 500A
 City/state/zip Mineola, NY 11501
 Telephone 516-747-9393
 Other present address(es) _____
 City/state/zip _____
 Telephone _____
 List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
 President 06/15/2000 Treasurer _____
 Chairman of Board 06/15/2000 Shareholder 10/01/89
 Chief Exec. Officer 06/15/2000 Secretary _____
 Chief Financial Officer _____ Partner 10/01/89
 Vice President 12/03/93 _____
 (Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
 NO _____ YES X If Yes, provide details. I own 100% of business.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES _____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES _____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES _____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ____ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ____ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ____ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ____ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ____ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ____ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ____ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ____ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ____ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Florence E. Seff, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27 day of October 2016

Francis X. Gray
Notary Public

FRANCIS X. GRAY
Notary Public, State of New York
No. 01GR6238756
Qualified in Nassau County
Commission Expires April 11, 20 19

Precise Court Reporting Svcs. Inc
Name of submitting business

Florence E. Seff
Print name

Florence E. Seff
Signature

Pres + CEO
Title

10 / 27 / 16
Date

OWNERSHIP DISCLOSURE DOCUMENT

PRECISE COURT REPORTING SERVICES, INC.
200 OLD COUNTRY ROAD, SUITE 500
MINEOLA, NEW YORK 11501

SOLE OWNER AND PRINCIPAL:

FLORENCE E. SEFF
116 BAYVIEW AVENUE
BABYLON, NEW YORK 11702

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Michael Seff
Date of birth 03/12/1975
Home address 25 Roundtree Drive
City/state/zip Melville, NY 11747
Business address 200 Old Country Road
City/state/zip Mineola, NY 11501
Telephone 516-747-9393
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 1/1/06 Treasurer 06/15/2000
Chairman of Board 1/1/06 Shareholder 1/1/06
Chief Exec. Officer 1/1/06 Secretary 06/15/2000
Chief Financial Officer 1/1/06 Partner 1/1/06
Vice President 1/1/06
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ___ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it, and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7-year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO X If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO X If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO X If Yes, provide details for each such year.

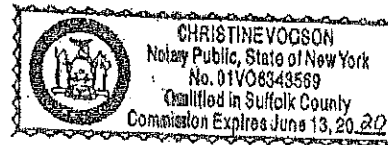
CERTIFICATION

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I, Michael Seff, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief, I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1st day of December 2016

Christine Vogson
Notary Public



Precise Court Reporting Svcs, Inc
Name of submitting business

Michael Seff
Print name

M. Seff
Signature

Secretary Treasurer
Title

12, 1, 2016
Date

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10-27-16

1) Bidder's/Proposer's Legal Name: Precise Court Reporting Svcs, Inc.

2) Address of Place of Business: 200 Old Country Road, Suite 501A, Mineola, NY 11501

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 516-747-9393

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 194081857

5) Federal I.D. Number: 11-2975988

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: Regal Reporting d/b/a Precise; RD Glenn & Assoc, d/b/a Precise; S+S Reporting, d/b/a Precise; En-De Reporting - d/b/a Precise. None of these companies will be performing work under this contract.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details: _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ____; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. If a conflict arises we would contact the County and follow whatever instructions are received.

- A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

See Attached
Sheet

- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company NYS Medicaid Fraud Control

Contact Person Jeannette Charrette

Address 120 Broadway, 13 fl

City/State New York, New York

Telephone 212-417-5392

Fax# _____

E-Mail Address jeannette.charrette@ag.ny.gov

Company NYS Department of Health
Contact Person Nicole Mailloux
Address Riverview Center, 150 Broadway #510
City/State Albany, NY 12204
Telephone 518-402-0748
Fax # _____
E-Mail Address nxm07@health.state.ny.us

Company NYS Attorney General
Contact Person Marcia Bryan
Address 120 Broadway, 22fl
City/State New York, New York
Telephone 212-416-8751
Fax # _____
E-Mail Address Marcia.Bryan@AG.ny.gov

- E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

PRECISE COURT REPORTING SERVICES, INC.

200 Old Country Road, Suite 500A

Mineola, New York 11501

October 27, 2016

Robert McManus, Director of Office Services
Nassau County District Attorney's Office
Administration Bureau
262 Old Country Road
Mineola, New York 11501

1. NARRATIVE RESPONSE

Precise Court Reporting, Inc. is a qualified court reporting agency to provide services for the Nassau County District Attorney's Office for grand jury proceedings. We previously provided this service to the Nassau County District Attorney's Office for over 25 years.

Precise Court Reporting Services, Inc. has its' executive headquarters and business processing office at 200 Old Country Road, Mineola, New York, within walking distance to the Nassau County Court complex. The company has been incorporated since 1986. It is solely owned by Florence E. Seff, who resides at 140 Old Country Road, Mineola, New York. She is the President and CEO. The company is a New York corporation that employs approximately 25 people and has annual revenues in excess of one million dollars.

The company has been privileged to provide Grand Jury court reporting services to various United States Government agencies such as the United States Attorney Generals Office, The Department of Law and Medicaid Fraud Control. We also provide stenographic services to the State Division of Paroles, New York State Department of Health, Nassau County Attorney's Office as well as individual attorneys. For many years we have also been the exclusive provider of court reporting services to the Nassau County Legislature.

Precise Court Reporting Services, Inc. is certified as a Woman Owned Business by the State of New York, City of New York and the County of Nassau. The company is also registered as a vendor with Nassau County.

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I, Florence E. Seff, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27th day of October 2016

Francis X. Gray
Notary Public

FRANCIS X. GRAY
Notary Public, State of New York
No. 01GR6238756
Qualified in Nassau County
Commission Expires April 11, 2019

Name of submitting business: Prease Court Reporting Svcs, Inc

By: Florence E. Seff Print

Florence E. Seff
name
Signature

President & CEO
Title

10 / 27 / 16 Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Pre case Court Reporting Svcs, Inc

Address: 200 Old Country Road, Suite 500A

City, State and Zip Code: Mineola, N.Y. 11501

2. Entity's Vendor Identification Number: 11-2975988

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Florence E. Seff 140 Old Country Rd, Mineola, NY 11501

Michael Seff 25 Roundtree Dr., Melville, NY 11747

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Florence E. Seff 140 Old Country Rd, Mineola, NY 11501

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities:

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 10/27/16

Signed: Florence E. Seff

Print Name: Florence E. Seff

Title: Pres + CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Precise Court Reporting Services, Inc., having its principal office at 200 Old Country Road, Suite 110, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000001 between the County and the Contractor, executed on behalf of the County on February 6, 2013, as amended by amendment one (1) County contract number CLDA14000002, executed on behalf of the County on March 18, 2014, as further amended by amendment two (2) County contract number CLDA15000001, executed on behalf of the County on March 31, 2015, as further amended by amendment three (3) County contract number CLDA16000004, executed on behalf of the County on May 19, 2016, (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2013 until December 31, 2016 with one (1) remaining one (1) year option to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Forty Thousand Dollars (\$640,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the one (1) remaining renewal option by both extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2017, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2018, if needed, for the sole purpose of transcribing minutes taken in December, 2017.

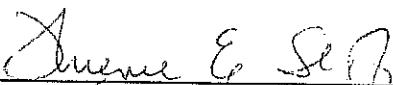
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Eight Hundred Thousand Dollars (\$800,000.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

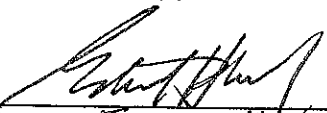
[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PRECISE COURT REPORTING SERVICES, INC.

By: 
Name: Florence E. Seff
Title: President - CEO
Date: 10/27/16

NASSAU COUNTY

By: 
Name: Edward H. Linn
Title: County Executive
☒ Deputy County Executive
Date: 1/19/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On the 27 day of October in the year 2016 before me personally came Florence E. Self to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PRESIDENT + CEO of Preuss Court Reporting the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Francis X. Gray

FRANCIS X. GRAY
Notary Public, State of New York
No. 01GR6238756
Qualified in Nassau County
Commission Expires April 11, 2019

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

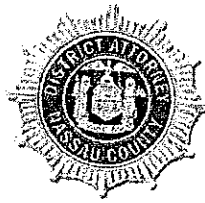
On the 19th day of January in the year 2017 before me personally came Edward H. Ward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Jaclyn Delle

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

MADLINE SINGAS
DISTRICT ATTORNEY



OFFICE OF THE DISTRICT ATTORNEY
NASSAU COUNTY

To: To Whom it May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 11/10/16

Subject: Contractor Evaluation:
Precise Court Reporting Services, Inc. (CQDA13000001)/ (CLDA16000010)

Please be advised that the services heretofore performed by this vendor under the above referenced contract have been very satisfactory.



E-39-18

NIFS ID:CFPW17000023 Department: Public Works**Capital: X**

SERVICE: On-Call Construction Management-Bldgs-B95102-02C-J

Contract ID #:CFPW17000023 NIFS Entry Date: 21-NOV-17 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Elite Construction / KSE Engineers JV	Vendor ID#: 61-1846933
Address: 1225 Franklin Ave., Suite 325 Garden City, N.Y. 11530	Contact Person: Michael Reed
	Phone: 516-512-8983

Department:
Contact Name: Joseph Amerigo
Address: 1194 Prospect Ave. Westbury, NY 11590
Phone: 516-571-6804

RECEIVED
NASSAU COUNTY
CLERK OF SUPERIOR COURT
2018 NOV 27 P 3:42

Routing Slip

Department	NIFS Entry: X	22-NOV-17 -- LDIONISIO
Department	NIFS Approval: X	22-NOV-17 -- KARNOLD
DPW	Capital Fund Approved: X	22-NOV-17 -- KARNOLD
OMB	NIFA Approval: X	18-DEC-17 -- RDALLEVA
OMB	NIFS Approval: X	14-DEC-17 -- MVOCATURA
County Atty.	Insurance Verification: X	22-NOV-17 -- AAMATO
County Atty.	Approval to Form: X	22-NOV-17 -- NSARANDIS

Dep. CE	Approval: X	26-MAR-18 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	05-FEB-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: "On-Call" Construction Management Services
Method of Procurement: Procurement through an RFP process in accordance with DPW procedures for retaining Construction Management Services.
Procurement History: The Contract was entered into after a written request for proposals was issued on January 17, 2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and Nassau County eprocurement website, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on February 7, 2017[date]. 17 proposals were received and 15 of the firms were eligible for review and evaluated. The evaluation committee consisted of: Richard P. Millet, Chief Deputy Commissioner, Rakhil Maitra, P.E. Deputy Commissioner, Robert LaBaw, Architect III, John O'Dougherty, Building Inspector III and Joseph Amerigo, Civil Engineer II. The proposals were scored and ranked. As a result of the scoring and ranking, the 10 highest-ranking proposers were selected.
Description of General Provisions: Standard Nassau County Agreement format utilized.
Impact on Funding / Price Analysis: Project funding will be from appropriate Capital Project.
Change in Contract from Prior Procurement: Not Applicable
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	90	Revenue		01	PWCAPCAP/90400-000/00003	\$ 0.01
Resp:	400	Contract:				\$ 0.00
Object:	00003	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	90400	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01

RENEWAL	
% Increase	
% Decrease	

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** Elite Construction / KSE Engineers JV

2. **Dollar amount requiring NIFA approval:** \$1000000

Amount to be encumbered: \$.01

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. **Contract Term: execution to 2 years**

Has work or services on this contract commenced? N _____

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	Federal % 0
X Capital Improvement Fund (CAP)		State % 0
Other		County % 0

Is the cash available for the full amount of the contract? N

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? N

Has NIFA approved the borrowing for this contract? N

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

"On-Call" Construction Management Services

6. **Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. **Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

RDALLEVA

18-DEC-17

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

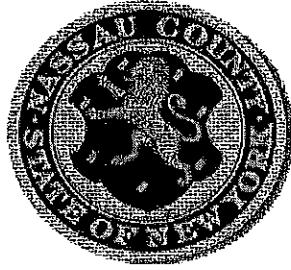
RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND ELITE CONSTRUCTION OF NEW YORK AND KSE ENGINEERS, P.C., A JOINT VENTURE

WHEREAS, the County has negotiated a personal services agreement with Elite Construction of New York and KSE Engineers, P.C., a Joint Venture to provide “On-Call” Construction Management Services: Building Construction Group, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said agreement with Elite Construction of New York and KSE Engineers, P.C., a Joint Venture.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Elite Construction/ KSE Engineers JV

CONTRACTOR ADDRESS: 1225 Franklin Ave., Suite 325, Garden City, NY 11530

FEDERAL TAX ID #: 611846933

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on January 17, 2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and Nassau County eprocurement website, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on February 7, 2017[date]. 17 proposals were received and 15 of the firms were eligible for review and evaluated. The evaluation committee consisted of: Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, P.E. Deputy Commissioner, Robert LaBaw, Architect III, John O'Dougherty, Building Inspector III and Joseph Amerigo, Civil Engineer II. The proposals were scored and ranked. As a result of the scoring and ranking, the 10 highest-ranking proposers were selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

11/11/17
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

Friends of Kevan Abrahams

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Elite Construction Company of NY, LLC

Dated: 1/25/18

Signed:

Print Name: Michael E. Reed, CCM

Title: Chief Executive Officer/ Managing Member



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: KS Engineers, P.C.

Dated: January 19, 2018

Signed: [Signature]

Print Name: Kamal Shahid, PE

Title: President, KS Engineers, P.C.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Michael E. Reed, CCM
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 1225 Franklin Avenue Suite 325
City/state/zip Garden City, New York 11530
Telephone 516-512-8983
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer 02/25/2011 Secretary / /
Chief Financial Officer / / Partner 02/25/2011
Vice President / / / /
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. Managing Member - LLC
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO If Yes, provide details. Loan to Business
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ;
If Yes, provide details. Elite Construction Contracting, LLC - Managing Member

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details. NYC Office of Collective Bargaining

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES X NO ____ If Yes, provide details for each such instance. Setauket FD; With financial concerns caused by project length, the district elected to retain the architect to perform as owner rep. Elite pushed the project in spite of
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, external obstacle including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael E. Reed, CCM, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 26 day of January 2018

Denise M. Seaman
Notary Public

DENISE M. SEAMAN
Notary Public State of New York
No 01SE6107859
Qualified in Nassau County
Commission Expires April 12, 2020

Elite Construction Company of NY, LLC
Name of submitting business

Michael E. Reed, CCM
Print name

Michael E. Reed, CCM
Signature

CEO / Managing Member
Title

01 / 26 / 2018
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Eze O. Small, CFM
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 1225 Franklin Avenue Suite 325
City/state/zip Garden City, New York 11530
Telephone 516-512-8983
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 02 / 25 / 2011 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner 02 / 25 / 2011
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO _____ If Yes, provide details. Member - LLC (49% Ownership)
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES _____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO _____; If Yes, provide details. Elite Construction Contracting, LLC - Member

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details. NYC Office of Collective Bargaining

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES X NO ____ If Yes, provide details for each such instance. Setauket FD; With financial concerns caused by project length, the district elected to retain the architect to perform as owner rep. Elite pushed the project in spite of
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, external obstacles, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Eze O. Small, CFM, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27th day of January 2018

Sectellar Haynes
Notary Public

SECTELLAR HAYNES
Notary Public, State of New York
No.01HA6130425
Qualified in Nassau County
Commission Expires July 18, 2021

Elite Construction Company of NY, LLC
Name of submitting business

Eze O. Small, CFM
Print name
[Signature]
Signature

President / Member
Title

01 / 29 / 2018
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Kamal Shahid, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address KS Engineers, P.C., 494 Broad Street, 4th Floor
City/state/zip Newark, NJ 07102
Telephone 973.623.2999
Other present address(es) 65 Broadway, Suite 1002
City/state/zip New York, NY 10006
Telephone 212.616.2657
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President 07 / 30 / 1997 Treasurer 12 / 06 / 1994
Chairman of Board / / Shareholder 12 / 06 / 1994
Chief Exec. Officer 07 / 30 / 1997 Secretary 12 / 06 / 1994
Chief Financial Officer 07 / 30 / 1997 Partner / /
Vice President 12 / 06 / 1994 / /
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. Managing Member - LLC
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ;
If Yes, provide details. (See attached)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details. (See attached)

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.



