

1.  
LEGISLATIVE CALENDAR  
**Documents:**

8-6-18.pdf

2.  
Proposed Ordinances

**Documents:**

PROPOSED ORD. 59-18.pdf

3.  
Agendas

**Documents:**

R-8-6-18.pdf

4.  
Contracts

**Documents:**

A-39-18 NCWEB.pdf

A-45-18 NCWEB.pdf

E-88-18 NCWEB.pdf

E-87-18 NCWEB.pdf

A-40-18 NCWEB.pdf

# LEGISLATIVE CALENDAR

NASSAU COUNTY LEGISLATURE  
ELEVENTH MEETING  
ELEVENTH MEETING OF 2018

MINEOLA, NEW YORK  
AUGUST 6, 2018 1:00P.M.

THE NASSAU COUNTY LEGISLATURE IS COMMITTED TO MAKING ITS PUBLIC MEETING ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. IF, DUE TO A DISABILITY, YOU NEED AN ACCOMMODATION OR ASSISTANCE TO PARTICIPATE IN THE PUBLIC MEETING OR TO OBTAIN A COPY OF THE TRANSCRIPT OF THE PUBLIC HEARING IN AN ALTERNATIVE FORMAT IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT, PLEASE CONTACT THE OFFICE OF THE CLERK OF THE LEGISLATURE AT 571-4252, OR THE NASSAU COUNTY OFFICE FOR THE PHYSICALLY CHALLENGED AT 227-7101 OR TDD TELEPHONE NO. 227-8989. AS PER THE NASSAU COUNTY FIRE MARSHAL'S OFFICE, THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER HAS A MAXIMUM OCCUPANCY OF 251 PEOPLE AND THE OUTER CHAMBER WHICH WILL STREAM THE MEETING LIVE, HAS A MAXIMUM OCCUPANCY OF 72. PASSES WILL BE DISTRIBUTED ON A FIRST COME FIRST SERVED BASIS BEGINNING ONE HALF HOUR BEFORE MEETING TIME.

EVERY LEGISLATIVE MEETING IS STREAMED LIVE ON  
<http://www.nassaucountyny.gov/agencies/Legis/index.html>.

1. **VOTE ON PROPOSED LOCAL LAW NO. -2018**

A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE TO REQUIRE THE NOTIFICATION BY MAIL TO ALL RESIDENT COUNTY PROPERTY OWNERS OF THE TENTATIVE ASSESSED VALUE OF OWNED PROPERTY. 266-18(LE)

2. **ORDINANCE NO. 59-2018**

AN ORDINANCE TO AMEND ORDINANCE NO. 105-1985 AS AMENDED BY ORDINANCES 154-1989, 103-2000, AND 203-2001 WITH REGARD TO MAINTENANCE AND GUARANTEES ASSOCIATED WITH ROAD OPENINGS IN NASSAU COUNTY. 282-18(LE)

3. **ORDINANCE NO. 129-2018**

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, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM RAFAEL MALDONADO AND JAIME L. MALDONADO OF CERTAIN PREMISES LOCATED IN THE CITY OF GLEN COVE, COUNTY OF NASSAU, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS SECTION 31, BLOCK 70, LOT 24 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO CONSUMMATE THE SALE. 438-18(PW/RE)

4. **ORDINANCE NO. 130-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF TOXICOLOGY/MEDICAL EXAMINER. 288-18(OMB)

5. **ORDINANCE NO. 131-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DIVISION OF FORENSIC SERVICES/MEDICAL EXAMINER. 289-18(OMB)

6. **ORDINANCE NO. 132-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 290-18(OMB)

7. **ORDINANCE NO. 133-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 291-18(OMB)

8. **ORDINANCE NO. 134-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 292-18(OMB)

9. **ORDINANCE NO. 135-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO AUTHORIZE A TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 293-18(OMB)

10. **ORDINANCE NO. 136-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 294-18(OMB)

11. **ORDINANCE NO. 137-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE CORRECTIONAL CENTER. 355-18(OMB)

12. **ORDINANCE NO. 138-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 439-18(OMB)

13. **ORDINANCE NO. 139-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE MEDICAL EXAMINER'S OFFICE. 447-18(OMB)

14. **ORDINANCE NO. 140-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 448-18(OMB)

15. **ORDINANCE NO. 141-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 449-18(OMB)



16. **ORDINANCE NO. 142-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE  
IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 450-18(OMB)

17. **ORDINANCE NO. 143-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE  
IN CONNECTION WITH THE POLICE DEPARTMENT. 451-18(OMB)

18. **ORDINANCE NO. 144-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE  
IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 452-18(OMB)

19. **ORDINANCE NO. 145-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE  
IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 453-18(OMB)

20. **ORDINANCE NO. 146-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE  
IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 454-18(OMB)