Engineers . Surveyors . Construction Managers

KS Engineers, P.C. 65 Broadway, Suite 1002, New York, NY 10006 . Tel:212.616.2657 Fax:212.616.3060 .www.kseng.com

Principal Questionnaire Form

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? Yes.
 - Hazen and Sawyer – KS Engineers – Joint Venture
 - Urban Engineers of NY, D.P.C. – KS Engineers, P.C. Joint Venture
 - AKRF/KSE Joint Venture
 - KSE-WSP JV
 - KSE-D&B JV
 - D&B / KSE JV
 - KSE/BTI – JV

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? Yes.
 - Hazen and Sawyer – KS Engineers – Joint Venture
 - Urban Engineers of NY, D.P.C. – KS Engineers, P.C. Joint Venture
 - AKRF/KSE Joint Venture
 - KSE-WSP JV
 - KSE-D&B JV
 - D&B / KSE JV
 - KSE/BTI – JV

CERTIFICATION

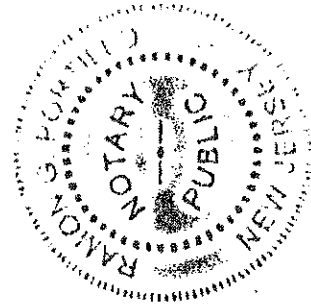
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Kamal Shahid, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19 day of January 2018

Notary Public

RAMON G. PORTILLO
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50022321
My Commission Expires 8/31/2020



KS Engineers, P.C.
Name of submitting business

Kamal Shahid, PE

Print name

Signature

President

Title

01 / 19 / 2018
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 01/26/2018

1) Proposer's Legal Name: Elite Construction Company of NY, LLC

2) Address of Place of Business: 1225 Franklin Avenue Suite 325 Garden City, NY 11530

List all other business addresses used within last five years:

N/A

3) Mailing Address (if different): Same as above

Phone : 516-512-8983

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 078755072

5) Federal I.D. Number: 27-5298729

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☒ Other (Describe) LLC

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ____ If Yes, provide details. Elite Construction Contracting, LLC - Common Ownership
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes X No ____ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). Setauket FD; With financial concerns caused by project length, the district elected to retain the architect to perform as owner rep. Elite pushed the project in spite of external obstacles which caused lack of clear direction.
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ____ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ____ No X If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ____ No X If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ____ No X If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ____ No X If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ____ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ____ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
Elite Construction reviews all current contractual obligations before committing to new work to assure no conflict of interest will be incurred as a result of accepting new work.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm; See attached.
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Roosevelt UFSD

Contact Person Mr. Greg Hamilton

Address 1 Wagner Avenue

City/State Roosevelt, NY 11575

Telephone 516-581-8731

Fax # N/A

E-Mail Address greg.hamilton19@gmail.com

Company Battery Park City Authority

Contact Person Mr. Ken Windman

Address 200 Liberty Street, 24th Floor

City/State New York, New York 10281

Telephone 212-417-4330

Fax # N/A

E-Mail Address kenneth.windman@bpca.ny.gov

Company North Bellmore Public Library

Contact Person Mr. Tom Bazzicalupo

Address 1551 Newbridge Road

City/State North Bellmore, New York 11710

Telephone 631-741-2951

Fax # N/A

E-Mail Address tbazzicalupo@northbellmorelibrary.org

Business History Form

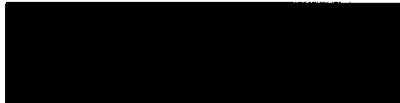
- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal must include:

- i. **Date of formation;**
February 25, 2011
- ii. **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner;**
Michael E. Reed, CCM, Managing Member (51% - Shareholder)



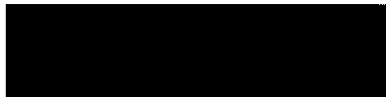
Eze O. Small, CFM, Member (49% - Shareholder)



- iii. **Name, address and position of all officers and directors of the company;**
Michael E. Reed, CCM, Chief Executive Officer



Eze O. Small, CFM, President



- iv. **State of incorporation (if applicable);**
New York
- v. **The number of employees in the firm;**
8 employees
- vi. **Annual revenue of firm;**
\$469,441.60 (average annual revenue for last 5 years)

vii. Summary of relevant accomplishments

Elite Construction Company of NY is a certified veteran- and minority-owned construction firm based in Garden City, New York. Elite is a member of the Construction Management Association of America and serves clients throughout the Northeast. The firm's founding partners, Michael Reed, CCM, and Eze O. Small, CFM, have been working together on some of the region's most complex projects for the past 10 years.

Combined, they offer clients over 40 years of experience at some of the world's largest building firms. Both partners hold master's degrees in engineering and management. Michael Reed, CCM served as a U.S. Air Force officer upon receiving his commission from the United States Air Force Academy. Elite serves diverse market sectors, including commercial, educational, and governmental.

Whether providing preconstruction, general contracting, construction management, client advisory, owner's representation or value engineering services, the company delivers custom solutions tailored to the project at hand, the client, and the end user.

Moreover, Elite's managing partners offer a personal commitment to each project that goes beyond a business relationship. The values upon which Elite is built include community service and leadership, corporate and personal responsibility, and respectful and collaborative business conduct. Through these principles, Elite's personnel provide clients with technical expertise, transparent communication, and a team spirit, which result in the delivery of the highest quality results.

Relevant Experience:

Elite Construction has also provided services to a number of diverse public and private sector clients. Some of the Firm's municipal clients are New York State and Federal agencies, City municipal authorities and Long Island municipalities. Many of the clients, such as Battery Park City Authority (BPCA), New York University, Shelter Rock Public Library, Roosevelt Fire District, Farmingdale Public Library have retained Elite Construction for additional projects due to customer satisfaction. Some of Elite's experience includes:

- Battery Park City Authority Term Contract for On-Call CM Services
- NYS Parks Term Contract for CM Services for the Long Island State Park Region
- NYCDDC Requirements Contract for CM Services, Citywide
- Queens Borough Public Library System Term Contract Owner's Representative
- Nassau Community College Term Contract for On-Call CM Services
- New York University Construction Manager



COMMITTED TO EXCELLENCE

- Battery Park City Authority - \$3.5 million
- Roosevelt UFSD - \$66.9 million
- Hempstead UFSD - \$18.1 million
- Roosevelt Public Library - \$12.3 million
- North Bellmore Library - \$8.9 million
- Malverne UFSD - \$4.1 million
- NYC Parks – Olmstead Center Renovation
- Glen Cove Public Library Construction Manager
- Farmingdale Public Library Construction Manager
- Shelter Rock Public Library Construction Manager
- Roosevelt Fire District Construction Manager

Awards and Achievements:

2017 - NYS Minority and Women Business Enterprise Forum – Panelist / Speaker

2017 - Competitive Edge Conference – MWBE Firm of the Year Award

2015 - Operation Get Ahead, Inc – Minister Gerard Burnett, Sr. Memorial Award

2014 - Village of Hempstead – Distinguished Business Award

2012 – Legislative Minority Leader Kevan Abrahams – First & Ten Celebration – Business Honoree

- viii. Copies of all state and local licenses and permits.
See attached, NYSDOS, NYSMBE, CVE VOSB, NYSDOTDBE

B. Indicate number of years in business.
Business since 2011 – 6 years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
Please see attached award letter from Competitive Edge Committee, Firm Profile, and Letters of Recommendations from Clients

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through June 30, 2017.

Selected Entity Name: ELITE CONSTRUCTION COMPANY OF NY, LLC

Selected Entity Status Information

Current Entity Name: ELITE CONSTRUCTION COMPANY OF NY, LLC

DOS ID #: 4060082

Initial DOS Filing Date: FEBRUARY 25, 2011

County: NASSAU

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

ELITE CONSTRUCTION COMPANY OF NY, LLC

1225 FRANKLIN AVENUE STE 325

GARDEN CITY, NEW YORK, 11530

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
FEB 25, 2011	Actual	ELITE CONSTRUCTION COMPANY OF NY, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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Empire State Development

November 30, 2012

File ID: 56825

Mr. Michael Reed
Elite Construction Company Of NY, LLC DBA Elite Construction Company Of NY
1225 Franklin Avenue
Suite 325
Garden City, NY 11530

Dear Mr. Michael Reed:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has completed its review of your application for State Certification as a Minority Business Enterprise (MBE) and has determined that your firm meets eligibility requirements for certification, pursuant to Executive Law, Article 15-A.

On behalf of the DMWBD, we are pleased to inform you that the firm of Elite Construction Company Of NY, LLC DBA Elite Construction Company Of NY has been granted status as a **Minority Business Enterprise (MBE)**. In our effort to help you have the broadest possible reach, your business will be listed in the State's Directory of Certified Businesses with the codes listed on the following page

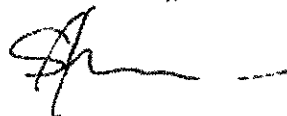
Certification status is not intended to imply that the State of New York guarantees your company's capability to perform on State contracts, nor does it imply that your company is guaranteed any State business.

Be advised that your certification expires 3 years from the date of this letter or unless you are contacted by this Office for recertification.

Please remember that any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to company name, business address, telephone numbers, principal products/services, and bonding capacity. At such time as it is necessary for your company to be recertified, you will be notified by this office.

If your certification is questioned by any public or private entity, please direct the inquiry to this Office for clarification. Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Yours sincerely,



Scott Munson
Director of Certification

Empire State Development

New York State Department of Economic Development
633 Third Avenue New York New York 10017 Tel 212 803 2414
Web Site: www.esd.ny.gov/MWBE/html

November 30, 2012

File ID: 56825

Mr. Michael Reed
Elite Construction Company Of NY, LLC DBA Elite Construction Company Of NY
1225 Franklin Avenue
Suite 325
Garden City, NY 11530

Elite Construction Company Of NY, LLC DBA Elite Construction Company Of NY will be listed in the State's Directory of Certified Businesses with the following list of codes for products and services:

ESD-C-0222: DRYWALL CONTRACTORS
ESD-C-0466: PAINTING (EXTERIOR) CONTRACTORS
ESD-C-0709: UTILITY CONTRACTORS
ESD-I-0618: ELECTRIC CONTRACTORS
NAICS-236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING

Michael Reed

From: Brunson, Gwendolyn (ESD) <Gwendolyn.Brunson@esd.ny.gov>
Sent: Tuesday, February 16, 2016 12:03 PM
To: mreed@eliteccny.com
Subject: Elite Construction Company Of NY, LLC, DBA Elite Construction Company Of NY
Importance: High

To Whom It May Concern;

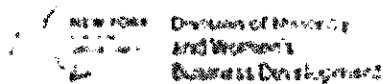
Please note that **Elite Construction Company of NY, LLC**, current Certification is still an active MBE, and **will remain active in our system until the final decision** is made regarding their Recertification. **Elite Construction Company of NY, LLC**, may continue to do business as usual. To check their active status please go to our website at <https://ny.newnycontracts.com>; on the right-hand side, click the **MWBE Directory** and input the name of their business. The firm's status will appear at the **bottom of the page**. If you do not see the business name at the bottom of the page, this means it is **no longer active**. Please feel free to contact the **MWBE Help Desk at 212-803-2414**, if you should need further assistance. Thank you.

Best regards,

Gwen

Gwen Brunson
Hearing Coordinator/Administrative Assistant
The Division of Minority and Women's Business Development

Empire State Development
633 Third Avenue, 33rd Floor, New York, NY 10017
Phone (212) 803-2414
Email: gwendolyn.brunson@esd.ny.gov | <https://ny.newnycontracts.com>



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Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name	Elite Construction Company Of NY, LLC, DBA Elite Construction Company Of NY
Owner	Mr. Michael E. Reed
Address	1225 Franklin Avenue
> Map This Address	Suite 325 Garden City, NY 11530
Phone	516-512-8983
Fax	516-873-8881
Email	MREED@ELITECCNY.COM
Website	WWW.ELITECCNY.COM

Certification Information

Certifying Agency	New York State
Certification Type	MBE - Minority Business Enterprise
Certified Business Description	<p>Elite Construction of New York is a premier builder for high profile commercial, educational, institutional, residential, retail and sports projects. The firm, headquartered in Garden City, NY, delivers superior pre-construction and construction phase services to every client while building world-class facilities for future generations to utilize to their full potential. Elite Construction is your local builder that is dedicated to your project's success and it is Committed to Excellence.</p> <p>The following services are performed in-house by Elite Construction personnel:</p> <ul style="list-style-type: none">• Client Consultants• Owner's Representative• Construction Managers• Project Management• Completion Contracting• Cost to Complete Studies• Project Relets and Bidding• Construction Estimating• Project Scheduling• Construction Claim Analysis

Commodity Codes

Code	Description
ESD I-0086	BUSINESS CONSULTANTS
ESD I-0163	CONSTRUCTION MANAGEMENT
ESD I-0501	PROJECT MANAGEMENT
ESD I-2189	ADMINISTRATIVE SERVICES
ESD I-2201	COST ESTIMATING
ESD I-2289	CPM SCHEDULING
ESD I-2352	PROJECT ADMINISTRATION

ESD I-2395	CLAIMS REVIEW SERVICES
NAICS 236220	Construction management, commercial and institutional building
NAICS 54133	Engineering Services
NAICS 541618	Other Management Consulting Services
NAICS 551112	Offices of Other Holding Companies
NAICS 561	Administrative and Support Services
NAICS 813910	Business associations
NIGP 90903	Administration of Contracts: Summary of Work, Quality Control, Project Closeout, etc.
NIGP 91821	Business Consulting
NIGP 91826	Communications: Public Relations Consulting
NIGP 92544	General Construction: Management, Scheduling, Cost Estimation - Engineering
NIGP 95327	Claims Processing Services
NIGP 95877	Project Management Services
NIGP 96102	Administrative Services, All Kinds (Incl, Clerical, Secretarial Services, etc.)

Additional Information

Work Districts/Regions	All work districts/regions
Industry	Construction Consultants
Business Size	\$500,000 - \$999,999
General Location	Downstate New York
Location	Long Island

Customer Support

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[Print This Page](#)



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington, DC 20420

MAY 05 2015

In Reply Refer To: 00VE

Mr. Michael E. Reed
Elite Construction Company of NY, LLC
dba Elite Construction of NY
DUNS: 078755072
1225 Franklin Avenue, Suite 325
Garden City, NY 11530

Dear Mr. Reed:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that Elite Construction Company of NY, LLC dba Elite Construction of NY (Elite Construction Company of NY, LLC), has been verified as a Veteran-owned small business (VOSB) and added to the Veteran business database at www.vip.vetbiz.gov. Elite Construction Company of NY, LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA. **This verification is valid for two years from the date of this letter.**

To promote Elite Construction Company of NY, LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards:

http://www.vetbiz.gov/cve_completed_v.jpg

To ensure that Elite Construction Company of NY, LLC is correctly listed in the Vendor Information Pages, check Elite Construction Company of NY, LLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Elite Construction Company of NY, LLC is in compliance with the regulation, Elite Construction Company of NY, LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Elite Construction Company of NY, LLC being removed from the VIP Verification Program.

Please be advised that this letter and other information pertaining to Elite Construction Company of NY, LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. In addition, all companies approved for the program may be required to participate in one or more post-verification audits. Please retain a copy of this letter to confirm Elite Construction Company of NY, LLC's continued program eligibility.

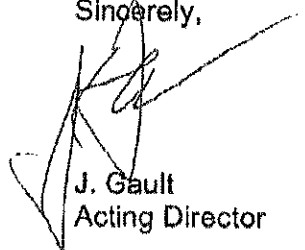
Page 2.

Mr. Michael E. Reed

At any time if Elite Construction Company of NY, LLC discovers one or more NAICS Code(s) that are other than small on its CVE VIP profile, CVE will require all other than small NAICS Codes to be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request the U.S. Small Business Administration (SBA) to conduct a formal size determination. In addition, CVE may initiate a referral to OIG, Debarment and Suspension Committee and or pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Elite Construction Company of NY, LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. Gault', is written over the typed name. The signature is stylized with a large, sweeping initial 'J'.

J. Gault
Acting Director

**Department of
Veterans Affairs**

Memorandum

Date: March 13, 2017

From: Director, Center for Verification and Evaluation

To: Stakeholders


Subject: VA 1-Year Verification Extension

The Department of Veterans Affairs (VA), Office of Small and Disadvantaged Business Utilization (OSDBU) remains dedicated to employing a verification process that effectively responds to the concerns raised by the Veteran business community. On February 21, 2017, the VA published in the Federal Register a change to 38 CFR Part 74, extending the eligibility period for firms verified in the Veterans First Contracting Program from two (2) to three (3) years. The purpose of this change is to reduce the administrative burden on VOSBs/SDVOSBs regarding participation in VA acquisition set asides. The rule change extending the eligibility period will take effect on **March 21, 2017**.

1. All firms that are currently verified as of March 21, 2017 will be automatically granted an additional one (1) year of eligibility. This eligibility extension will be reflected in the Vendor Information Pages (VIP). Updated verification approval letters will not be sent.
2. For verified firms that have submitted reverification applications on or before March 21, 2017, and:
 - a. If your application has not yet been assigned to a Case Analyst, your reverification application will be administratively removed from further processing. Your current eligibility verification period will be extended one (1) year as outlined above, and you will be eligible to apply for reverification when you are within 120 days of the expiration of your new eligibility period, or
 - b. If your application has been assigned to a Case Analyst,
 - i. CVE will continue processing your reverification application and your current eligibility period will be extended for one (1) year so that your eligibility will not lapse during the processing of the reverification application. If your reverification application is approved, you will be granted a new three (3) year eligibility period, or
 - ii. If you do not wish to continue with the reverification process, you may withdraw your reverification application and your verification eligibility period will be extended one (1) year as outlined above. You may reapply when you are within 120 days of the expiration of your new eligibility period.
3. For previously-verified firms that have an open reverification application in process but expired prior to March 21, 2017:
 - a. You will not receive an extension, as your period of eligibility has expired.

- b. CVE will continue processing your reverification application. If your reverification application is approved, you will be granted a new three (3) year eligibility period.
- 4. All verification approval letters sent on or after March 21, 2017 will reflect a three (3) year eligibility period.

If you have any questions about this process, please contact the Call Center at (866) 584-2344 and vip@va.gov.


Thomas McGrath
Director,
Center for Verification and Evaluation (CVE)



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
ALBANY, N.Y. 12232
www.nysdot.gov

JOAN McDONALD
COMMISSIONER

ANDREW M. CUOMO
GOVERNOR

MAR 21 2013

Mr. Michael Reed

ELITE CONSTRUCTION COMPANY OF NY LLC.

1225 Franklin, Suite 325

Garden City, NY 11530

Re: DBE CERTIFICATION NOTICE

Dear Mr. Reed:

The New York State Department of Transportation (NYSDOT), a Certifying Partner in the New York State Unified Certification Program (NYSUCP), is pleased to inform you that your firm meets the eligibility criteria established by the U.S. Department of Transportation Disadvantaged Business Enterprises regulation, codified at 49 CFR, Part 26, and has been **CERTIFIED** as a Disadvantaged Business Enterprise (DBE) with the NYSUCP. Your firm is certified to provide the services listed below:

Area of Service: Construction Management and General Construction Services

NAICS

236220 Construction Management, Commercial and Institutional Building

Your firm is eligible to participate as a DBE on NYSDOT, Metropolitan Transportation Authority, Port Authority of New York and New Jersey and Niagara Frontier Transportation Authority federally assisted projects in the identified service areas.

Your firm's certification status with the NYSUCP will remain effective for as long as your firm continues to meet all DBE certification eligibility requirements and the ownership and control of the firm, upon which DBE certification was granted, has not changed. However, you are required to submit, annually, on the anniversary date of this notice, a sworn affidavit affirming that there have been no changes in your firm's economic disadvantaged status, ownership or control. In the event that there are changes, please be advised that you are required to notify the NYSDOT, within 30 days, of any changes in your business' ownership, control and/or operations including address, telephone number, business services and capabilities. Failure to adhere to these requirements may result in the removal of DBE certification.

Your firm will be included in the NYSUCP Directory (<http://biznet.nysucp.net>) which will indicate the type of work that your firm has been certified to perform.

Please note that any of the Certifying Partners of the NYSUCP reserves the right to review your firm's certification eligibility prior to your firm's participation on a federally assisted project for their agency or at any time that it is determined that such reevaluation is warranted.

As a newly certified DBE highway and bridge construction contractor, you are eligible to receive a free one-year subscription to Bid Express (Bid-X). Bid-X is a Web-based subscription service that provides for the electronic submission of contract bids by contractors for NYSDOT contracts. To learn more about the features and benefits of Bid-X, please contact NYSDOT Office of Civil Rights at OCR-SBN@dot.state.ny.us.

Furthermore, as a newly certified DBE you should be aware that the U.S. Small Business Administration (SBA) can guarantee bonds for contracts up to \$2 million, covering bid, performance and payment bonds for small and emerging contractors who cannot obtain surety bonds through regular commercial channels. To learn more about the Surety Bond Guarantee Program, please call 800-U-ASK-SBA (800-827-5722) or visit <http://www.sba.gov/index.html>.

We are pleased to have you as a participant in the NYSUCP and wish you much success.

Should you have any questions, please email DBEcrt@dot.state.ny.us, or call (518) 457-3180.

Sincerely,

Jacqueline E. Jones

Jacqueline E. Jones
Compliance Specialist II
DBE Certification Supervisor
Contract Audit Bureau

June, 20 2017

Elite Construction Company Of NY
Michael E. Reed
1225 Franklin Avenue
Suite 325
Garden City, NY 11530

THE COMPETITIVE EDGE

Dear Mr. Reed,

Congratulations! The Competitive Edge Conference committee has selected you as a recipient for the Minority Business Enterprise (MBE) Award to be presented during our conference luncheon on Tuesday, July 18, 2017 at 12:45p.m.

This is in recognition of your continued success and exemplary leadership demonstrated throughout the D/M/WBE community. Your ongoing efforts and determination as a minority are an inspiration to us all and those efforts should serve as an encouragement for our future entrepreneurs.

The Competitive Edge Conference inaugurated in 1993, is a collaborative effort by several New York agencies, authorities and corporations. The conference is designed to provide information, resources and support to the disadvantaged, minority and women-owned business enterprises (D/M/WBEs) through training, networking and interfacing with developers, construction management and procurement specialists. Conference participants learn about public/private sector business opportunities, certification process and procurement process.

Please confirm acceptance of this award by contacting Image Marketing at 718.395.1932 as soon as possible. We will also need your bio and photo sent to us immediately. On the date of the conference, please arrive by 12:00pm for advance photos and preferential seating. During the luncheon and awards program, you will be introduced and have up to 2 minutes to make brief remarks. We will do our part to make sure that the program flows smoothly and in a timely manner. If you are interested in becoming a sponsor for this all-day conference which includes Break-out sessions and tradeshow, please see the available packages in the email.

Once again congratulations on this prestigious award.

Sincerely,

The Competitive Edge Committee



Battery Park
City Authority



NY Power
Authority



THE PORT
AUTHORITY
OF NY & NJ



OASNY

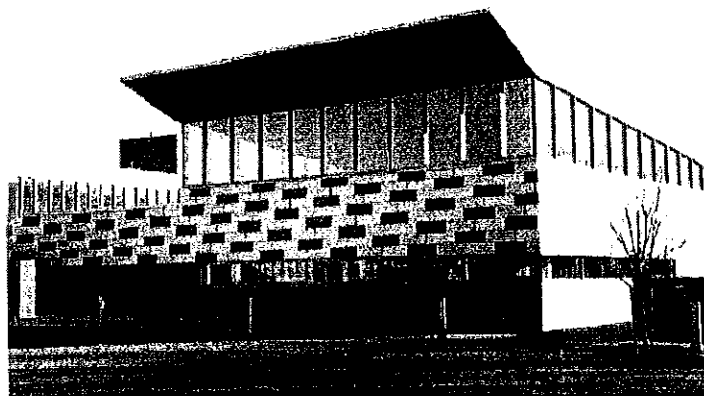


Homes and
Community Renewal



ELITETM

CONSTRUCTION OF NY



EXCELLENCE ■ ETHICS ■ RESPONSIBILITY IN CONSTRUCTION MANAGEMENT

Elite Construction of NY is a certified veteran- and minority-owned construction firm based in Garden City, NY. Elite is a member of the Construction Management Association of America and serves clients throughout the Northeast.

The firm's founding partners—Michael Reed, CCM, and Eze O. Small, CFM—have been working together on some of the region's most complex building projects for the past 10 years. Combined, they offer clients 40 years of experience at some of the world's largest building firms. Both partners hold master's degrees in engineering and management. Michael served as a U.S. Air Force officer.

Elite serves diverse market sectors, including commercial, educational, and governmental.

Whether providing preconstruction, general contracting, construction management, client advisory, owner's representation or value engineering services, the company delivers custom solutions tailored to the project at hand, the client, and the end user.

Moreover, Elite's managing partners offer a personal commitment to each project that goes beyond a business relationship. The values upon which Elite is built include community service and leadership, corporate and personal responsibility, and respectful and collaborative business conduct. Through these principles, Elite's personnel provide clients with technical expertise, transparent communication, and a team spirit, which result in the delivery of the highest quality results.

PROJECT MANAGEMENT ■ OWNER'S REPRESENTATION ■ CONSTRUCTION MANAGEMENT ■ GENERAL CONTRACTING ■ COST CONSULTING

1225 Franklin Avenue, Suite 325 ■ Garden City, New York, 11530 ■ telephone: (516) 512-8983 ■ fax: (516) 873-8881 ■ www.eliteccny.com

ELITETM

CONSTRUCTION OF NY



Michael Reed, CCM, is a founding partner of Elite Construction and has served as its Chief Executive Officer since Elite's inception in 2011.

In addition to his management responsibilities, he is involved in estimating, planning, contracting, and executive oversight for all Elite projects.

Prior to founding Elite, Michael worked for nearly 20 years in the construction field for organizations such as the United States Air Force, Turner Construction, and Triton Construction. He has managed projects valued in excess of \$1 billion, including multi-phase Coney Island Improvements Program.

Michael has a Master of Science in Engineering Management from the New Jersey Institute of Technology. He also holds Bachelor of Science degrees in Civil Engineering and Environmental Engineering from the United States Air Force Academy. He served as a commissioned officer and was honorably discharged from the United States Air Force as a Captain.



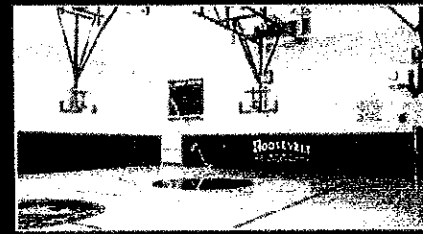
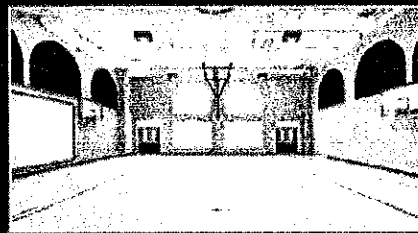
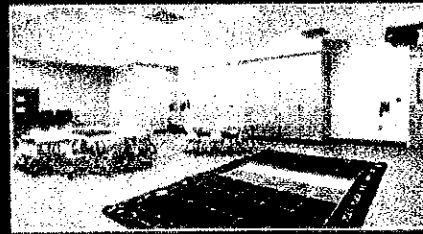
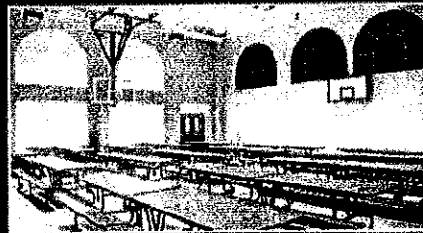
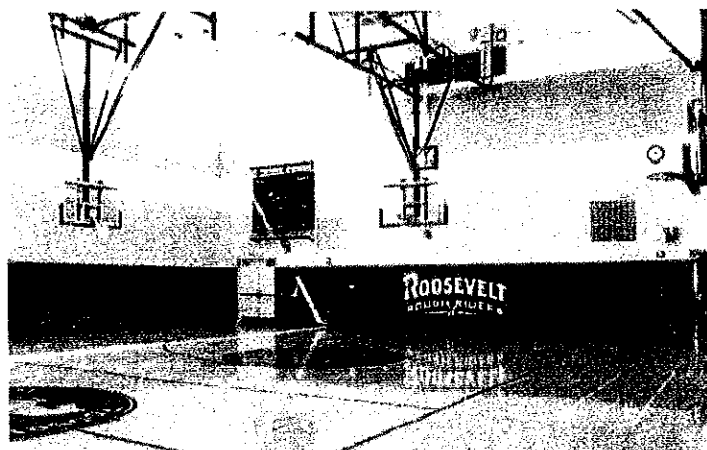
Eze O. Small, CFM, is Elite Construction's founding partner, President and Chief Operating Officer. He supports Elite's project teams with his expertise in logistics, construction operations, and site management.

These include the Long Island school districts of Roosevelt, Hempstead, and Malverne, for which Elite has managed construction projects valued at nearly \$90 million. Eze also oversaw the multimillion dollar upgrades of the 33-story 75 Battery Park Place tower in Manhattan.

Before Elite, Eze worked for nearly 20 years in project management capacities for Turner Construction and Triton Construction. His portfolio includes the \$32 million, LEED Gold-certified Pratt Institute academic building in Brooklyn. He is a member of the National Society of Black Engineers and holds a Master of Science in Energy Management and a Bachelor of Science in Interdisciplinary Studies and Electrical Engineering Technology from New York Institute of Technology.

ELITETM

CONSTRUCTION OF NY



Selected clients:

Battery Park City Authority
Corona Congregational Church
Farmingdale Public Library
Hempstead Union Free School District
Malverne Union Free School District

Nassau Community College
New York University
NHS of Jamaica
North Bellmore Public Library
Roosevelt High School Athletic Field

Roosevelt Public Library
Roosevelt Union Free School District
Selauket Fire District
Shelter Rock Public Library
Universal Baptist Church

Newsday

THE LONG ISLAND NEWSPAPER

HEMPSTEAD VILLAGE

BRIGHT PROSPECTS

A decade
after closure,
school is reborn

BY SOPHIA CHANG
sophia.chang@newsday.com

More than 100 years after it first opened, Hempstead's Prospect School has been reborn.

As hundreds of kindergartners worked on their lessons inside, officials on the front step cut a big blue ribbon yesterday, reopening the building that had been shuttered for 10 years.

The ceremony in the school's parking lot drew elected officials and community members to celebrate the return of the school built in 1906 and transformed by a 16-month \$18.1 million renovation.

"It is a bright, beautiful day in the Hempstead Union Free School District," Superintendent Susan Johnson told a crowd of hundreds of residents, elected officials and educators gathered in front of the school on Peninsula Boulevard.

One parent was delighted with the school's new facilities.

"The school is beautiful. I couldn't believe what they did," Stephanie Mills said in a phone interview. "I like the way they did the classrooms and when you walk into the hallways, it's so bright and nice."

She said her son Christian, 5, had a great first day.

Johnson said an estimated 598 students have enrolled at the school, which will serve as a districtwide kindergarten.

The Prospect School was closed in 2003 because of structural issues. For a decade, students were housed in temporary trailer classrooms. Renovations, which began in 2012, were delayed for months because of asbestos abatement and superstorm Sandy damage.

Now, the school has more than 30 learning spaces, a library and wireless Internet access. Renovations were financed primarily with state grants after a 2011 bond vote, with the district paying \$500,000.

The reopening of the Prospect School has been heralded



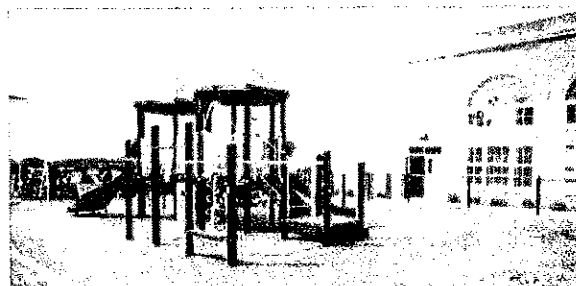
Hempstead student
Travis Nelson
speaks at
yesterday's opening.

About the school

- **BUILT:** 1906
- **CLOSED:** August 2003
- **PURPOSE:** Districtwide kindergarten center
- **COST:** \$18.1 million
- **SIZE:** 60,000 square feet
- **FIRST-DAY ENROLLMENT:** 598 students

as a turning point for the troubled district, which this summer acknowledged a long-standing policy of raising failing grades to passing and the new placement of the high school on the state's "priority" list.

The retired principal of the Franklin School, John Moore, said this year's enrollment in the district's schools has increased by 300 students over last year.



The renovated Prospect School includes a new playground.

"This district must be doing something right," he said, and added, "Let's let Prospect be a prototype of things to come."

The school's sunny cafeteria is painted bright blue and hallways are color-coded, including a section of lemon yellow. "Don't run!" Principal Carol Eason said as she directed a line of fidgeting children after they ate lunches of turkey and ham

sandwiches with fruit and milk.

Architect Roger Smith of BBS Architecture in Patchogue, which renovated the school with Elite Construction of Garden City, said the building was in "so much disrepair."

"We had to bring the building back to full restoration, and also make it a space for the little guys in terms of size and colors," he said.

Owners, Developers & Managers / Design-Build

nyrej

THE LARGEST COMMERCIAL/INVESTMENT REAL ESTATE NEWSPAPER IN THE STATE

New York Real Estate Journal

November 10 - 23, 2015

DESIGNED BY GALLIN BEELER DESIGN STUDIO

Elite Construction of NY selected to manage \$8.9m library expansion

NORTH BELLMORE, NY The North Bellmore Public Library board of trustees has selected Elite Construction of NY as construction manager for the upcoming expansion and renovation of the library building located at 1551 Newbridge Rd. Elite will be responsible for managing the entire construction program, including coordination of design and engineering planning, selection and oversight of contractors and subcontractors, and supervision of the work schedule, budget, and quality. Elite's president and COO Eze Small, CFM and CEO Michael Reed, CCM will lead the firm's project team.

Designed by the architectural firm of Gallin Beeler Design Studio (GBds), the project will completely renovate and expand the outdated li-



Rendering of the North Bellmore Library - North Bellmore, NY

brary structure, originally constructed in 1962 and expanded in 1986.

Library director, Tom Bazzicalupo, said, "The North Bellmore library serves a community of over 20,000 residents. The current building does not fulfill the community needs and lacks crucial facilities such as a children's activity room, a young adult room, and sufficient meeting rooms.

We look forward to the upgrades, which will serve our community for decades to come.

"The \$8.9 million expansion and renovation will provide the North Bellmore residents with sufficient space for public meetings and youth programs, update the library's technological infrastructure, and improve the building's energy efficiency," said Elite's Reed. "The renovated structure will feature numerous sustainable and energy efficient systems and materials, such as photovoltaic solar panels, energy-saving lighting fixtures, high performance window glazing, window sunscreens, high-efficiency HVAC units, and high recycled content materials."

for full story visit nyrej.com

North Bellmore Public Library

1551 Newbridge Road, North Bellmore, N.Y. 11710

(516)785-6260

FAX (516)785-7204

www.northbellmorelibrary.org

Thomas Bazzicalupo, Director

BOARD OF TRUSTEES

Ethna Lay, President

Barbara Fillios

Robert Gibilterra

Vincent Maiello

Thomas Vaughn

April 3, 2017

To Whom It May Concern

It is with much pleasure and ease that I write this letter of recommendation for Elite Construction. We have been working with Elite Construction for the past year and a half. The firm is serving as the construction manager for our \$8.9 million expansion/renovation project—a 4000 square foot addition and a total gut renovation of our existing building.

Elite Construction is a very important and integral part of our project team. They work well with our architect, the Library's Board of Trustees, the staff and I. In addition, the firm also had to work very closely with our local Board of Education during the preliminary stages of the project and they have always handled each situation professionally. Their personnel are able to make complicated information into terms that laymen can understand.

Elite Construction is very knowledgeable on the proper channels of the monotonous amount forms and paperwork needed for New York State for any construction project. The firm conducts monthly owners' meetings to bring all individuals involved up-to-date with where the project is at that time. They are very dependable and are very punctual in addressing any concerns you may have and in replying to any e-mail messages or phone calls.

In closing, I can enthusiastically recommend Elite Construction for any type of construction project! Please feel free to contact me if you need any further information.

Sincerely,



Thomas Bazzicalupo
Library Director

To: Whom It May Concern
From: Leighton Mitchell
Date: 10/10/16
Re: Letter of Recommendation-Elite Construction of NY

To Whom it May Concern,

It is my great pleasure to wholeheartedly recommend Elite Construction of NY for general contracting services. On behalf of New York University's, Tisch School of the Arts, I recently awarded a rest room renovation project to Elite and I was completely satisfied with their performance! I was further impressed by their attention to detail, adherence to the schedule and budget and their good communication throughout!

Elite CEO, Michael Reed, was very responsible and proactive throughout the entire renovation. The super he assigned to the project was also very responsible and professional and took care of any needs that stakeholders on the floor had, including the facilities staff here at the school. Michael's close supervision and eye for detail was appreciated as was his very kind, professional demeanor.

I would not hesitate to use Elite again in the future and in fact I look forward to working with them again soon. If I can provide any further information regarding my experience, please feel free to contact me.

Thanks-Leighton

August 20, 2015

Battery Park City Authority
200 Liberty St.
New York, NY 10281

Elite Construction of NY
1225 Franklin Avenue, Suite 325
Garden City, New York 11530
Attn: Michael Reed

Re: Recommendation Letter

Dear Mr. Reed,

On behalf of Battery Park City Authority, it gives me great pleasure to recommend Elite Construction of New York as the builder for your project.