21. **ORDINANCE NO. 147-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE  
IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 455-18(OMB)

22. **ORDINANCE NO. 148-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE  
IN CONNECTION WITH THE DISTRICT ATTORNEY. 456-18(OMB)

23. **ORDINANCE NO. 149-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 457-18(OMB)

24. **ORDINANCE NO. 150-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 458-18(OMB)

25. **ORDINANCE NO. 151-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO AUTHORIZE TRANSFERS OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 441-18(OMB)

26. **RESOLUTION NO. 125-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF JEFFREY H. GREENFIELD AS A COMMISSIONER OF THE NASSAU COUNTY PLANNING COMMISSION. 268-18(CE)

27. **RESOLUTION NO. 128-2018**

A RESOLUTION TO INCREASE AWARENESS OF NASSAU COUNTY'S 24/7 BEHAVIORAL HEALTH HELPLINE. 283-18(LE)

28. **RESOLUTION NO. 130-2018**

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO FILE AN APPLICATION FOR FEDERAL ASSISTANCE WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. 295-18(HS)

29. **RESOLUTION NO. 134-2018**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED DARRYL T. COGGINS V. COUNTY OF NASSAU, ET AL., DOCKET NO: 07-CV-3624(JFB)(AKT), PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 436-18(AT)

30. **RESOLUTION NO. 135-2018**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED STANISLAW DUDEK V. COUNTY OF NASSAU, ET AL., DOCKET NO: 12-CV-01193(JMA)(ARL), PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 437-18(AT)

31. **RESOLUTION NO. 136-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF SEA CLIFF IN RELATION TO A PROJECT TO PROCURE EMERGENCY COMMUNICATIONS EQUIPMENT. 353-18(CE)

32. **RESOLUTION NO. 137-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE WANTAGH FIRE DISTRICT IN RELATION TO A PROJECT TO PURCHASE VARIOUS FIREFIGHTING AND SAFETY EQUIPMENT. 354-18(CE)

33. **RESOLUTION NO. 138-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE GREAT NECK PUBLIC LIBRARY TO PURCHASE ITEMS RELATING TO THE ESTABLISHMENT OF A STEM LAB INCLUDING LAPTOPS, VR SYSTEMS AND GAMING COMPUTERS. 431-18(CE)

34. **RESOLUTION NO. 139-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF ROSLYN AND A THREE-PARTY AGREEMENT BETWEEN THE COUNTY EXECUTIVE, VILLAGE OF ROSLYN AND THE ROSLYN LANDMARK SOCIETY IN RELATION TO COOPERATIVE PROJECTS IN CONNECTION WITH THE 2006 NASSAU COUNTY ENVIRONMENTAL BOND ACT AND COUNTY CAPITAL FUNDS. 442-18(CE)

35.

**RESOLUTION NO. 140-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF ROSLYN AND A THREE-PARTY AGREEMENT BETWEEN THE COUNTY EXECUTIVE, VILLAGE OF ROSLYN AND THE ROSLYN LANDMARK SOCIETY IN RELATION TO COOPERATIVE PROJECTS IN CONNECTION WITH THE 2006 NASSAU COUNTY ENVIRONMENTAL BOND ACT AND COUNTY CAPITAL FUNDS. 443-18(CE)

36.

**RESOLUTION NO. 141-2018**

A RESOLUTION AUTHORIZING THE SIGNING OF A NEW YORK STATE DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL GRANT AGREEMENT FOR FUNDS TO SUPPORT POLICE ENFORCEMENT OF HIGH OCCUPANCY VEHICLE TRAFFIC LAWS ON THE LONG ISLAND EXPRESSWAY. 434-18(PD)

37.

**RESOLUTION NO. 142-2018**

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR THE RESURFACING OF VARIOUS COUNTY ROADS, CAPITAL PROJECT H6158756G, PIN 0760.58 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID FEDERAL AID TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 435-18(PW)

38.

**RESOLUTION NO. 143-2018**

A RESOLUTION TO APPOINT MEMBERS TO THE BOARD OF DIRECTORS OF THE NASSAU COUNTY LOCAL ECONOMIC ASSISTANCE AND FINANCING CORPORATION. 461-18(LE)

39.

**RESOLUTION NO. 144-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF THE HONORABLE DANIEL PALMIERI TO THE NASSAU COUNTY BOARD OF ETHICS. 356-18(CE)

40.

**RESOLUTION NO. 145-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF CHRISTOPHER DEVANE TO THE NASSAU COUNTY BOARD OF ETHICS. 357-18(CE)

41.

**RESOLUTION NO. 146-2018**

A RESOLUTION TO INCREASE PUBLIC AWARENESS OF SUBSTANCE ABUSE SERVICES IN THE COUNTY OF NASSAU BY ESTABLISHING A TWENTY-FOUR HOUR SUBSTANCE ABUSE HOTLINE. 350-18(LE)

42.