Throughout our \$3.5 million Battery Park City Parks Conservancy-Mechanical Systems Modification Project, Elite Construction of New York has exemplified outstanding professional service and leadership.

Our project required the abandonment of two geothermal wells, upgrades to the boiler unit and installation of a new chiller unit to support the facility, as well as improvements to the building's ventilation systems. Elite Construction of New York has continuously used its experience to fulfill the requirements of our project with distinction.

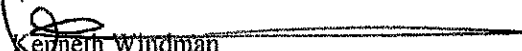
It is also important to note that the company's on-site manager, Jayson Hill, is a hard-working, punctual and proactive person, who never hesitates to ensure that our construction needs are properly addressed. We believe that his excellent work with our Conservancy-Mechanical Systems Modification Project is a reflection of the work ethic of all Elite Construction personnel.

Elite Construction of New York also maintains consistent communication with the building's owner and tenants, which has assisted in the project's ongoing success. In addition, the company has made it a priority to adhere to our project's construction timeline and we are highly anticipating our project's completion at the end of this month.

Our company is very pleased with Elite Construction of New York's exceptional performance and we are elated to recommend this company for your construction project.

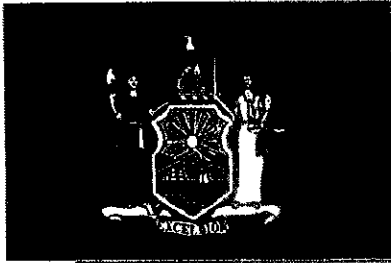
If you have any questions, please do not hesitate to contact me at 212-417-4330.

Sincerely,


Kenneth Windman
Director
Facilities & Infrastructure Management



**Battery Park
City Authority**



Roosevelt Fire District

PO Box 501

Roosevelt, New York 11575

(516) 771-3370

E-Mail: Commissioners @rooseveltd.org Fax: (516) 378-4408

CHAIRMAN
Garland Moore

VICE CHAIRMAN
Pamela Williams

COMMISSIONERS
Tracy Bowdwin
Wayne Nelson
Hector B. Tyler

ATTORNEY
Lance D. Clarke, Esq.

SECRETARY
Clara Gillens Eromosele

TREASURER
John H. Whitchett

May 17, 2015

RE: Recommendation Letter for Elite Construction of NY

To Whom It May Concern:

Elite Construction of NY was retained by the Roosevelt Fire District to manage our Emergency Generator at Station No. 3 project. Once onboard, they immediately established a plan on how the work was to be implemented from design development to project closeout. Their dedication to customer satisfaction has enabled me to comfortably write this recommendation letter.

With the use of their project controls, Elite Construction managed the generator project and kept the district informed every step of the way. Every action was taken to ensure that this project was a success for all parties involved. Our favorable experience continues the positive reputation that the company has developed in the community with their work associated with the Roosevelt Public Library and the Roosevelt High School projects.

I would invite you to give me a call to discuss our experience with Elite Construction of NY. Their 'attention to detail' enabled for the project to be completed flawlessly and we were always informed as a client. We look forward to another opportunity when we can utilize their services.

If you need additional information or have any questions, please do not hesitate to contact me at 516-351-7836.

Sincerely,

Wayne A. Nelson

Commissioner, Roosevelt Fire District

December 5, 2013

RE: Recommendation Letter for Elite Construction of NY

To Whom It May Concern:

It gives me great pleasure to recommend Elite Construction of New York for your project. Elite Construction of New York provides exceptional services and I truly believe that this firm would be an excellent company to help bring your plans to fruition.

BOARD OF EDUCATION

185 Peninsula Blvd.
Hempstead, N.Y. 11550

Mrs. Betty J. Cross
President

Mrs. JoAnn Simmons
1st Vice President

Ms. Shelley Brazley
2nd Vice President

Mr. Lamont Johnson
Treasurer

Mrs. Patricia Wright
District Clerk
(516)292-7111 X 1130
Fax: (516)-292-1830

Susan Johnson
Superintendent
(516)292-7111 X 1001
Fax: (516)-292-0933

As the president of the Hempstead Board Education, I worked alongside Elite Construction of New York from 2011-2013 to complete the Hempstead School District's \$18.1 million Prospect School Bond Project. From day one, this company utilized its expertise and worked tirelessly to complete this important project for our students. Under Elite Construction of New York's outstanding leadership, innovation and due diligence, our district successfully renovated, restored and reopened this landmark school building as a state-of-the-art kindergarten center. The project, which was a major undertaking for our school district, marked the first time in more than 30 years that a Hempstead School District construction project was completed on time.

In addition, both Michael Reed and Eze Small are exemplary professionals. They are knowledgeable, punctual, resourceful and hardworking individuals, who serve all of their clients with distinction. Throughout the Prospect School Bond Project, Michael and Eze maintained excellent and consistent communication with the district, which included providing the Hempstead Board of Education with monthly reports.

Our district is very pleased with Elite Construction of New York's performance and we look forward to working with the firm in the future. There is no doubt that this company will work diligently each day to meet your needs and expectations as well. Arrangements can be made for a visit of the Prospect site if desired. If you need additional information or have any questions, please do not hesitate to contact me at 516-292-7111 X 1130, or via e-mail, bcross@hempsteadschools.org.

Sincerely,



Betty J. Cross
President, Board of Education
Hempstead Union Free School District

Roosevelt Union Free School District

ADMINISTRATIVE OFFICES 335 East Clinton Avenue Roosevelt, NY 11575 Tel: (516) 345-7001 Fax: (516) 345-7326 www.rooseveltufsd.com

Board of Education

Robert Summerville, President
Alfred T. Taylor, Vice President
Wilhelmina Funderburke, Trustee
Robert Miller, Trustee
Willa Scott, Trustee

Superintendent of Schools

Robert-Wayne Harris

May 5, 2013

RE: Recommendation Letter for Elite Construction of NY

To Whom It May Concern:

I am pleased to write this letter of recommendation on behalf of Elite Construction of NY. Elite Construction of NY was chosen by the Roosevelt Union Free School District (UFSD) to conclude the last in a series of five (5) school construction improvement projects, the complete renovation of our High School. Elite Construction of NY was particularly chosen over other construction managers to facilitate the renovation of our High School based upon their proven track record of performance and success as well as for their client satisfaction.

In 2002, the Roosevelt UFSD embarked upon several school construction initiatives to revitalize all of our schools in order for them to reflect true 21st century learning environments for our students and staff. After successfully building four brand new schools, the last remaining and most challenging project was the complete renovation of Roosevelt High School, the flagship school of the District. Although our available resources would not allow us to build a brand new Roosevelt High School, the District still desired that the newly renovated school would reflect the grandeur, beauty and splendor of our recently built elementary schools and middle school. In order to accomplish this feat, the District searched for a construction management company that would maximize our remaining school construction resources and also meet an aggressive timeline to completely renovate the High School in accordance with our high expectations.

To this end, Elite Construction of NY which brings over thirty five years worth of successful construction projects was chosen by Roosevelt UFSD to lead the reconstruction of our entire High School campus (school facility and sports complex). This monumental project included the complete renovation of our existing 196,000 square foot High School, the addition of 36,000 square feet of new construction to include a state-of-the-art Library Media Center, new gymnasium complex, and an inviting cafeteria and kitchen accommodations. Also, included as part of the \$66.9 million bond program was the complete overhaul of the Sports Complex shared with our Middle School which now provides an 8 lane all-weather track, sports lighting, bleacher expansion, tennis courts and reconstructed athletic fields.

During our recent public tours of the facility, the Roosevelt school community members were extremely impressed with the amount of work accomplished during the limited time period in which the High School was vacated. Our students and teachers are greatly anticipating the commencement of classes in the fall of 2013 in the now 'jewel' of our construction bond program. With a combination of traditional science rooms and implementation of Fusion Science Labs, the science instructional program will now be enhanced with the usage of 21st century resources. Elite's construction personnel worked tirelessly on this project to ensure that it was delivered to the District on budget and with superior quality. Without the exceptional oversight from Elite's staff, our project would not have been the success hailed by the Roosevelt school community.

Among the many qualities which distinguish Elite Construction of NY from other construction management companies is their dedication and commitment to the successful completion of the project. Since our High School project involved an extensive renovation, it required a persistent attitude to keep the project moving while issues were being resolved. This fortitude, which may come from Chief Executive Officer Michael Reed's military background, allowed for our project to be accomplished in a minimal amount of time due to diligent efforts to keep the contractors focused on the goal of project completion. Another key to Elite's success on the Roosevelt High School Renovation Project were the monthly *Owner and Manager Project Meetings* with the District, Elite and the architect throughout the course of the project. During these meetings, Elite kept us informed and we were able to make key decisions about the project budget, change order log(s), construction operations, and the adherence to the time schedule. Without the meticulous attention to detail provided by Elite Construction of NY, our High School project may not have been as successful which would have reflected poorly on the students, staff and families of the Roosevelt school community.

Please feel free to contact me in order to discuss the bond project further and/or to tour our newly renovated High School facility and campus. I am confident that you will be as highly impressed as we were with the selection of Elite Construction of NY as construction managers.

Sincerely,

A handwritten signature in black ink, appearing to read 'RW Harris', with a long horizontal line extending to the right.

Robert-Wayne Harris
Superintendent of Schools

BOARD OF TRUSTEES

Francis Abel, Jr., President

Bola Majekodunmi, PH.D., Vice President

Mary A. Adams

Wilton Robinson, Jr.

Emarinsie Funderburke-Ivey

ROOSEVELT PUBLIC LIBRARY

27 West Fulton Avenue, Roosevelt, New York 11575

Telephone: (516) 378-0222 Fax: (516) 378-1011

August 15, 2011

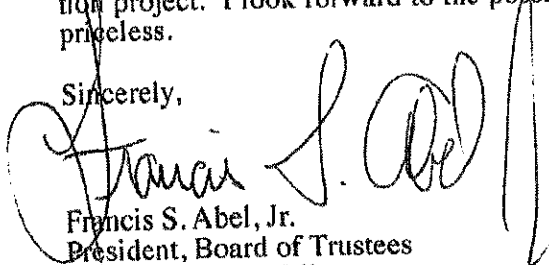
To Whom It May Concern,

This letter is to serve as an endorsement of Eze O. Small for any construction management/Owners Representative opportunities based on our experience at the Roosevelt Public Library Project. Eze was the Project Manager on our Library construction project which consisted of a new 19,600 square foot Performance Arts Center and an extensive renovation to our existing 10,000 square foot facility. Our new facility has been the showcase of the community and the library world.

Eze was the person in charge of all the day to day activities directed to completing the project. He performed the implementation of construction means and methods and he also handled the financial payments, budgeting, scheduling and coordination. His will and determination to see the project through was something to be admired. His ability to see potential issues and avoid them was uncanny, his direction and ability to have the contractors buy into his vision of the project was amazing. On this project it seemed that all parties involved were personally committed to the project. Not only was his dedication to the project evident in the way he attacked the daily activities and obstacles, but he always kept the Board updated with the progress of the project and thoroughly explained the various reasons for his informed recommendations. Eze represented and defended the interest of the project at all times. It was truly refreshing to work with this individual on a daily basis. On behalf of the board, it was a blessing to establish this relationship which has guided us along this journey for this construction project.

As previously stated, Eze O. Small has been a true professional throughout this project. The relationship that he has established with the Board and library staff is one that we will all cherish for many years to come. No obstacle will stop him from achieving the desired results on a project. Regardless of the circumstances, Eze will find a way to accomplish the task at hand. He has the ability to take the challenges that arise on a project and make them a strength, as he gains momentum on the project. I highly recommend having Eze manage, direct any construction project. I look forward to the possibility of working with Eze in the future; his presence in our project was priceless.

Sincerely,


Francis S. Abel, Jr.
President, Board of Trustees
Roosevelt Public Library

**MALVERNE UNION FREE SCHOOL DISTRICT
ADMINISTRATION BUILDING**

**301 Wicks Lane
Malverne, NY 11565
516-887-6405
FAX: 516-596-2910**



*Dr. James H. Hunderfund
Superintendent of Schools*

August 24, 2011

RE: Recommendation Letter for Elite Construction of NY

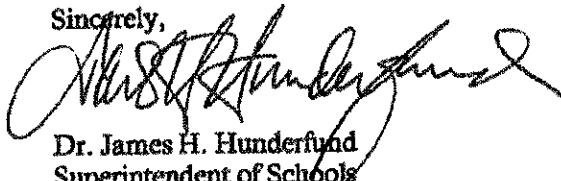
To Whom It May Concern:


After an extensive search, Elite Construction of NY was chosen by Malverne UFSD to lead the district in the construction of its Proposition 2 Bond Program. This is the district's first bond program in over thirty years and we wanted to ensure its success. Elite Construction of NY brings over thirty years worth of successful construction projects with a track record of proven performance and client satisfaction. Without hesitation, it was a clear cut decision to hire Elite Construction to manage our \$4.1 million Physical Education and Athletic Facilities Project.

From the initial hiring of Elite Construction, they immediately dissected the project which was under construction. Eze Small, without delay, gained control of the construction project and reviewed the construction schedule, submittals and project finances. By instituting their proven control system, Elite was able to establish and show the critical path to our project completion. This ability to analyze the project comes from Eze Small's and Mike Reed's many years of experience in the business. Our district truly benefitted by working with Elite Construction on our Proposition 2 Bond Program.

I would invite you to give me a call to discuss further and to tour our athletic facilities. I am sure that you will be highly pleased with your selection of Elite Construction of NY as we were in our bond project. Again, if you have any questions, please do not hesitate to call me at 516-887-6407.

Sincerely,


Dr. James H. Hunderfund
Superintendent of Schools
Malverne UFSD


Spiro C. Colaitis, P.E.
Assistant Superintendent for
District Operations
Malverne UFSD

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael E. Reed, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 26 day of January

2020/18

Denise M. Seaman
Notary Public

DENISE M. SEAMAN
Notary Public State of New York
No 01SE6107859
Qualified in Nassau County
Commission Expires April 12, 2020

Name of submitting business: Elite Construction Company of NY, LLC

By: Michael E. Reed, CCM

Print name

Michael E. Reed
Signature

Chief Executive Officer / Managing Member

Title

01 / 26 / 2018
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: January 19, 2018

1) Proposer's Legal Name: KS Engineers, P.C.

2) Address of Place of Business: 494 Broad Street, 4th Floor, Newark, NJ 07102

List all other business addresses used within last five years:

65 Broadway, Suite 1002, New York, NY 10006

3) Mailing Address (if different): Same as above

Phone : 973.623.2999

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 838952844

5) Federal I.D. Number: 22-3341410

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____
-
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
-
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
-
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
-
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
-
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
-
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
-
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ____ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

KS Engineers reviews all current contractual obligations before committing to new work to assure no conflict of interest will be incurred as a result of accepting new work.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include: (See attached)

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 26 years.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. (See attached, Financial Statements - Last Three Years)

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company The Liro Group

Contact Person Stephen Burke

Address 3 Aerial Way

City/State Syosset, NY 11791

Telephone 516.938.5476

Fax # N/A

E-Mail Address burkes@liro.com

Company Whiting-Turner Contracting
Contact Person Kevin Chan
Address 707 Westchester Avenue
City/State White Plains, NY 10604
Telephone 914.696.0003
Fax # N/A
E-Mail Address kevin.chan@whiting-turner.com

Company AECOM
Contact Person Frank P. Corona, PE
Address One Penn Plaza, Suite 600
City/State New York, NY 10119
Telephone 914.696.0003
Fax # N/A
E-Mail Address frank.corona@aecom.com





Engineers . Surveyors . Construction Managers

KS Engineers, P.C. 65 Broadway, Suite 1002, New York, NY 10006 . Tel:212.616.2657 . Fax:212.616.3060 . www.kseng.com

Business History Form

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal MUST include:

- i) **Date of formation;**
April 29, 1991; Incorporated December 6, 1994
- ii) **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner;**
Kamal Shahid, PE, President (100% - Shareholder)

- iii) **Name, address and position of all officers and directors of the company;**
Kamal Shahid, PE, President

- iv) **State of incorporation (if applicable);**
New Jersey
- v) **The number of employees in the firm;**
236 employees
- vi) **Annual revenue of firm;**
\$34,375,787 (average annual revenue last three years)

vii) Summary of relevant accomplishments

KS Engineers, P.C. (KSE) provides comprehensive construction inspection and management services on projects key to the region's transportation infrastructure, the educational community and for both public and private facilities and buildings. Nearly half of the firm's revenue is generated from construction inspection and construction management services. Whether project needs call for a professional CM to augment the owners staff with pre-planning, design, construction, engineering and management expertise or on-site construction teams consisting of resident engineers and inspectors for reviewing work in-progress for contractor conformance to



Engineers . Surveyors . Construction Managers

KS Engineers, P.C. 65 Broadway, Suite 1002, New York, NY 10006 Tel:212.616.2657 . Fax:212.616.3060 .www.kseng.com

the specifications, design intent and safety programs, KSE has the expertise in carrying out successful field programs.

KSE has and continues to provide Construction Management and Inspection services to a variety of agencies (State, County and Local) for "On-Call" or "Task Order" type contracts. These include some of the following on going or recently completed contracts:

- County of Ocean, NJ, On-Call Construction Management for Roads and Bridges
- PANYNJ, Call-In Construction Management Services
- MTA TBTA, As-Needed Construction Administration and Inspection
- NJ Transit, Task Order Contract - Construction Management Services
- Battery Park City Authority, On Call Engineering Services - CI/CM
- Southeastern Pennsylvania Transportation Authority, GEC - Construction Management and Inspection Services
- Delaware River Joint Toll Bridge Commission, Construction Management Services Task Order Agreement
- City of Philadelphia - Division of Aviation, On-Call Construction Management Services
- Maryland Transit Administration, On-Call Construction Management & Inspection for Statewide Construction Projects

Since our inception in 1991, the professionals at KSE have dedicated themselves to providing excellence in engineering design. The quality and on-time delivery of our services are key factors in our strong growth. The professionals at KSE understand that the projects on which we work become an intrinsic part of the communities that we serve. We are proud that our commitment to excellence has been recognized by our peers and colleagues. The following is a partial list of our recent awards and achievements:

KS Engineers, P.C. - Awards (NJ, NY, PA)

2017

- Silver Award from ACEC NY 2017; Distinguished Award from ACEC NJ 2017; ASCE Metropolitan Section Design-Build Project of the Year - *MTA Long Island Railroad, Design-Build Services for Colonial Road Bridge Replacement and Pocket Track Extension, Village of Thomaston, Town of North Hempstead, NY*
- Platinum Award ACEC NY 2017 - *New York City Dept. of Design & Construction, Installation of Trunk Water Mains in Astor Place and Cooper Square, Manhattan, NY*
- Distinguished Award from ACEC NJ - *County of Essex, South Orange Avenue Traffic Improvements – CM*



Engineers . Surveyors . Construction Managers

KS Engineers, P.C. 65 Broadway, Suite 1002, New York, NY 10006 . Tel:212.616.2657 Fax:212.616.3060 .www.kseng.com

2016

- NJ Biz Top Minority-Owned Businesses
- NJ Biz Top Construction Management Firms
- NJ Biz Top 250 Private Companies

2015

- ENR/Engineering News-Record - Top 100 Construction Management-For-Fee Firms
- NJ Biz Top Construction Management Firms

2014

- Silver Award for Engineering Excellence - ACEC NY / Distinguished Award for Engineering Excellence - ACEC NJ - *New York State Thruway Authority, Installation of ITS Devices in New York Division, Rockland, Westchester, Orange & Ulster Counties, NY*
- ENR/Engineering News-Record - Top 100 Construction Management-For-Fee And PM Firms

2013

- Silver Award for Engineering Excellence - ACEC NY - *New York City Department of Design and Construction, Reconstruction of Pratt Avenue Area, Bronx, NY*
- ENR/Engineering News-Record - Top 100 Professional Service Firms
- NJ Biz Top Construction Management Firms

2012

- NJ Biz Top Construction Management Firms

2011

- NJ Biz 50 Fastest Growing Companies

viii) **Copies of all state and local licenses and permits.**
See attached, NYS Certifications.

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through May 31, 2017.

Selected Entity Name: KS ENGINEERS, P.C.

Selected Entity Status Information

Current Entity Name: KS ENGINEERS, P.C.

DOS ID #: 2211619

Initial DOS Filing Date: DECEMBER 24, 1997

County: NEW YORK

Jurisdiction: NEW JERSEY

Entity Type: FOREIGN PROFESSIONAL CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

KS ENGINEERS, P.C.

494 BROAD STREET 4TH FL

NEWARK, NEW JERSEY, 07102

Chief Executive Officer

KAMAL SHAHID

494 BROAD STREET

4TH FLOOR

NEWARK, NEW JERSEY, 07102

Principal Executive Office

KAMAL SHAHID

4 HASTINGS ROAD

HOLMDEL, NEW JERSEY, 07733

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
DEC 24, 1997	Actual	KS ENGINEERS, P.C.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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Office of the Professions

Verification Searches

The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

Business Entity Information *

01/19/2018

Name : KS ENGINEERS PC

Street Address :

494 BROAD STREET

4TH FLOOR

NEWARK, NJ 071020000

Business Entity : Professional Service Corporation

PSC # : 080287

Initial Filing Date : 12/24/97

Current through : 06/30/18

Certificate of Authorization to provide Land Surveying Services in New York State :

YES CERT# 0014180 EXPIRES 08/20

Certificate of Authorization to provide Professional Engineering Services in New York State :

YES CERT# 0012123 EXPIRES 02/18

Officers, Directors, Shareholders : Click on license number link to the left of professional's name for detailed information.

[050295](#) RUPNARAIN DAVID DYAL -

[051898](#) MOUTAL HARVEY P -

[053085](#) ALAIMO DIEGO -

[054989](#) FREGA FRANK A -

[060049](#) BROBERG GEORGE ROBERT -

[061209](#) BRASACCHIO LUIGI PIETRO PAOLO -

[066222](#) SHAHID M KAMAL -

[070751](#) PERLMUTTER JACOB R -

[073077](#) ASSIS GEORGE FOUAD -

[095648](#) ULLIKASHI PRADEEP -

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- Use your browser's back key to return to establishment list.
- You may [search](#) to see if there has been recent disciplinary action against this registered establishment.

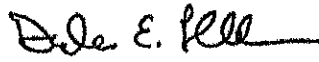


**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 721
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AL
IS GRANTED WHICH ENTITLES

**KS ENGINEERS PC
494 BROAD STREET
4TH FLOOR
NEWARK, NJ 07102-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW Y
THE PERIOD 03/01/2015 TO 02/28/2018.


DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

**CERTIFICATE NUMBER
0012123**




JOHN B
PRESIDENT OF
AND COMMISSION

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**KS ENGINEERS PC
494 BROAD STREET
4TH FLOOR
NEWARK, NJ 07102-0000**

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
09/01/2017 TO 08/31/2020.

**CERTIFICATE NUMBER
0014180**



Maryellen Elia
**MARYELLEN ELIA
COMMISSIONER OF EDUCATION**

KS ENGINEERS, P.C.

FINANCIAL STATEMENTS

(See Independent Accountant's Review Report)

FOR THE YEAR ENDED DECEMBER 31, 2015

BILLET, FEIT AND PREIS, P.C.

Certified Public Accountants and Consultants
42 Broadway, Suite 1815, New York, NY 10004
Tel: (212) 425 -3300 Fax: (212) 425-3131

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To The Board of Directors
KS Engineers, P.C.
Newark, NJ 07102

We have reviewed the accompanying financial statements of KS Engineers, P.C., which comprise the balance sheet as of December 31, 2015, and the related statements of operations and retained earnings and cash flow for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

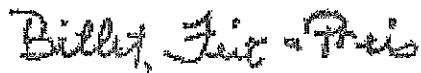
Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Respectfully submitted,

BILLET, FEIT & PREIS, P.C.

A handwritten signature in cursive script that reads "Billet, Feit & Preis".

Certified Public Accountants

New York
August 2, 2016

KS ENGINEERS, P.C.

**BALANCE SHEET
DECEMBER 31, 2015**

ASSETS - COLLATERALIZED

Current Assets

Cash and cash equivalents	\$ 1.104
Accounts receivable	9,842,908
Retainage receivable - current portion	250,000
Unbilled engineering costs	6,485,352
Costs and estimated earnings in excess of billings on uncompleted contracts	1,933,596
Business Insurance Trust Receivable	6,551
Loan to related party - current portion	10,000
Prepaid expenses	223,725
Total Current Assets	<u>18,753,236</u>

Property & Equipment:

Vehicles, Office and Survey Equipment (net of accumulated depreciation \$245,315)	<u>360,245</u>
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Other Assets

Retainage receivable - noncurrent portion	595,537
Loans to related party - noncurrent portion	138,052
Officer loan	223,712
Investment in Joint Ventures	601
Security deposits	59,582
Total Other Assets	<u>1,017,484</u>

TOTAL ASSETS

\$20,130,965

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities

Bank overdraft	\$ 508,792
Accounts payable	2,962,195
Accrued expenses and taxes payable	1,426,459
Bank revolving line of credit	3,136,780
Loans payable - current portion	41,184
Billing in excess of costs and estimated earnings on uncompleted contracts	879,091
Total Current Liabilities	<u>8,954,501</u>

Long-Term Liabilities

Officer advances	108,850
Loans payable - noncurrent portion	29,498
Deferred rent	115,747
Deferred income taxes payable	258,770
Total Long-Term Liabilities	<u>512,865</u>
Total Liabilities	<u>9,467,366</u>

Stockholders' Equity

Common stock - par value \$.01, 500 shares authorized, 500 shares issued	314,900
Retained earnings	10,392,449
Less: Treasury stock, at cost, 250 shares	<u>(43,750)</u>
Total Stockholders' Equity	<u>10,663,599</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY

\$20,130,965

See independent accountant's review report and accompanying notes to financial statements.

KS ENGINEERS, P.C.
STATEMENT OF OPERATIONS AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2015

<u>Sales</u>		\$36,873,889
<u>Job Costs</u>		
Beginning unbilled engineering costs	\$ 4,332,350	
Direct labor including premium time	14,256,126	
Subcontracting and other direct costs	9,209,655	
	<u>27,798,131</u>	
Less: ending unbilled engineering costs	<u>(6,485,352)</u>	
Total Job Costs		<u>21,312,779</u>
Gross profit		<u>15,561,110</u>
<u>Operating Expenses</u>		
Indirect labor	7,596,476	
Payroll taxes	1,838,203	
Insurance	1,525,497	
Rent	871,975	
Professional Fees	620,679	
Officer Salary	484,600	
Auto Expense	423,961	
Depreciation and amortization	108,393	
Other indirect expenses	<u>1,237,275</u>	
Total Operating Expenses		<u>14,707,059</u>
Operating income		854,051
<u>Other Income and (Expenses)</u>		
Rental income	17,381	
Interest and Dividend income	1,514	
Miscellaneous income	3,628	
Loss on Joint Ventures	(399)	
Interest expense	<u>(49,043)</u>	
Total Other Income and (Expenses), net		<u>(26,919)</u>
Net income before provision for income taxes		827,132
Income taxes		<u>9,077</u>
Net income		<u>818,055</u>
Retained earnings - beginning of year		<u>9,574,394</u>
Retained earnings - end of year		<u>\$10,392,449</u>

See independent accountant's review report and accompanying notes to financial statements.

KS ENGINEERS, P.C.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2015

Cash Flows From Operating Activities

Net income	\$ 818,055
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	108,393
(Increase) decrease in assets:	
Accounts receivable	(1,967,739)
Retainage receivable	(141,025)
Unbilled engineering costs	(2,153,002)
Costs in excess of billings	(67,176)
Employee loan	500
Prepaid expenses	(65,527)
Business Insurance Trust Receivable	(6,551)
Security deposits	(78)
Increase (decrease) in liabilities:	
Accounts payable	2,341,307
Accrued expenses and taxes payable	40,138
Billings in excess of costs	270,956
Deferred rent	6,167
Deferred income taxes	(6,527)
Total Adjustments	<u>(1,640,164)</u>
Net cash used by operating activities	<u>(822,109)</u>

Cash Flows From Investing Activities

Purchase of equipment	(231,820)
Purchase of vehicles	(66,750)
Investment in Joint ventures	(601)
Net cash used by investing activities	<u>(299,171)</u>

Cash Flows From Financing Activities

Decrease in bank overdraft	(719,440)
Increase in loans payable	13,765
Increase in loan to officer	(7,500)
Increase in line of credit	1,832,287
Net cash provided by financing activities	<u>1,119,112</u>

Net decrease in cash and cash equivalents	(2,168)
Cash and cash equivalents at beginning of period	3,272
Cash and cash equivalents at end of period	<u>\$ 1,104</u>

Supplemental Disclosure

Interest paid	\$ 49,043
Taxes paid	\$ 15,604
Noncash activity - Write off of fully depreciated assets	\$ 94,611

See independent accountant's review report and accompanying notes to financial statements.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

KS Engineers, P.C. (the "Company") is a successor to Haks Engineers, a partnership which was formed April 29, 1991 for the purpose of providing professional engineering services in the architectural, civil, structural, and transportation fields. The Company was incorporated on July 29, 1994, and effective September 1, 1994, Haks Engineers, Partnership, assigned all its assets subject to all its liabilities, and all its contracts to Haks Engineers, P.C. New York. Haks Engineers, P.C. New Jersey was incorporated December 6, 1994. The Company's central operating office is located at 494 Broad Street in Newark, NJ. The Company provides all its services to different governmental agencies. On July 31, 1997, the Company purchased all the shares of the other stockholder, and the remaining sole stockholder of the Company sold his interest in Haks Engineers P.C. (NY).

BASIS OF PRESENTATION

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with U.S. GAAP.

REVENUE RECOGNITION

The Company engineering and other services are performed primarily under long-term cost type contracts. Revenues are recognized when costs are incurred for cost type contracts and on a percentage-of-completion method for fixed price contracts. Anticipated contract losses of the Company are recognized in full when reasonably determined.

CASH AND CASH EQUIVALENTS

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company, at times, maintains cash balance with financial institutions that may be in excess of the FDIC insurance limit.

ACCOUNTS RECEIVABLE

Accounts receivable represents the excess of contract billings over collections to date. The Company has determined that no provision for delinquent or uncollectible receivables is necessary based upon the nature of their governmental clientele and historic successful collections of all previous accounts receivable.

UNBILLED COSTS

Represent costs incurred to date in connection with jobs in progress but not yet billed to the prospective clients as of the balance sheet date.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

RETAINAGE RECEIVABLE

This account represents amounts retained by various government agencies until completion of their respective contracts with the Company. Management believes that all the retainage receivable is collectible.

PROPERTY AND EQUIPMENT

Property and Equipment are stated at cost net of accumulated depreciation. Betterments in excess of \$5,000 are capitalized and expenditures for repairs and maintenance are expensed in the period incurred. When items of property and equipment are sold or retired the related costs and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

Depreciation is provided using the straight-line method over the estimated useful lives of the respective assets, as follows:

<u>Class</u>	<u>Useful Life</u>	<u>Cost</u>
Transportation equipment	5 years	\$ 154,243
Office equipment	7 years	6,335
Survey Equipment/Software	3 years	264,833
		<u>425,411</u>
Less: Accumulated depreciation		<u>(143,583)</u>
Net cost		<u>\$ 281,828</u>

Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement, utilizing the straight-line method as follows:

Leasehold improvements	10-15 years	\$180,149
Less: Accumulated amortization		<u>(101,732)</u>
Net cost		<u>\$ 78,417</u>

Depreciation and amortization expense for the year ended December 31, 2015 was \$96,159 and \$12,234 respectively.

SECURITY DEPOSITS

Security deposits represent deposits for office space rented by the Company.

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions which affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INCOME TAXES

The Company has elected under the provisions of the Internal Revenue Service Code to be a Professional Corporation and an "S" Corporation for both Federal and New Jersey income tax purposes. For tax purposes, the Company has elected to be on the cash basis. The provision for income taxes represents minimum New York State, New Jersey, Pennsylvania, Philadelphia and allocated New York City Corporation taxes, plus the change in deferred tax liability.

The federal and state tax returns of the Company, as detailed above, for 2012-2014 are subject to examination generally for three years after they are filed (four years for New Jersey). The Company has not been notified of any audit as of the report date.

ADVERTISING COSTS

Advertising costs are expensed as incurred. Total advertising amounted to \$7,980 for the year ended December 31, 2015.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of the Company's short term financial instruments such as receivables and payables approximate their fair values, based on the short-term maturities of these instruments.

CONCENTRATION OF CREDIT RISK

The Company's operations are dependent upon governmental infrastructure projects which represents all of the Company's revenue. The Company provides engineering services to the New York, New Jersey, Philadelphia, PA and New York City government agencies. Significant changes in the level of government projects could have a favorable or unfavorable impact on the Company.

NOTE 2 - UNBILLED COSTS

Represents costs incurred to date in connection with jobs in progress but not yet billed to clients as of the balance sheet date which include the following categories:

1) Costs incurred in calendar year 2015 and not billed until 2016	\$4,778,999
2) Costs incurred in calendar year 2015 for extra work performed and unbilled on two projects due to change orders pending approval	<u>1,706,353</u>
Total Unbilled costs	<u>\$6,485,352</u>

NOTE 3 - COSTS & ESTIMATED EARNINGS IN EXCESS OF BILLINGS

This reflects net under-billings to various agencies based on the difference between the provisional overhead billing rates and the actual unaudited overhead rates. As of December 31, 2015 the balance was \$1,933,596.

KS ENGINEERS, P.C.
NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)
(See Independent Accountant's Review Report)

NOTE 4 - LOAN TO RELATED PARTY

The loan represents a loan to a related party in the amount of \$150,000. The loan will be repaid over 15 years at \$10,000 a year with an interest rate of 3%. Payment due in 2015 was deferred to the following year.

NOTE 5 - GOVERNMENT CONTRACT MATTERS

The Company's contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to multiple audits by government agencies. In addition, most of the Company's state and local contracts are subject to termination at the discretion of the client.

Audits by the Government and other agencies consist of reviews of the Company's overhead rates, operating systems and cost proposals to ensure that the Company accounted for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the government determines the Company has not accounted for such costs consistent with CAS, the government may disallow these costs. Historically, the Company has not had any material cost disallowances by the government as a result of audits. However, there can be no assurance that audits by the governmental agencies will not result in material cost disallowances in the future.

NOTE 6 - PREPAID EXPENSES

Prepaid expenses as of December 31, 2015 are comprised of the following:

Insurance	\$150,521
Rent	35,525
Software Licenses	15,173
Others	22,506
Total	<u>\$223,725</u>

NOTE 7 - LINE OF CREDIT

The Company has a Working Capital Sweep Plus bank line of credit in the form of a revolving term note (the Note) limited at \$6,000,000. The Note is secured by a first priority lien and security interest on the Company's accounts receivable. Interest is charged at the Wall Street Journal Prime Rate. At December 31, 2015 the amount due was \$3,136,780 and the interest rate at year end was 3.5%. The Note must be paid down to a limited balance of \$1,500,000 once a year for a full month. The Note is due to expire on August 31, 2016.

NOTE 8 - BILLING IN EXCESS OF COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

This reflects net overbillings to various agencies based on the difference between the provisional billing rates and actual overhead rates. As of December 31, 2015 the balance was \$879,091.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 9 - OFFICER ADVANCES

This represents non-interest advances extended to the Company. The officer does not intend to collect these advances during the next year.

NOTE 10 - COMMITMENTS AND CONTINGENCIES

a) The Company entered into lease on January 1, 2007 expiring December 31, 2020 for its office space at 494 Broad Street, Newark, NJ. At year end, the monthly rent was \$34,800.

b) On December 8th 2006 the Company entered into a six year lease for office space at 65 Broadway, New York, NY with an extension term expiring March 31, 2018. At year end the monthly rent was \$7,848.