**RESOLUTION NO. 147-2018**

A RESOLUTION TO DEVELOP A SMARTPHONE APPLICATION FOR SUBSTANCE ABUSE ASSISTANCE INFORMATION AND RESOURCES IN NASSAU COUNTY. 352-18(LE)

43.

**RESOLUTION NO. 148-2018**

A RESOLUTION ESTABLISHING A STANDARD WORK DAY FOR ELECTED OFFICIALS IN NASSAU COUNTY WHO ARE MEMBERS OF THE NEW YORK STATE AND LOCAL RETIREMENT SYSTEM. 444-18(CE)

44.

**RESOLUTION NO. 149-2018**

A RESOLUTION TO ACCEPT A GIFT OFFERED BY MICROSOFT CORPORATION TO THE DEPARTMENT OF INFORMATION TECHNOLOGY. 432-18(IT)

45.

**RESOLUTION NO. 150-2018**

A RESOLUTION TO ACCEPT A GIFT OFFERED BY THE NASSAU COUNTY POLICE DEPARTMENT FOUNDATION TO THE NASSAU COUNTY POLICE DEPARTMENT. 433-18(PD)

46.

**RESOLUTION NO. 151-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO PARTIALLY EXEMPT CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 285-18(AS)

47.

**RESOLUTION NO. 152-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 286-18(AS)

48.

**RESOLUTION NO. 153-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 287-18(AS)

49.

**RESOLUTION NO. 154-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO CORRECT ERRONEOUS CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 325-18(AS)

50.

**RESOLUTION NO. 155-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 427-18(AS)

51.

**RESOLUTION NO. 156-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO WHOLLY EXEMPT CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 428-18(AS)

52.

**RESOLUTION NO. 157-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CANCEL RESTORED TAX CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 429-18(AS)

53.

**RESOLUTION NO. 158-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 445-18(AS)

54.

**RESOLUTION NO. 159-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO WHOLLY EXEMPT CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 446-18(AS)

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**NOTICE IS HEREBY GIVEN that the Nassau County Executive has executed the following personal service contracts, copies of which are on file with the Office of the Clerk of the Nassau County Legislature. These contracts are listed for informational purposes only.**

County of Nassau acting on behalf of Human Services and Family & Children's Assoc.  
RE: OF AFCA C-1. \$201,020.00. ID#CQHS18000007.

County of Nassau acting on behalf of Public Works and John S. Goess Realty Appraisal.  
RE: On Call Real Estate Appraisal - Amendment #2. \$30,000.00. ID# CLPW18000003.

County of Nassau acting on behalf of Social Services and Farmingdale Care, Inc.  
RE: Day Care. \$.01. ID# CQSS18000037.

County of Nassau acting on behalf of Housing and Intergovernmental and Long Island Housing Partnership, Inc. RE: HOME Investment Partnerships. \$500,000.00.  
ID# CQHI18000011.



County of Nassau acting on behalf of Health and Comprehensive Application Solutions Inc. dba Cove SLFT. RE: Preschool Special Ed Program. \$.01. ID# CQHE18000003.

County of Nassau acting on behalf of Public Works and LiRo Engineers, Inc...  
RE: CMI services – Resurfacing Phase 43 – PIN 0760.53. \$896,458.00.  
ID# CFPW18000002.

**THE NASSAU COUNTY LEGISLATURE**  
**WILL CONVENE NEXT**  
**COMMITTEE MEETINGS ON**  
**WEDNESDAY, SEPTEMBER 12, 2018 at 1:00PM**  
**AND**  
**FULL LEGISLATURE MEETING ON**  
**WEDNESDAY SEPTEMBER 26, 2018 at 1:00PM**

**PROPOSED ORDINANCE NO. 59- 2018**

AN ORDINANCE TO AMEND ORDINANCE NO. 105-1985 AS AMENDED BY  
ORDINANCES 154-1989, 103-2000, AND 203-2001 WITH REGARD TO MAINTENANCE  
AND GUARANTEES ASSOCIATED WITH ROAD OPENINGS IN NASSAU COUNTY

BE IT ORDAINED by the County Legislature of the County of Nassau as follows:

Section 1. Section 2. of Ordinance No. 105-1985 is amended as follows:

Section 2. No person, association of persons, corporations, municipal corporation, or any other legal entity whatsoever shall be allowed to open and dig upon any County road or in any way alter any curbing, gutter, basin, drainage line, or other works of the County for any purpose without a written permit from the Commissioner of the Department of Public Works of the County. Notwithstanding any law or rule to the contrary, every person, association of persons, corporations, municipal corporations, and any other legal entity whatsoever that is granted a permit from the Commissioner of the Department of Public Works of the County to open and dig upon any County road or in any way alter curbing, gutter, basin, drainage line, or other works of the County shall agree to maintain restorations and correct failed restorations at the direction of the Commissioner of the Department of Public Works for a period of seven (7) years after the acceptance of restoration by the Commissioner of the Department of Public Works.