Rent expense for these two leases are recorded ratably over the term of the lease, which results in deferred rent payable, as included in the balance sheet in accordance with FASB ASC 840.

c) The Company entered into a three year lease in July 2008 for space in Philadelphia, PA at 35 South 3rd Street- renewed and now due to expire on December 31, 2016. At year end the monthly rent was \$24,500.

d) The Company entered into a 5 year lease in September 2011 for space in Mt Laurel, NJ and now due to expire on August 31, 2016. On December 7, 2015 this lease was extended for 5 more years due to expire on August 31, 2021. At year end the monthly rent was \$4,497.

The following is a schedule by year of future annual rental payments required under these operating leases.

For the Year Ending December 31,

2016	\$ 816,601
2017	586,246
2018	521,619
2019	506,225
2020	515,808
Thereafter	36,865
TOTAL	<u>\$2,983,364</u>

Total rent expense for the year ending December 31, 2015 is \$871,975.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 10 - COMMITMENTS AND CONTINGENCIES (CONTINUED)

e) Equipment leases - The Company has committed to eleven auto leases and two equipment leases. The remaining commitment for the leases is as follows:

For the Year Ending December 31,

2016	\$131,350
2017	110,918
2018	85,100
2019	64,661
2020	<u>26,340</u>
TOTAL	<u>\$418,369</u>

f) The Company is subject to various audits that arise in the ordinary course of its business activities. Each of these matters is subject to various uncertainties, and it is possible that some of these matters will be decided unfavorably against the Company. Management does not believe this would not have a material effect on its financial position or results of its operations.

NOTE 11 - RELATED PARTY TRANSACTIONS

The premises being rented in Philadelphia is owned by a related party. The amount of rent paid to the related party is \$294,000 for 2015.

NOTE 12- PENSION

Effective July 1, 1999, the Company adopted the KS Engineers, P.C. 401(k) Retirement Plan to provide retirement benefits for all its eligible employees. The Plan was amended and revised on January 1, 2000. The Plan is a defined contribution plan, to which the Company has the option to make discretionary contributions. The Company has total discretion about whether to make this type of contribution and the amount of the contribution, if any. During the year ending December 31, 2015, the Company contributed \$277,891 to the retirement plan.

Employees may participate in making elective Deferral Contributions, where the Company will match 50% of the employees' contribution of up to 6% of the employee's weekly compensation. Company contributions to the Plan become completely vested to the employees after six years of employment, or upon the employee reaching the normal retirement age of 65.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 13 - DEFERRED COMPENSATION PLAN

Effective January 1, 2001, the Company entered into Deferred Compensation Agreements with five of its key employees. The Company is obligated to set aside \$5,000 for each key employee per year to pay the deferred compensation benefits. The amounts set aside have been invested in flexible premium variable life insurance policies owned by the Company and issued by Mony Life Insurance Company, which policies will be utilized to pay benefits upon death, disability, retirement or termination of employment after eight years of vested service. As of December 31, 2015 only 1 employee is participating. The rest of the eligible employees have retired or resigned.

NOTE 14 - PROVISION FOR INCOME TAXES

The provision for income taxes is summarized as follows:

Current:

State and local	\$15,604
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Deferred:

Local	<u>(6,527)</u>
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	<u>\$ 9,077</u>
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The Company files its income taxes on a cash basis. Thus, accounts receivables, retainage receivables, unbilled costs and cost in excess of earnings give rise to future taxable temporary differences and accounts payable, accrued expenses, deferred rent and billings in excess of cost give rise to future deductible temporary differences. This represents the local deferred tax effect using an allocation factor to NYC of 21.3% and a tax rate of 8.85% (New York City corporation tax rate) of these temporary differences.

NOTE 15 - OTHER OPERATING EXPENSES

Other operating expenses is comprised of equipment leasing, computer related expenses, transportation expenses, telephone and utilities, office expenses, training, travel and meals and other incidentals.

NOTE 16 - SUBSEQUENT EVENTS

Management has evaluated subsequent events through August 2, 2016, the date on which the financial statements were available to be used. There were no matters to disclose.

NOTE 17 - BACKLOG

The Company's backlog totaled approximately \$122,000,000 as of the report date which includes contracts in progress as of the report date and contracts awarded or designated in favor of the Company as of the report date for which work has not yet commenced.

KS ENGINEERS, P.C.

FINANCIAL STATEMENTS

(See Independent Accountant's Review Report)

FOR THE YEAR ENDED DECEMBER 31, 2014

BILLET, FEIT AND PREIS, P.C.

Certified Public Accountants and Consultants
42 Broadway, Suite 1815, New York, NY 10004
Tel: (212) 425 -3300 Fax: (212) 425-3131

Independent Accountant's Review Report

To The Board of Directors
KS Engineers, P.C.
Newark, NJ 07102

We have reviewed the accompanying financial statements of KS Engineers, P.C., (the Company), which comprise the balance sheet as of December 31, 2014 and the related statements of income and retained earnings and cash flows for the year than ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

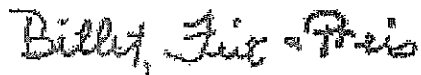
Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Respectfully submitted,

BILLET, FEIT & PREIS, P.C.

A handwritten signature in cursive script that reads "Billet, Feit & Preis".

Certified Public Accountants

New York
June 19, 2015

KS ENGINEERS, P.C.

**BALANCE SHEET
DECEMBER 31, 2014**

ASSETS

Current Assets

Cash and cash equivalents	\$ 3,272
Accounts receivable	7,875,169
Retainage receivable - current portion	250,000
Unbilled engineering costs	4,332,350
Costs and estimated earnings in excess of billings on uncompleted contracts	1,866,420
Employee loan	500
Loan to related party - current portion	10,000
Prepaid expenses	158,198
Total Current Assets	<u>14,495,909</u>

Fixed Assets (net of accumulated depreciation \$231,430)	<u>170,069</u>
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Other Assets

Retainage receivable - noncurrent portion	454,512
Loans to related party - noncurrent portion	138,052
Officer loan	216,212
Security deposits	59,504
Total Other Assets	<u>868,280</u>

TOTAL ASSETS	<u>\$15,534,258</u>
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LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities

Bank overdraft	\$ 1,228,232
Accounts payable	620,889
Accrued expenses and taxes payable	1,386,321
Bank revolving line of credit	1,304,493
Loans payable - current portion	41,627
Billing in excess of costs and estimated earnings on uncompleted contracts	608,135
Total Current Liabilities	<u>5,189,697</u>

Long-Term Liabilities

Officer advances	108,850
Loans payable - noncurrent portion	15,290
Deferred rent	109,580
Deferred income taxes payable	265,297
Total Long-Term Liabilities	<u>499,017</u>
Total Liabilities	<u>5,688,714</u>

Stockholders' Equity

Common stock - par value \$.01, 500 shares authorized, 500 shares issued	314,900
Retained earnings	9,574,394
Less: Treasury stock, at cost, 250 shares	(43,750)
Total Stockholders' Equity	<u>9,845,544</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$15,534,258</u>
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See independent accountant's review report and notes to financial statements.

KS ENGINEERS, P.C.

STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2014

<u>Sales</u>		\$30,424,350
<u>Job Costs</u>		
Beginning unbilled engineering costs	\$ 4,162,746	
Direct labor including premium time	11,556,521	
Subcontracting and other direct costs	4,227,933	
	<u>19,947,200</u>	
Less: ending unbilled engineering costs	<u>(4,332,350)</u>	
Total Job Costs		<u>15,614,850</u>
Gross profit		14,809,500
<u>Operating Expenses</u>		
Indirect labor	6,395,310	
Officer's salary	417,600	
Rent	901,778	
Deprecation	49,958	
Insurance	1,543,809	
Professional Fees	666,912	
Auto expense	376,337	
Other indirect expenses	2,948,377	
Total Operating Expenses		<u>13,300,081</u>
Operating income		1,509,419
<u>Other Income and (Expenses)</u>		
Rental income	22,424	
Interest and Dividend income	1,088	
Miscellaneous income	427	
Gain on sale of vehicle	4,000	
Interest expense	<u>(25,471)</u>	
Total Other Income and (Expenses), net		<u>2,468</u>
Net income before provision for income taxes		1,511,887
Income taxes		<u>35,944</u>
Net income		1,475,943
Retained earnings - beginning of year		<u>8,098,451</u>
Retained earnings - end of year		<u>\$ 9,574,394</u>

See independent accountant's review report and notes to financial statements.

KS ENGINEERS, P.C.

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2014**

Cash Flows From Operating Activities

Net income	\$ 1,475,943
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	49,958
Gain on sale of vehicle	(4,000)
(Increase) decrease in assets:	
Accounts receivable	(1,182,027)
Retainage receivable	(120,696)
Unbilled engineering costs	(169,604)
Costs in excess of billings	(165,399)
Employee loan	2,500
Prepaid expenses	(78,536)
Security deposits	(78)
Increase (decrease) in liabilities:	
Accounts payable	(308,554)
Accrued expenses and taxes payable	508,573
Billings in excess of costs	77,865
Deferred rent	16,057
Deferred income taxes	23,965
Total Adjustments	<u>(1,349,976)</u>
Net cash provided by operating activities	<u>125,967</u>

Cash Flows From Investing Activities

Purchase of software	(33,015)
Proceeds from sale of vehicle	4,000
Net cash used by investing activities	<u>(29,015)</u>

Cash Flows From Financing Activities

Increase in bank overdraft	616,209
Increase in loans payable	14,576
Increase in loan to officer	(1,000)
Decrease in line of credit	(727,870)
Net cash used by financing activities	<u>(98,085)</u>

Net decrease in cash and cash equivalents	(1,133)
Cash and cash equivalents at beginning of period	4,405
Cash and cash equivalents at end of period	<u>\$ 3,272</u>

Supplemental Disclosure

Interest paid	<u>\$ 25,471</u>
Taxes paid	<u>\$ 11,979</u>
Noncash activity - software purchase through 100% financing	<u>\$ 33,015</u>

See independent accountant's review report and notes to financial statements.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION AND NATURE OF BUSINESS

The Company is a successor to Haks Engineers, a partnership which was formed April 29, 1991 for the purpose of providing professional engineering services in the architectural, civil, structural, and transportation fields. The Company was incorporated on July 29, 1994, and effective September 1, 1994, Haks Engineers, Partnership, assigned all its assets subject to all its liabilities, and all its contracts to Haks Engineers, P.C. New York. Haks Engineers, P.C. New Jersey was incorporated December 6, 1994. The Company's central operating office is located at 494 Broad Street in Newark, NJ. The Company provides all its services to different governmental agencies. On July 31, 1997, the Company purchased all the shares of the other stockholder, and the remaining sole stockholder of the Company sold his interest in Haks Engineers P.C. (NY).

BASIS OF PRESENTATION

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with U.S. GAAP.

REVENUE RECOGNITION

The Company engineering and other services are performed primarily under long-term cost type contracts. Revenues are recognized when costs are incurred for cost type contracts and on a percentage-of-completion method for fixed price contracts. Anticipated contract losses of the Company are recognized in full when reasonably determined. Unbilled engineering costs represent costs incurred during design and construction management in progress, which have not as yet been billed to the client. In addition it includes the excess of the actual rate over provisionally billed rates.

CASH AND CASH EQUIVALENTS

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company, at times, maintains cash balance with financial institutions that may be in excess of the FDIC insurance limit.

ACCOUNTS RECEIVABLE

Accounts receivable represents the excess of contract billings over collections to date. The Company has determined that no provision for delinquent or uncollectible receivables is necessary based upon the nature of their governmental clientele and historic successful collections of all previous accounts receivable. Consequently, no allowance for doubtful accounts is deemed required by management as of the balance sheet date. There was no bad debt expense for the year ending December 31, 2014.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FIXED ASSETS

Fixed assets are stated at cost net of accumulated depreciation. The costs of additions and betterments in excess of \$5,000 are capitalized and expenditures for repairs and maintenance are expensed in the period incurred.

Depreciation is provided using the straight-line method over the estimated useful lives of the respective assets, as follows:

<u>Class</u>	<u>Useful Life</u>	<u>Cost</u>
Transportation equipment	5 years	\$ 158,477
Machinery and equipment	7 years	29,858
Software	3 years	33,015
		<u>221,350</u>
Less: Accumulated depreciation		<u>(143,862)</u>
Net cost		<u>\$ 77,488</u>

Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement, utilizing the straight-line method as follows:

Leasehold improvements	10-15 years	\$180,149
Less: Accumulated amortization		<u>(87,568)</u>
Net cost		<u>\$ 92,581</u>

SECURITY DEPOSITS

Security deposits represent deposits for office space rented by the Company.

INCOME TAXES

The Company has elected under the provisions of the Internal Revenue Service Code to be a Professional Corporation and an "S" Corporation for both Federal and New Jersey income tax purposes. Accordingly, no provision has been made for Federal Income Taxes, since any income tax is passed directly to the shareholder. The Company also prepares tax returns for Philadelphia, PA, the states of Pennsylvania and New York, as well as New York City. The provision for taxes is based primarily on New York City Corporation Taxes due (reported on the cash basis) plus the change in deferred tax liability.

The Company files income tax returns in the U.S. in several states and cities. With the exception of New Jersey which may audit the last four years, the Company is no longer subject to U.S. federal, state or local tax examinations by taxing authorities for years before 2011. The years 2011 to 2013 remain subject to examination by taxing authorities. The Company has not been notified of any audit as of the report date.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ADVERTISING COSTS

Advertising costs are expensed as incurred. Total advertising amounted to \$10,310 for the year ended December 31, 2014.

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions which affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of cash and cash equivalents, receivables and payables approximate their fair value due to their short term maturity.

CONCENTRATION OF CREDIT RISK

All of the Company's revenues are earned from various state and local governmental agencies primarily within the NY City and Philadelphia Metropolitan areas.

The Company's operations are substantially dependent on governmental infrastructure projects. Significant changes in the level of government projects could have a favorable or unfavorable impact on the Company.

NOTE 2 - UNBILLED COSTS

Represents costs incurred to date in connection with jobs in progress but not yet billed to clients as of the balance sheet date which include the following categories:

1) Costs incurred in calendar year 2014 and not billed until 2015	\$3,657,144
2) Costs incurred in calendar year 2014 for extra work performed and unbilled on two projects due to change orders pending approval	<u>675,206</u>
Total Unbilled costs	<u>\$4,332,350</u>

NOTE 3 - RETAINAGE RECEIVABLE

This account represents amounts retained by various government agencies until completion of their respective contracts with the Company. Management believes that all of the retainage receivable is collectible as of December 31, 2014.

KS ENGINEERS, P.C.
NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)
(See Independent Accountant's Review Report)

NOTE 4 - COSTS & ESTIMATED EARNINGS IN EXCESS OF BILLINGS

This reflects net under-billings to various agencies based on the difference between the provisional overhead billing rates and the actual unaudited overhead rates. As of December 31, 2014 the balance was \$1,866,420.

NOTE 5 - LOAN TO RELATED PARTY

The loan represents a loan to a related party in the amount of \$150,000. The loan will be repaid over 15 years at \$10,000 a year with an interest rate of 3%. Payment due in 2014 was deferred to the following year.

NOTE 6 - GOVERNMENT CONTRACT MATTERS

The Company's contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to multiple audits by government agencies. In addition, most of the Company's state and local contracts are subject to termination at the discretion of the client.

Audits by the Government and other agencies consist of reviews of the Company's overhead rates, operating systems and cost proposals to ensure that the Company accounted for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the government determines the Company has not accounted for such costs consistent with CAS, the government may disallow these costs. Historically, the Company has not had any material cost disallowances by the government as a result of audits. However, there can be no assurance that audits by the governmental agencies will not result in material cost disallowances in the future.

NOTE 7 - PREPAID EXPENSES

Prepaid expenses as of December 31, 2014 are comprised of the following:

Insurance	\$ 74,102
Software licenses	25,057
Rent	42,275
Others	16,764
Total	<u>\$158,198</u>

NOTE 8 - LOANS PAYABLE - BANK

The Company has a Working Capital Sweep Plus bank line of credit in the form of a revolving term note (the Note) limited at \$6,000,000. The Note is secured by a first priority lien and security interest on the Company's accounts receivable. Interest is charged at the Wall Street Journal Prime Rate. At December 31, 2014 the amount due was \$1,304,493 and the interest rate at year end was 3.25%. The Note must be paid down to a limited balance of \$1,500,000 once a year for a full month. The Note is due to expire on August 31, 2016.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 9 - BILLING IN EXCESS OF COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

This reflects net overbillings to various agencies based on the difference between the provisional billing rates and actual overhead rates.

NOTE 10 - OFFICER ADVANCES

This represents non-interest advances extended to the Company. The officer does not intend to collect these advances during the next year.

NOTE 11 - COMMITMENTS AND CONTINGENCIES

a) The Company entered into lease on January 1, 2007 expiring December 31, 2020 for its office space at 494 Broad Street, Newark, NJ. At year end, the monthly rent was \$34,075.00.

b) On December 8th 2006 the Company entered into a six year lease for office space at 65 Broadway, New York, NY with an extension term expiring March 31, 2018. At year end the monthly rent was \$7,474.

Rent expense for these two leases are recorded ratably over the term of the lease, which results in deferred rent payable, as included in the balance sheet in accordance with FASB ASC 840.

c) The Company entered into a three year lease in July 2008 for space in Philadelphia, PA at 35 South 3rd Street- renewed and now due to expire on December 31, 2015. At year end the monthly rent was \$25,000.

d) The Company entered into a 5 years lease in September 2012 for space in Mt Laurel, NJ. At year end the monthly rent was \$4,306.

The following is a schedule by year of future annual rental payments required under these operating leases.

For the Year Ending December 31,

2015	\$ 810,661
2016	522,601
2017	534,190
2018	468,679
2019	452,400
Thereafter	461,100
TOTAL	<u>\$3,249,631</u>

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 12 - RELATED PARTY TRANSACTIONS

The premises being rented in Philadelphia is owned by a related party. The amount of rent paid to the related party is \$294,000 for 2014.

NOTE 13- PENSION

Effective July 1, 1999, the Company adopted the KS Engineers, P.C. 401(k) Retirement Plan to provide retirement benefits for all its eligible employees. The Plan was amended and revised on January 1, 2000. The Plan is a defined contribution plan, to which the Company has the option to make discretionary contributions. The Company has total discretion about whether to make this type of contribution and the amount of the contribution, if any. During the year ending December 31, 2014, the Company contributed \$213,810 to the retirement plan.

Employees may participate in making elective Deferral Contributions, where the Company will match 50% of the employees' contribution of up to 6% of the employee's weekly compensation. Company contributions to the Plan become completely vested to the employees after six years of employment, or upon the employee reaching the normal retirement age of 65.

NOTE 14 - DEFERRED COMPENSATION PLAN

Effective January 1, 2001, the Company entered into Deferred Compensation Agreements with five of its key employees. The Company is obligated to set aside \$5,000 for each key employee per year to pay the deferred compensation benefits. The amounts set aside have been invested in flexible premium variable life insurance policies owned by the Company and issued by Mony Life Insurance Company, which policies will be utilized to pay benefits upon death, disability, retirement or termination of employment after eight years of vested service. As of December 31, 2014 only 1 employee is participating. The rest of the eligible employees have retired or resigned.

NOTE 15 - BACKLOG

The Company's backlog as of December 31, 2014 is approximately \$86,000,000. This backlog includes the following:

- a. Remaining contract amounts which have not yet been performed for ongoing projects for which contracts have been signed.
- b. Contracts which have been signed, but work has not started.
- c. Contracts which have not been signed but the Company has been designated as the engineering firm for these contracts.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 16 - PROVISION FOR INCOME TAXES

The provision for income taxes is summarized as follows:

<u>Current:</u>	
State and local	\$11,979
 <u>Deferred:</u>	
Local	<u>23,965</u>
	 <u>\$35,944</u>

The net deferred tax liability arises mainly due to revenue recognition differences between the accrual method of accounting and the cash basis used for the Company's income tax returns. Per past history of the Company and the Company's estimate for 2015, the deferred tax liability of \$265,297 is not expected to be paid within the next twelve months.

NOTE 17 - SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 19, 2015, the date on which the financial statements were available to be issued. There are no material subsequent events requiring disclosure.

KS ENGINEERS, P.C.

FINANCIAL STATEMENTS
(See Independent Accountant's Review Report)

FOR THE YEAR ENDED DECEMBER 31, 2013

BILLET, FEIT AND PREIS, P.C.

Certified Public Accountants and Consultants

Elihu Baer
Jeffrey Morgenstern
Joseph Morgenstern
Robert Preis
Richard Spierer
Yussie Steier
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42 Broadway -- Suite 1815
New York, New York 10004

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Independent Accountant's Review Report

To The Board of Directors
KS Engineers, P.C.
Newark, NJ 07102

We have reviewed the accompanying balance sheet of KS Engineers, P.C., (the Company) as of December 31, 2013 and the related statements of income and retained earnings and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

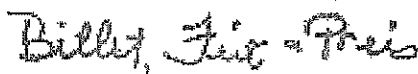
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Respectfully submitted.

BILLET, FEIT & PREIS, P.C.



Certified Public Accountants

June 19, 2014

KS ENGINEERS, P.C.
BALANCE SHEET
DECEMBER 31, 2013

ASSETS

Current Assets

Cash and cash equivalents	\$ 4,405
Accounts receivable	6,693,142
Retainage receivable - current portion	145,750
Unbilled engineering costs	4,162,746
Costs and estimated earnings in excess of billings on uncompleted contracts	1,701,022
Employee loan	3,000
Loan to related party - current portion	10,000
Prepaid expenses	79,662
Total Current Assets	<u>12,799,727</u>

Fixed Assets (net of accumulated depreciation \$594,333)	<u>187,012</u>
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Other Assets

Retainage receivable - less current portion	438,066
Loans to related party - non-current portion	138,052
Officer loan	215,212
Security deposit	59,427
Total Other Assets	<u>850,757</u>

TOTAL ASSETS	<u>\$13,837,496</u>
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LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities

Bank overdraft	\$ 612,023
Accounts payable	929,443
Accrued expenses and taxes payable	877,749
Bank revolving line of credit	2,032,363
Loans payable - auto - current portion	14,114
Billing in excess of costs and estimated earnings on uncompleted contracts	530,270
Total Current Liabilities	<u>4,995,962</u>

Long-Term Liabilities

Officer advances	108,850
Loans payable - banks - less current portion	28,227
Deferred rent	93,524
Deferred income taxes payable	241,332
Total Long-Term Liabilities	<u>471,933</u>
Total Liabilities	<u>5,467,895</u>

Stockholders' Equity

Common stock - par value \$.01, 500 shares authorized, 500 shares issued	314,900
Retained earnings	8,098,451
Less: Treasury stock, at cost, 250 shares	<u>(43,750)</u>
Total Stockholders' Equity	<u>8,369,601</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$13,837,496</u>
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See independent accountant's review report and notes to financial statements.

KS ENGINEERS, P.C.

STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2013

<u>Sales</u>		\$26,555,485
<u>Job Costs</u>		
Beginning unbilled engineering costs	\$ 3,980,225	
Direct labor including premium time	9,336,516	
Subcontracting and other direct costs	4,530,863	
	<u>17,847,604</u>	
Less: ending unbilled engineering costs	4,162,746	
Total Job Costs		<u>13,684,858</u>
Gross profits		12,870,627
<u>Operating Expenses</u>		
Indirect labor	5,840,083	
Officer's salary	386,800	
Rent	836,266	
Deprecation	64,462	
Other indirect expenses	4,783,838	
Total Operating Expenses		<u>11,911,449</u>
Operating income		959,178
<u>Other Income and (Expenses)</u>		
Rental income	22,369	
Interest income	708	
Dividend	460	
Gain on sale of vehicle	5,000	
Misc. income	1,551	
Interest expense	(59,516)	
Total Other Income and (Expenses)		<u>(29,428)</u>
Net income before provision for income taxes		929,750
Income taxes		<u>41,992</u>
Net income		887,758
Retained earnings - beginning of year, as restated		<u>7,210,693</u>
Retained earnings - end of year		<u>\$8,098,451</u>

See independent accountant's review report and notes to financial statements.

KS ENGINEERS, P.C.

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2013**

Cash Flows From Operating Activities

Net income	\$ 887,758
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	64,462
Deferred income taxes	31,562
Deferred rent	19,888
Gain on sale of vehicle	(5,000)
(Increase) decrease in assets:	
Accounts receivable	(933,378)
Retainage receivable	(48,293)
Unbilled engineering costs	(182,521)
Costs in excess of billings	(320,490)
Prepaid expenses	133,570
Security deposits	(220)
Increase (decrease) in liabilities:	
Bank overdraft	(17,463)
Accounts payable	534,289
Accrued expenses	(8,657)
Billing in excess of costs	4,789
Client deposit	(29,500)
Total Adjustments	<u>(756,962)</u>
Net cash provided by operating activities	<u>130,796</u>

Cash Flows From Investing Activities

Purchase of vehicle	(36,466)
Proceeds from sale of vehicle	5,000
Net cash used by investing activities	<u>(31,466)</u>

Cash Flows From Financing Activities

Decrease in loan	(162,562)
Increase in loan payable vehicle	42,341
Increase in line of credit	23,300
Net cash used by financing activities	<u>(96,921)</u>

Net increase in cash and cash equivalents	2,409
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Cash and cash equivalents at beginning of period	1,996
Cash and cash equivalents at end of period	<u>\$ 4,405</u>

Supplemental Disclosure

Interest paid	\$ 59,516
Taxes paid	<u>\$ 10,430</u>

See independent accountant's review report and notes to financial statements.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION AND NATURE OF BUSINESS

The Company is a successor to Haks Engineers, a partnership which was formed April 29, 1991 for the purpose of providing professional engineering services in the architectural, civil, structural, and transportation fields. The Company was incorporated on July 29, 1994, and effective September 1, 1994, Haks Engineers, Partnership, assigned all its assets subject to all its liabilities, and all its contracts to Haks Engineers, P.C. New York. Haks Engineers, P.C. New Jersey was incorporated December 6, 1994. The Company's central operating office is located at 494 Broad Street in Newark, NJ. The Company provides all its services to different governmental agencies. On July 31, 1997, the Company purchased all the shares of the other stockholder, and the remaining sole stockholder of the Company sold his interest in Haks Engineers P.C. (NY).

BASIS OF PRESENTATION

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with U.S. GAAP.

REVENUE RECOGNITION

The Company engineering and other services are performed primarily under long-term cost type contracts. Revenues are recognized when costs are incurred for cost type contracts and on a percentage-of-completion method for fixed price contracts. Anticipated contract losses of the Company are recognized in full when reasonably determined. Unbilled engineering costs represent costs incurred during design and construction management in progress, which have not as yet been billed to the client. In addition it includes the excess of the actual rate over provisionally billed rates.

CASH AND CASH EQUIVALENTS

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company, at times, maintains cash balance with financial institutions that may be in excess of the FDIC insurance limit.

ACCOUNTS RECEIVABLE

Accounts receivable represents the excess of contract billings over collections to date. The Company has determined that no provision for delinquent or uncollectible receivables is necessary based upon the nature of their governmental clientele and historic successful collections of all previous accounts receivable. Consequently, no allowance for doubtful accounts is deemed required by management as of the balance sheet date.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FIXED ASSETS

Fixed assets are stated at cost net of accumulated depreciation. Depreciation is provided using the straight-line methods over the estimated useful lives of the respective assets, as follows:

Transportation equipment	5 years
Machinery and equipment	5 years
Computer and software	3 years
Furniture and fixtures	5 years
Office equipment	5 years

Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement utilizing the straight-line method.

SECURITY DEPOSIT

Security deposits represent deposits for office space rented by the Company.

INCOME TAXES

The Company has elected under the provisions of the Internal Revenue Service Code to be a Professional Corporation and an "S" Corporation for both Federal and New Jersey income tax purposes. Accordingly, no provision has been made for Federal Income Taxes, since any income tax is passed directly to the shareholder. The Company also prepares tax returns for Philadelphia, PA, the states of Pennsylvania and New York, as well as New York City. The provision for taxes is based primarily on New York City Corporation Taxes due on the cash basis plus the change in deferred tax liability.

ADVERTISING COSTS

Advertising costs are expensed as incurred. Total advertising amounted to \$8,535 for the year ended December 31, 2013.

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions which affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of cash and cash equivalents, receivables and payables approximate their fair value due to their short term maturity.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CONCENTRATION OF CREDIT RISK

All of the Company's revenues are earned from various state and local governmental agencies primarily within the NY City and Philadelphia Metropolitan areas.

The Company's operations are substantially dependent on governmental infrastructure projects. Significant changes in the level of government projects could have a favorable or unfavorable impact on the Company.

NOTE 2 - UNBILLED COSTS

Represents costs incurred to date in connection with jobs in progress but not yet billed to the prospective clients as of the balance sheet date.

NOTE 3 - RETAINAGE RECEIVABLE

This account represents amounts retained by various government agencies until completion of their respective contracts with the Company. Management believes that all of the retainage receivable is collectible as of December 31, 2013.

NOTE 4 - COSTS & ESTIMATED EARNINGS IN EXCESS OF BILLINGS

This reflects net under-billings to various agencies based on the difference between the provisional overhead billing rates and the actual unaudited overhead rates. As of December 31, 2013 the balance was \$1,701,022.

NOTE 5 - LOAN TO RELATED PARTY

Represents loan to a related party to be repaid over 15 years at \$10,000 a year with an interest rate of 3%.

NOTE 6 - CONTRACT CLAIMS

In accordance with the American Institute of Certified Public Accountants Statement of Position No. 81-1, "Accounting for performance of Construction - Type and Certain Production - Type Contracts," the Company records contract revenue related to claims only if it is probable that the claim will result in additional contract revenue and if the amount can be reliably estimated. If both criteria are met, the Company records revenue only to the extent that contract costs relating to the claim have been incurred. As of December 31, 2013 the company had no significant receivables related to contract claims.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 7 - GOVERNMENT CONTRACT MATTERS

The Company's contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to multiple audits by government agencies. In addition, most of the Company's state and local contracts are subject to termination at the discretion of the client.

Audits by the Government and other agencies consist of reviews of the Company's overhead rates, operating systems and cost proposals to ensure that the Company accounted for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the government determines the Company has not accounted for such costs consistent with CAS, the government may disallow these costs. Historically, the Company has not had any material cost disallowances by the government as a result of audits. However, there can be no assurance that audits by the governmental agencies will not result in material cost disallowances in the future.

NOTE 8 - PREPAID EXPENSES

Prepaid expenses as of December 31, 2013 are comprised of the following:

Insurance	\$44,879
Software licenses	21,671
Others	13,112
Total	<u>\$79,662</u>

NOTE 9 - LOANS PAYABLE - BANK

The Company has a Working Capital Sweep Plus bank line of credit in the form of a revolving term note limited at \$5,000,000. The Note is secured by a first priority lien and security interest on the Company's accounts receivable. Interest is charged at the Wall Street Journal Prime Rate. At December 31, 2013 the amount due was \$2,032,363. This revolving line of credit was amended as of February 18, 2013 when the borrowing limit was increased from \$3,500,000 to its current limit of \$5,000,000. The note must be cleaned down to a maximum of \$1,000,000 once a year for a full month. The loan is due to expire on August 31, 2014.

On November 11, 2008 the Company signed a term note for \$750,000 payable in monthly installments of \$14,626.67, against principal and interest, maturing on November 15, 2013. Interest was charged at 6.25% per annum. This term note was paid off as of February 2013 with proceeds from the new line of credit.

NOTE 10 - BILLING IN EXCESS OF COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

This reflects net overbillings to various agencies based on the difference between the provisional billing rates and actual overhead rates.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)
(See Independent Accountant's Review Report)

NOTE 11 - OFFICER ADVANCES

This represents non-interest advances extended to the Company. The officer does not intend to collect these advances during the next year.

NOTE 12 - COMMITMENTS AND CONTINGENCIES

a) The Company entered into a twelve year lease on January 1, 2007 expiring December 31, 2020 for its office space at 494 Broad Street, Newark, NJ.

b) On December 8th 2006 the Company entered into a six year lease for office space at 65 Broadway, New York, NY with an extension term expiring March 31, 2015.

c) The Company entered into a three year lease in July 2008 for space in Philadelphia, PA at 35 South 3rd Street- renewed and now expiring December 31, 2015.

d) The Company entered into a 12 month renewable lease in February 2012 for space in Utica, NY.

e) The Company entered into a 5 years lease in September 2012 for space in Mt Laurel, NJ expiring August 31, 2016.

f) The Company entered into a month to month lease in September 2009 for space in North Bergen, NJ.

g) The Company entered into a 12 month renewable lease in January 2013 for space in Stamford, CT.

The following is a schedule by year of future annual rental payments required under these operating leases.

Years	
2014	\$ 798,597
2015	732,550
2016	426,300
2017	435,000
2018	443,700
Thereafter	913,500
TOTAL	<u>\$3,749,647</u>

NOTE 13 - RELATED PARTY TRANSACTIONS

The premises being rented in Philadelphia is owned by a related party. The amount of rent paid to the related party is \$441,000 for 2013.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 14- PENSION

Effective July 1, 1999, the Company adopted the KS Engineers, P.C. 401(k) Retirement Plan to provide retirement benefits for all its eligible employees. The Plan was amended and revised on January 1, 2000. The Plan is a defined contribution plan, to which the Company has the option to make discretionary contributions. The Company has total discretion about whether to make this type of contribution and the amount of the contribution, if any. During the year ending December 31, 2013, the Company contributed \$199,875 to the retirement plan.

Employees may participate in making elective Deferral Contributions, where the Company will match 50% of the employees' contribution of up to 6% of the employee's weekly compensation. Company contributions to the Plan become completely vested to the employees after six years of employment, or upon the employee reaching the normal retirement age of 65.

NOTE 15 - DEFERRED COMPENSATION PLAN

Effective January 1, 2001, the Company entered into Deferred Compensation Agreements with five of its key employees. The Company is obligated to set aside \$5,000 for each key employee per year to pay the deferred compensation benefits. The amounts set aside have been invested in flexible premium variable life insurance policies owned by the Company and issued by Mony Life Insurance Company, which policies will be utilized to pay benefits upon death, disability, retirement or termination of employment after eight years of vested service. As of December 31, 2013 only 1 employee is participating. The rest have retired or resigned.

NOTE 16 - BACKLOG

The Company's backlog as of December 31, 2013 is approximately \$63,288,011.

This backlog includes the following:

- a. Remaining contract amounts which have not been billed for ongoing projects for which contracts have been signed.
- b. Contracts which have been signed, but work has not started.
- c. Contracts which have not been signed but the Company has been designated as the engineering firm for these contracts.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 17 - PROVISION FOR INCOME TAXES

The provision for income taxes is summarized as follows:

<u>Current:</u>	
State and local	\$10,430
 <u>Deferred:</u>	
Local	<u>31,562</u>
	<u>\$41,992</u>

The net deferred tax liability arises mainly due to revenue recognition differences between the financial and tax bases. Per past history of the Company and the Company's estimate of 2014, the deferred tax liability of \$241,332 is not expected to be paid within the next twelve months.

NOTE 18 - RESTATEMENT OF RETAINED EARNINGS

The Company has determined that a restatement of the December 31, 2012 financial statements is appropriate to correct accounting errors in prior years. The changes were a result of incorrect recognition of the deferred tax liability.

The restatement is summarized as follows:

	<u>As</u> <u>Previously</u> <u>Stated</u>	<u>As Restated</u>	<u>Effect On</u> <u>Retained</u> <u>Earnings</u>
Deferred tax liability	\$ -	\$209,770	\$(209,770)
Retained earnings, as previous stated	-	-	7,420,463
Retained earnings, as restated	<u>\$ -</u>	<u>\$ -</u>	<u>\$7,210,693</u>

NOTE 19 - SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 19, 2014, the date on which the financial statements were available to be issued. There are no material subsequent events requiring disclosure.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

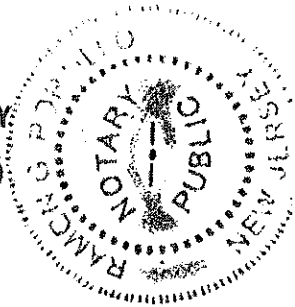
I, Kamal Shahid, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19 day of January

2018

Notary Public

RAMON G. PORTILLO
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50022321
My Commission Expires 8/31/2020



Name of submitting business: KS Engineers, P.C.