§2. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this ordinance or the application thereof to any Permittee, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the Permittee, individual, corporation, firm, partnership entity or circumstance directly involved in the controversy in which order or judgment shall be rendered.

§3. State Environmental Quality Review Act Determination

It is hereby determined by the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act (“SEQRA”), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Ordinance will not have a significant impact on the environment and that no further environmental review or action is required.

§4. Effective Date:

This Ordinance shall take effect immediately.

# **NASSAU COUNTY LEGISLATURE**

## **12<sup>th</sup> TERM MEETING AGENDA**

# **RULES COMMITTEE**

**AUGUST 6TH, 2018 1:00 PM**

**Richard Nicolello – Chairman**

**Howard Kopel – Vice Chairman**

**Steve Rhoads**

**Laura Schaefer**

**Kevan Abrahams – Ranking**

**Delia DeRiggi-Whitton**

**Siela Bynoe**

**Michael C. Pulitzer, Clerk of the Legislature**

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>A-39-18</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> 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 VARIOUS NASSAU COUNTY AGENCIES AND HENRICH EQUIPMENT CO. INC. A-39-18
<b>A-40-18</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> 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 VARIOUS NASSAU COUNTY AGENCIES AND UNITED CESSPOOL SERVICES, INC. A-40-18
<b>A-45-18</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> 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 POLICE DEPARTMENT AND INTERGRAPH CORPORATION D/B/A HEXAGON SAFETY & INFRASTRUCTURE. A-45-18
<b>E-87-18</b>	<b>AT</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY AND DELLAVERSON, P.C. E-87-18
<b>E-88-18</b>	<b>AT</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY AND LAMB & BARNOSKY, LLP. E-88-18
			<b>THE FOLLOWING ITEMS MAY BE UNTABLED</b>
<b>65-18</b>	<b>LE</b>	<b>R</b>	<b><u>PROPOSED LOCAL LAW NO. – 2018</u></b> A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO DEPOSITS OF MATERIAL ON COUNTY ROADS. 65-18(LE)
<b>A-22-18</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SPRAGUE OPERATING RESOURCES LLC. A-22-18

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>A-27-18</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY INFORMATION TECHNOLOGY AND INFOSYS INTERNATIONAL, INC. A-27-18
<b>E-2-18</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> 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
<b>E-46-18</b>	<b>TV</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY AND CAMPANELLI & ASSOCIATES P.C. E-46-18
<b>E-52-18</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND ARCADIS OF NEW YORK, INC. E-52-18



County

Nassau

## Office of Purchasing

## Staff Summary A-39-2018

Subject: Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks. (S/B # 83070-04178-034)
Department: Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature 

Date: May 10, 2018
Vendor Name: Henrich Equipment Co. Inc.
Contract Number A-39-2018
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		
	Budget	06/25/2018	County Atty.
7-19-18	Deputy C.E.		County Exec.

## Narrative

**Purpose:** To authorize and award a Blanket Purchase Order for Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks for the Department of Public Works.

**Discussion:** This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where three (3) vendors viewed the bid. Minority Affairs was given a copy of the bid. Two (2) bids were received.

**Impact on Funding:** Estimated cost of this contract will exceed One Hundred Thousand Dollars (\$100,000.00) from general funds.

**Recommendation:** Office of Purchasing recommends an award be given to Henrich Equipment Co. Inc. as the lowest responsible bidder meeting specifications.

PURCHASE SECTION

LOCAL GOVT. PURCHASE AND  
VENDOR CONFIDENTIALITY

(DATE)

2018 JUN 20 4 22

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

**A-39-2018**

FROM: MELISSA GALLUCCI-COMMISSIONER OF SHARED SERVICES

DATE: MAY 11, 2018

SUBJECT: RESOLUTION-THE DEPARTMENT OF PUBLIC WORKS

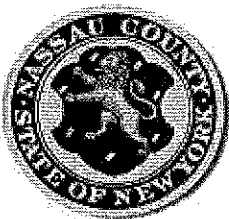
THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE ESTIMATED AMOUNT OF OVER ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS TO HENRICH EQUIPMENT CO. INC WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE CENTRAL MONITORING SYSTEM WITH REPORTING FOR PETROLEUM BULK STORAGE TANKS FOR THE DEPARTEMENT 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.