By: Kamal Shahid, PE

Print name

Signature

President

Title

01 / 19 / 2018

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Elite Construction Company of NY, LLC

Address: 1225 Franklin Avenue Suite 325

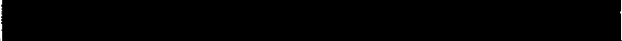
City, State and Zip Code: Garden City, New York 11520

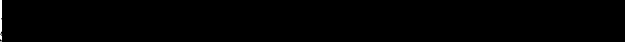
2. Entity's Vendor Identification Number: 27-5298729

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Michael E. Reed, CCM 

Eze O. Small, CFM 

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Michael E. Reed, CCM 
(51% Ownership)

Eze O. Small, CFM 
49% Ownership)

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Elite Construction Contracting, LLC - Common Ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

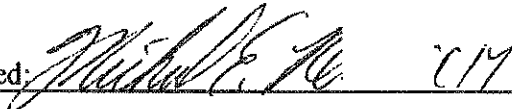
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: January 26, 2018

Signed:  2017

Print Name: Michael E. Reed, CCM

Title: Chief Executive Officer / Managing Member

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: KS Engineers, P.C.

Address: 494 Broad Street, 4th Floor

City, State and Zip Code: Newark, NJ 07102

2. Entity's Vendor Identification Number: 22-3341410

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Professional Corp. Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Kamal Shahid, PE, [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Kamal Shahid, PE, [REDACTED] (100% Ownership)

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: January 19, 2018

Signed: 

Print Name: Kamal Shahid, PE

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES :

BUILDING CONSTRUCTION GROUP

AGREEMENT NO. B95102-02C-J

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Elite Construction of NY and KSE Engineers, P.C. a joint venture having its principal office at 1225 Franklin Avenue, Suite 325, Garden City, NY 11530 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, **prior to the expiration of date of the Agreement**, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services: Building Construction Group. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be

compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed One Million (\$1,000,000) dollars.

(b) **Vouchers; Voucher Review, Approval and Audit.** Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) **Timing of Payment Claims.** The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) **No Duplication of Payments.** Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) **Payments in Connection with Termination or Notice of Termination.** Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) **Payments Relating to Services Rendered by Subcontractors.** The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm

hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.
(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage,

and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

(e) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly

designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature

page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.


23. Executory Clause. Notwithstanding any other provision of this Agreement:

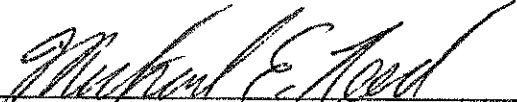
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

By: 
Name: Kamal Shahid, PE
Title: President, KS Engineers
Date: 11/6/2017

By: 
Name: Michael E. Reed, CC17
Title: Chief Executive Officer, Elite Construction of NY, LLC
Date: 11/9/2017

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

[Note to Departments: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 9 day of November in the year 20017 before me personally came Michael E. Reed to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or ~~she~~ is the Chief Executive Officer of Elite Construction Company of NY, LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Denise M. Seaman

DENISE M. SEAMAN
Notary Public State of New York
No 01SE6107859
Qualified in Nassau County
Commission Expires April 12, 2020

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 200__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 7th day of November in the year 20017 before me personally came Kamat Shahid to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Middlesex, NJ; that he or she is the President of KS Engineers, PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

RAMON G. PORTILLO

NOTARY PUBLIC OF NEW JERSEY

I.D. # 50022321

My Commission Expires 8/31/2020



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 200__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX "A"

DETAILED SCOPE OF SERVICES

On-Call Building Construction Management Services

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform on-call construction management and related engineering services, for various durations, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Building Construction Group including, but not limited to, the furnishing of resident engineers, construction inspectors, scheduling services, cost estimating services, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, and construction related engineering services.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the "Mission") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

APPENDIX "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

Compensation for services provided under the terms of this Agreement will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and twenty eight hundredths (2.28). The method of determining compensation shall be established by the County for each project and set forth in the County's written request for a proposal and cost estimate.

Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

The Firm shall be reimbursed for the actual cost of "out-of-Pocket" expenses that have been approved in writing by the Commissioner of Public Works.

The Firm shall prepare and attach to this Agreement (as Appendix C - Wage Rate Schedule) a Maximum Hourly Wage Rate Schedule listing the job classifications, the maximum hourly wage rate for each classification and the Multiplier. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars (\$175.00) .

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request,

submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding

employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Michael E. Reed, CCM (Name)

1225 Franklin Avenue Suite 325 Garden City, NY 11530 (Address)

(516) 512-8983 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

November 6, 2017
Dated

Michael E. Reed, CCM
Signature of Chief Executive Officer

Michael E. Reed, CCM

Name of Chief Executive Officer

Sworn to before me this

6 day of November, 2017.

[Signature]
Notary Public

DONNA M. MYLETT
Notary Public State Of New York
No. 01MY5022600
Qualified In Nassau County
My Commission Expires January 18, 2018

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Kamal Shahid, KS Engineers, PC (Name)
125 Tournament Drive, Monroe Township, NJ 08831 (Address)
973-332-5930 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

11/7/2017
Dated


Signature of Chief Executive Officer

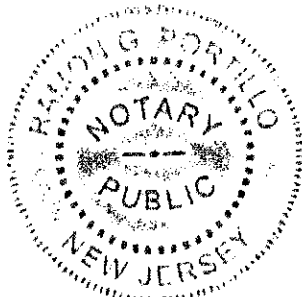
Kamal Shahid, President, KS Engineers, PC
Name of Chief Executive Officer

Sworn to before me this

7th day of November, 2017.


Notary Public

RAMON G. PORTILLO
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50022321
My Commission Expires 8/31/2020.



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: April 14, 2017

SUBJECT: "On-Call" Construction Management Services: Building Construction Group
RFP No. PW-B95102-02C
Recommendation of Award

The Nassau County Department of Public Works (NCDPW) intends to procure "On-Call" CM Services for our Building Construction Group. The services typically provided under an "On-Call" CM Services Agreement include furnishing Resident Engineers, Inspectors, Schedulers, Cost Estimators, field survey parties, evaluation of contractor claims, pre-bid constructability reviews, and construction related engineering services. These services will be needed to supplement our current staff of engineers and construction inspectors in the construction management efforts required for the various building construction projects currently in construction or anticipated to commence in 2017/ 2018.

The County received Seventeen (17) responses to the Request for Proposals (RFP), fifteen (15) of the proposals were eligible for review.

The technical proposals were evaluated by professional staff within the Department: Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner, Robert LaBaw, Architect III, John O'Dougherty, Building Inspector III and Joseph Amerigo, Civil Engineer II. The results of the Technical Evaluation including Cost Proposals are indicated in the table below.

Firm Name	Technical Rating	Rank	Cost Proposal (Comparison Only)	Multiplier
Liro Program & Construction Managers	91.2	1	\$610,600.00	2.2
Elite/ KSE	89.2	2	\$602,774.00	2.28
Jacobs	89.2	3	\$482,893.00	2.3
ARCADIS	89.0	4	\$636,991.00	2.3
Techno	88.2	5	\$653,073.16	2.3
D&B Architects & Engineers	87.8	6	\$677,725.00	2.3
Gannett Fleming	86.6	7	\$661,560.00	2.2
Aecom	86.0	8	\$587,239.00	2.15
H2M	84.6	9	\$647,597.00	2.3
Cashin	84.5	10	\$586,500.00	2.3
LKB	82.8	11	\$559,590.00	2.3
Armand	82.4	12	\$519,596.95	2.1
Cameron	81.6	13	\$506,352.76	2.3
Vournou	78.0	14	\$736,585.00	2.1
Baptiste	72.6	15	\$560,550.00	1.85



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

April 14, 2017

Page 2

SUBJECT: "On-Call" Construction Management Services: Building Construction Group
RFP No. PW-B95102-02C
Recommendation of Award

In our professional judgment, the top ten (10) firms, having received a higher technical rating present the best value to the County. Furthermore, it is the Department's recommendation that each of the top ten (10) firms be retained to provide On-Call Building CM Services.

It should be noted that no specific scope of services was requested with this RFP since the services are of an "on-call" nature. A cost proposal was submitted separately in a sealed envelope as requested in the RFP. The firms selected to provide these CM services will be compensated on either a lump sum basis or the actual salaries paid to the technical personnel engaged in performing the services times a multiplier. Funding for these professional services will be available on a project specific capital improvement basis.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

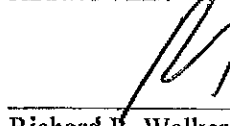


Richard P. Millet
Chief Deputy Commissioner

RPM:RM:pl

c: Shila Shah-Gaynoudias, Commissioner
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Robert LaBaw, Architect III
Joseph Amerigo, Civil Engineer II
John O'Dougherty, Building Construction Inspector III

APPROVED:



Richard R. Walker
Chief Deputy County Executive

Date

4/18/2017

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

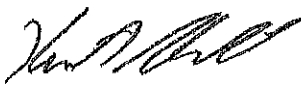
DATE: November 21, 2016

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract No: PW-B95102-02C

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
On-call Building Construction Management Services
2. The work involves the following:
Providing Resident Engineer's, Inspector's, Cost Estimator's, Scheduler's and construction related engineering services.
3. An estimate of the cost is: \$5,000,000.00
4. An estimate of the duration is: Two (2) Years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.


Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:WSN:pl

- c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maltra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II ✓
Joseph Amerigo, Civil Engineer II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Joseph Amerigo, Civil Engineer II

FROM: Office of the Commissioner

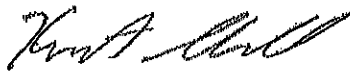
DATE: May 22, 2017

SUBJECT: CSEA Sub-Contracting Approval
C16-036 – PW-B95102-02C
On-Call Building Construction Management Services - Provide Resident Engineers,
Cost Estimators, Schedulers, and Construction Related Engineering Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C16-036**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions, please speak with Jonathan Lesman.



Kenneth G. Arnold
Assistant to Commissioner

KGA:las

c: Rakhai Maitra, Deputy Commissioner
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

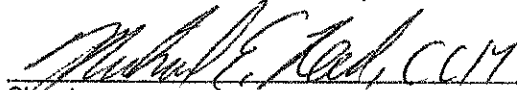
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael E. Reed, CCM CEO / Managing Member

Name and Title of Authorized Representative

m/d/yy



Signature

01/26/18

Date

Elite Construction Company of NY, LLC

Name of Organization

1225 Franklin Avenue Suite 325 Garden City, NY 11530

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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)**

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(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

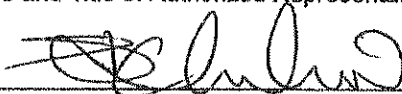
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Kamal Shahid, PE, President

Name and Title of Authorized Representative

m/d/yy



Signature

01/19/18

Date

KS Engineers, P.C.

Name of Organization

494 Broad Street, 4th Floor, Newark, NJ 07102

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.



ELITE-1

OP ID: DO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Regan Agency, Inc. 463 Deer Park Ave Babylon, NY 11702 Kevin P. Regan	631-669-3434	CONTACT NAME: Kevin P. Regan	
		PHONE (A/C, No, Ext): 631-669-3434	FAX (A/C, No): 631-669-3035
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Southwest Marine and General	
		INSURER B: State Insurance Fund	36102
		INSURER C: Standard Security Life Ins. Co	69078
		INSURER D: Utica National Assurance Co.	10687
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PK2017CML00065	07/07/2017	07/07/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAC6140016	01/28/2017	01/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX2017CML00026	07/07/2017	07/07/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	H 2153-476-3	07/11/2017	07/11/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab			PK2017CML00065	07/07/2017	07/07/2018	Liability \$ 1,000,000
C	NYS Disability			R 98146-000	01/01/2017	01/01/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Holder Notes

CERTIFICATE HOLDER	CANCELLATION
CDEPTPU Nassau County Department of Public Works 1194 Prospect Ave Westbury, NY 11590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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ELITE-1

OP ID: DO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2017

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PRODUCER Regan Agency, Inc. 463 Deer Park Ave Babylon, NY 11702 Kevin P. Regan		631-669-3434		CONTACT NAME: Kevin P. Regan	
				PHONE (A/C, No, Ext): 631-669-3434	
				FAX (A/C, No): 631-669-3035	
				E-MAIL ADDRESS:	
				INSURER(S) AFFORDING COVERAGE	
				NAIC #	
INSURED Elite Construction Company of New York, LLC c/o Mike Reed 1225 Franklin Avenue Suite 325 Garden City, NY 11530				INSURER A: Southwest Marine and General	
				INSURER B: State Insurance Fund	
				INSURER C: Standard Security Life Ins. Co.	
				INSURER D: Utica National Assurance Co.	
				INSURER E:	
				INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PK2017CML00065	07/07/2017	07/07/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			BAC6140016	01/28/2017	01/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX2017CML00026	07/07/2017	07/07/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	H 2153-476-3	07/11/2017	07/11/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab			PK2017CML00065	07/07/2017	07/07/2018	Liability \$ 1,000,000
C	NYS Disability			R 98146-000	01/01/2017	01/01/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Holder Notes

CERTIFICATE HOLDER

CANCELLATION

Nassau County Department of Public Works 1194 Prospect Ave Westbury, NY 11590	CDEPTPU
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 	

NOTEPAD:HOLDER CODE CDEPTPU
INSURED'S NAME Elite Construction Company ofELITE-1
OP ID: DO

PAGE 2

Date 11/07/2017

"On Call" Buildings Construction Services: Building Construction Group I
the "Services" for RFP No. PW-B95102-02C.
Additional Insured- Elite Construction Company of NY, L.L.C./KS Engineers,
P.C. - JV, KS Enginnars, PC and County of Nassau Dept. of Public Works, NY
as respects General & Excess Liability where required by written contract.
General & Excess Liability additional insureds is primary & non -
contributory where required by written contract. Waiver of Subrogation
applies as respects general & excess liability where required by written
contract. 30 day written notice of cancelllation to the certificate
holder applies.



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 275298729
REGAN AGENCY INC
463 DEER PARK AVENUE
BABYLON NY 11702



Scan to Validate

POLICYHOLDER ELITE CONSTRUCTION COMPANY OF NEW YORK LLC 1225 FRANKLIN AVE SUITE 325 GARDEN CITY NY 11530		CERTIFICATE HOLDER NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS 1194 PROSPECT AVE WESTBURY NY 11590	
POLICY NUMBER H2153 476-3	CERTIFICATE NUMBER 951113	POLICY PERIOD 07/11/2017 TO 07/11/2018	DATE 11/8/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2153 476-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 883816533



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		CONTACT NAME: Timothy Esler PHONE (A/C, No, Ext): (201) 262-1200 E-MAIL ADDRESS: certs@fenner-esler.com FAX (A/C, No): (201) 262-7810															
INSURED KS Engineers, P.C. 494 Broad Street 4th Floor Newark NJ 07102-3217		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: RLI Insurance Company</td><td>13056</td></tr><tr><td>INSURER B: Travelers Property Casualty Co</td><td>25674</td></tr><tr><td>INSURER C: Continental Insurance Company of NJ</td><td>42625</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: RLI Insurance Company	13056	INSURER B: Travelers Property Casualty Co	25674	INSURER C: Continental Insurance Company of NJ	42625	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: Master 17-18

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Includes Contractual & XCU Coverage Per GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X Y	PSB0004115 Policy Terms & Conditions Includes Coverage within	7/31/2017 50' of RR	7/31/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Valuable Papers \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X Y	PSA0002381	7/31/2017	7/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		PSE0002790	7/31/2017	7/31/2018	EACH OCCURRENCE \$ 5,000,000
B	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X Y	ZUP-51M65115-17-NF	7/31/2017	7/31/2018	AGGREGATE \$ 5,000,000 ea occurrence/aggregate \$ 10M/10M
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	PROFESSIONAL & POLLUTION INCIDENT LIABILITY		AEH591867355 FULL PRIOR ACTS	11/21/2017	11/21/2018	PER CLAIM LIMIT \$5,000,000 ANNUAL AGGREGATE LIMIT \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: KSE Project No. 2017-1946 . "On Call" Buildings Construction Services: Building Construction Group I the "Services" for RFP No. PW-B95102-02C. Additional Insured- Elite Construction Company of NY, L.L.C./KS Engineers, P.C. - JV, KS Enginners, PC and County of Nassau Dept. of Public Works, NY as respects General , auto & Excess liability where required by written contract. General, auto & Excess Liability additional insureds is primary & non - contributory where required by written contract. Waiver of Subrogation applies as respects general , auto & excess liability where required by written contract. 30 day written notice of cancelllation to the certificate holder applies.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Department of Public Works 1194 Prospect Ave Westbury, NY 11590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Timothy Esler/JEAN
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**Workers'
Compensation
Board**

**CERTIFICATE OF INSURANCE COVERAGE
UNDER THE NYS DISABILITY BENEFITS LAW**

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) KS Engineers, P.C. 65 Broadway, Suite 1002 New York, NY 10006	1b. Business Telephone Number of Insured 973-623-2999
1c. NYS Unemployment Insurance Employer Registration Number of Insured 0529577	1d. Federal Employer Identification Number of Insured or Social Security Number 223341410
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Public Works 1194 Prospect Ave Westbury, NY 11590 KSE Project No. 2017-1946	3a. Name of Insurance Carrier Arch Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 11DBL0729200 3c. Policy effective period 4/1/2017 to 3/31/2018

4. Policy covers:

- ☒ A. All of the employer's employees eligible under the New York Disability Benefits Law
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits Insurance coverage as described above.

Date Signed 11/7/2017 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number 201-743-3937 Title AVP Accident & Health

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)
Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.