  
MELISSA GALLUCCI  
COMMISSIONER OF SHARED SERVICES

MS: br

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



RULES RESOLUTION

2018

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

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids 83070-04178-034 for Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks for the 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 ROGER 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: 7/10/18

Vendor: HARRICH EQUIPMENT CO. INC

Signed: [Signature]

Print Name: ROBERT HARRICH

Title: C.E.O

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):

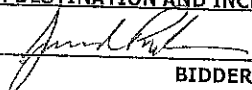
NONE

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.

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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.

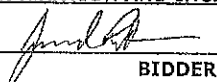
*NONE*

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

*NONE*

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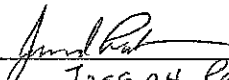
  
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*VICE PRESIDENT*  
TITLE

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.

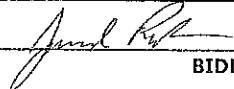
Dated: 4/30/18

Signed:   
Print Name: JOSEPH PEZDAN

Title: VICE PRESIDENT

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

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VICE PRESIDENT

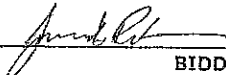
TITLE

Page 4 of 4:

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

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

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BIDDER

Vice 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 09 / 21 / 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 631 283 6920  
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 1 / 1 / 91 Treasurer \_\_\_\_\_  
Chairman of Board 1 / 1 / 91 Shareholder \_\_\_\_\_  
Chief Exec. Officer 1 / 1 / 91 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. 90% owner

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

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

\* 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.

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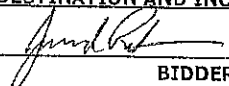
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NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space,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

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

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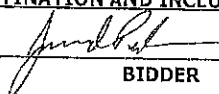


TITLE

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

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BIDDER



TITLE



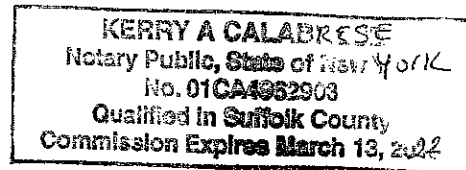
**CERTIFICATION**

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 J 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 30 day of April 2018

Kerry A Calabrese  
Notary Public



Henrich Equipment Co Inc  
Name of submitting business

Robert J Henrich  
Print name

[Signature]  
Signature

CEO/PRES  
Title

4 / 30 / 2018  
Date

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

BIDDER SIGN HERE

[Signature]  
BIDDER

VP

TITLE

# Robert Henrich

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

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## 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



**Summary of Relevant Accomplishments:**

- **Henrich Equipment Company is a premier direct distributor for all major petroleum equipment manufacturers 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.**



# NASSAU COUNTY DEPARTMENT OF HEALTH

## 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

DEPARTMENT OF HEALTH  
NASSAU COUNTY  
OFFICE OF THE COMMISSIONER  
100 WEST BABYLON ROAD  
WEST BABYLON, NY 11704  
(516) 335-2000  
WWW.NASSAUCOUNTYNY.GOV

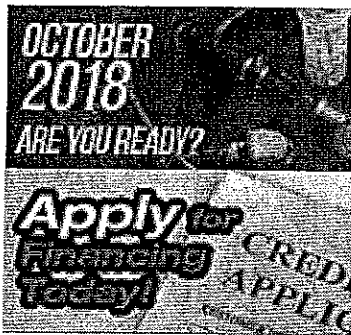
Funaro, Timothy G

**From:** Joseph Pezdan <jpezdan@henrichinc.com>  
**Sent:** Wednesday, May 16, 2018 11:22 AM  
**To:** Funaro, Timothy G  
**Subject:** RE: forms  
**Attachments:** Principal Questionnaire From.pdf

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

Tim,

Robert Henrich is the only person that holds a 10% or greater interest in the company, the form only requires his submittal, please see the attachment; let me know if you need anything else. Thank you.



 **henrich**  
**Joseph Pezdan**  
*Vice President*

t: 631.465.9454 ext.140 | m: 631.396.7463  
a: 42 Field Street, West Babylon NY, 11704  
e: [jpezdan@henrichinc.com](mailto:jpezdan@henrichinc.com) | w: [henrichinc.com](http://henrichinc.com)



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**From:** Funaro, Timothy G [<mailto:tfunaro@nassaucountyny.gov>]  
**Sent:** Wednesday, May 16, 2018 10:34 AM  
**To:** Joseph Pezdan  
**Subject:** forms

Joe,

For the formal sealed bid for the CMS I need the attached form filled out and returned for Robert J. Henrich Jr. The have the Pres I need one for the COO and one for your self.

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





**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/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 ROBERT JOSEPH HENRICH  
Date of birth 8/13/1980  
Home address 2 SILVERBEECH CT  
City/state/zip E. SETAUKET 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?  
NO ✓ YES        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? NO ✓  
       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 ✓ 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 ☒ 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.

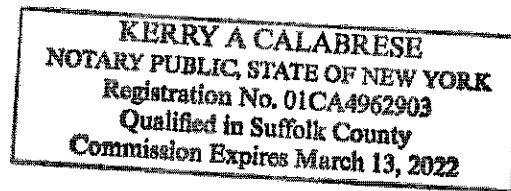
**CERTIFICATION**

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, 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 19 day of July 2018

Kerry A Calabrese  
Notary Public



HENRICH EQUIPMENT CO., INC  
Name of submitting business

ROBERT JOSEPH HENRICH  
Print name

[Signature]  
Signature

COO  
Title

7 / 19 / 2018 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/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 JOSEPH PEZDAN  
Date of birth 3/18/1960  
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 9/12/2002 to PRESENT  
(Other)

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

NO        YES ☒ If Yes, provide details. 5%

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

☒ 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 ☒ 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 ☒ 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**

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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 19 day of July 2018

Kerry A Calabrese  
Notary Public

**KERRY A CALABRESE**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01CA4962903  
Qualified in Suffolk County  
Commission Expires March 13, 2022

HENRICIT EQUIPMENT Co., INC  
Name of submitting business

Joseph PEZDAN  
Print name

[Signature]  
Signature

Vice President  
Title

7 / 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". No blanks.**

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

Date: 4/18/18

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

2) Address of Place of Business: 402 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

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

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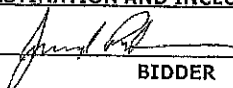
[Signature]  
BIDDER

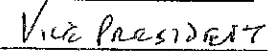
VICIE PRESIDENT  
TITLE

- 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 ☒ 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. \_\_\_\_\_

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

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BIDDER

  
Vice President  
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 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.

MONITOR ALL PERSONNEL AND FUTURE EMPLOYEES  
FOR ANY CONFLICTS.

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;

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

BIDDER SIGN HERE

[Signature]  
BIDDER

Vice President  
TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

- \* 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; 30
- vi) Annual revenue of firm; \$8,000,000.00
- vii) Summary of relevant accomplishments - SEE ATTACHED
- viii) Copies of all state and local licenses and permits. SEE ATTACHED
- B. Indicate number of years in business. 49 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 \_\_\_\_\_

		<u>TITLE</u>	<u>Ownership</u>
* ROBERT J HENRICH	57 HAMLET DR WET SIVAI N.Y. 11766	CEO/PRES	90%
JOSEPH PEZDAN	1551 TANNER ST HOLBROOK N.Y. 11741	VP	5%
THOMAS McCLAIN	65 COLUMBUS AVE SMITHTOWN N.Y. 11787	NO LONGER EMPLOYED	5%
ROBERT J HENRICH	2 SILVER BEECH CT POQUOTT N.Y. 11773	C.O.O.	—

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

BIDDER SIGN HERE

[Signature]

BIDDER

VP

TITLE



OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

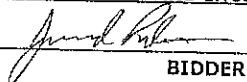
Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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

BIDDER SIGN HERE



BIDDER



TITLE

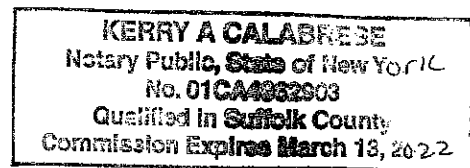
CERTIFICATION

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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 30 day of April 2018

Kerry A Calabrese  
Notary Public



Name of submitting business: HENRICH EQUIPMENT CO., INC

By: JOSEPH PEZDAN  
Print name

[Signature]  
Signature

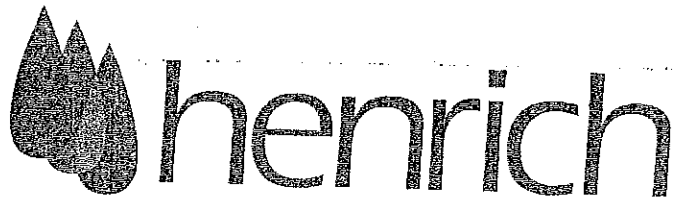
Vice President  
Title

4 / 30 / 2018  
Date

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

BIDDER SIGN HERE [Signature]  
BIDDER

VP  
TITLE



**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 58<sup>th</sup> Street  
4<sup>th</sup> Floor  
Woodside, NY 11377  
(718) 334-9152  
rdolan@dsny.nyc.gov

**New York City Department of Transportation**

Peter Sambalis  
55 Water Street 7<sup>th</sup> 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](http://www.henrichinc.com)  
Henrich Equipment Co Inc | 42 Field St | West Babylon, NY 11704 | fax 631.293.8979

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: HENRIK EQUIPMENT CO INC  
Address: 42 FIELD ST  
City, State and Zip Code: W. BABYLON NY 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):

ROBERT J HENRICH PRES 57 HAWLET DR - MT SINAI N.Y. 11766  
JOSEPH PEZDAN VP 1551 TANNER ST HOB BROOK N.Y. 11741  
ROBERT J HENRICH COO 2 SILVER BEECH CT E. 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 HAWLET DR MT SINAI N.Y. 11766  
JOSEPH PEZDAN 1551 TANNER ST HOB BROOK N.Y. 11741

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

BIDDER SIGN HERE

[Signature]  
BIDDER

Vice President  
TITLE

Page 2 of 4

Thomas McLean 69 Columbus 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.

Hong L. Partners

44 Field St

W. Babylon N.Y. 11704

GENERATOR Supply + MAINTENANCE

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

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

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[Signature]  
BIDDER

Vice President  
TITLE

Page 3 of 4

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

NONE

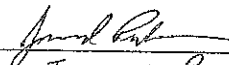
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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.

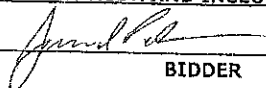
Dated: 4/30/18

Signed:   
Print Name: JOSEPH PEZDAR

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

Vice President  
TITLE

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 83070-04178-034
	COUNTY OF NASSAU		Dated: Ad. 04/05/2018
	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 April 17, 2018 11:00 A.M. E.D.S.T.
BUYER Timothy Funaro		TELEPHONE 516-571-7720	REQUEST FOR PROPOSAL NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks

• 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 MATERIALS, 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

7

DAYS AFTER RECEIPT OF ORDER

#### EMPLOYERS FEDERAL TAX ID NUMBER

112224526

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 ST</u>			
CITY <u>W. BABYLON</u>	STATE <u>NY</u>	ZIP CODE <u>11704</u>	TELEPHONE <u>631 293 6920</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>Joseph Prada</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE	

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

#### BID TERMS AND CONDITIONS

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

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

## 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 ST W. 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

[Signature]  
BIDDER

Vice President  
TITLE

BIDDER'S NAME: Henrich Equipment Co Inc

QUALIFICATION STATEMENT

ADDRESS: 42 FIELD ST W. 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

VICE PRESIDENT

SECRETARY

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes  
IF SO WHEN? 2017

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 49

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
<u>Joseph Perdan</u>	<u>VP</u>	<u>28</u>	<u>VEEOR BOOT + VST COMPLIANCE</u>	
<u>Enzo Vaccio</u>	<u>EST/PROJ MGR</u>	<u>36</u>	<u>ALL PHASES OF FUELING FACILITY INSTALLATION</u>	<u>+ COMPLIANCE</u>
			<u>AND COMPLIANCE</u>	

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

Henrich has INSTALLED AND SERVICES V.R. SYSTEMS FOR NASSAU (7)  
SUPERVISED BY JOSEPH PERDAN

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  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

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

Joseph Pezdan VP

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:

N.Y. C. Dept of Sanitation

ADDRESS:

82-35 58TH ST 4TH FLOOR

WOODSIDE N.Y. 11377

TELEPHONE: 718 334-0152 CONTACT PERSON

Richard Dolan

CONTRACT DATE:

2002 - PRESENT

2. REFERENCE'S NAME:

Suffolk County D.P.W.

ADDRESS:

335 Yaphank Ave

Yaphank N.Y. 11980

TELEPHONE: 631-852-5233 CONTACT PERSON

Melinda Hicks

CONTRACT DATE:

9-1-2010 - PRESENT

3. REFERENCE'S NAME:

Sprague Energy Systems

ADDRESS:

440 MAWARONEK AVE

HARRISON N.Y. 10528

TELEPHONE: 516 322-0834 CONTACT PERSON

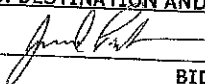
Peter Hughes

CONTRACT DATE:

2007 to PRESENT

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  
COUNTY OF NASSAU STATE OF NEW YORK

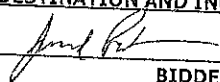
FORMAL SEALED BID PROPOSAL  
83070-04178-034

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

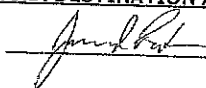
The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

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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COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

(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.

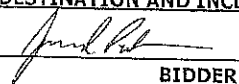
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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  
83070-04178-034**

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.

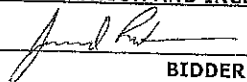
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

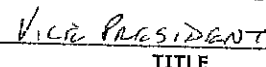
- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably 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.

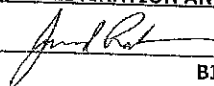
Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit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

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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**INDEMNIFICATION:**

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

**DEFINITIONS:**

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

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

**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.

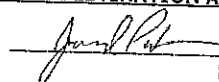
**INTENT**

**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 **Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks** 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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## Important Notice

Instructions for pages 13 -30, these pages must be filled out completely do not leave any question blank.

- 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.
- Trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it

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Page 2 of 4

Thomas McLain 69 Colonnade 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.

Heng L. Partners

44 Field St

W. Babylon N.Y. 11704

GENERATOR SUPPLY + MAINTENANCE

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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Page 3 of 4

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

NONE

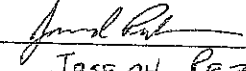
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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.

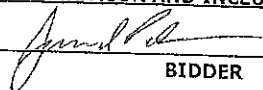
Dated: 4/30/18

Signed:   
Print Name: JOSEPH PEZDAN

Title: VICE PRESIDENT

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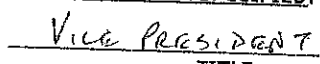
Page 4 of 4:

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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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):

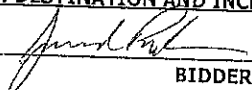
NONE

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.

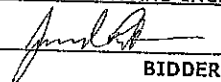
*NONE*

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

*NONE*

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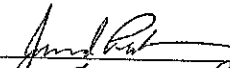
  
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*Vice President*  
TITLE

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.

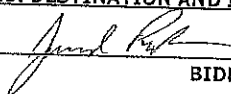
Dated: 4/30/18

Signed:   
Print Name: JOSEPH PEZDAN

Title: VIC PRESIDENT

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VIC PRESIDENT

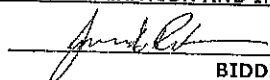
TITLE

Page 4 of 4:

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

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BIDDER

Vice 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: 4/18/18

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

2) Address of Place of Business: 412 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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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 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.

MONITOR ALL PERSONNEL AND FUTURE EMPLOYEES  
FOR ANY CONFLICTS.

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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Vice President  
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OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

- \* 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; 30
- vi) Annual revenue of firm; \$8,000,000.00
- vii) Summary of relevant accomplishments - SEE ATTACHED
- viii) Copies of all state and local licenses and permits. SEE ATTACHED
- B. Indicate number of years in business. 49 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 \_\_\_\_\_

		TITLE	OWNERSHIP
* ROBERT J HENRICH	57 HAMLET DR WET SINAI N.Y. 11766	CEO/PRES	90%
JOSEPH PEZDAN	1551 TANNER ST HOLBROOK N.Y. 11741	VP	5%
THOMAS MCCLAIN	65 COLUMBUS AVE SMITHTON N.Y. 11787	NO LONGER EMPLOYED	5%
ROBERT J HENRICH	2 SILVER BEECH CT POQUOTT N.Y. 11773	C.O.O.	—

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VP

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FORMAL SEALED BID PROPOSAL  
83070-04178-034

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

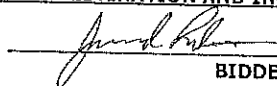
Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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VP

TITLE



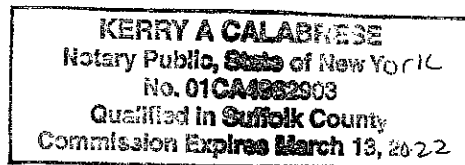
CERTIFICATION

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, 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 30 day of April 2018

Kerry A Calabrese  
Notary Public



Name of submitting business: HENRICH EQUIPMENT Co., INC

By: JOSEPH PEZDAN  
Print name  
[Signature]  
Signature  
Vice President  
Title

4 / 30 / 2018  
Date

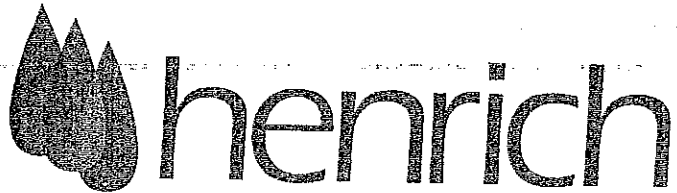
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BIDDER

VP.

TITLE



### 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 58<sup>th</sup> Street  
4<sup>th</sup> Floor  
Woodside, NY 11377  
(718) 334-9152  
rdolan@dsny.nyc.gov

#### New York City Department of Transportation

Peter Sambalis  
55 Water Street 7<sup>th</sup> 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](http://www.henrichinc.com)  
Henrich Equipment Co Inc | 42 Field St | West Babylon, NY 11704 | fax 631.293.8979

**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 08 / 21 / 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 631 283 6920  
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 1 / 1 / 91 Treasurer \_\_\_\_\_  
Chairman of Board 1 / 1 / 91 Shareholder \_\_\_\_\_  
Chief Exec. Officer 1 / 1 / 91 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. 90% owner

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

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

\* 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.

\* ALTERNATE POWER SOLUTIONS - GENERATOR SERVICE COMPANY

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[Signature]  
BIDDER

VP  
TITLE

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

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

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TITLE

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83070-04178-034

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

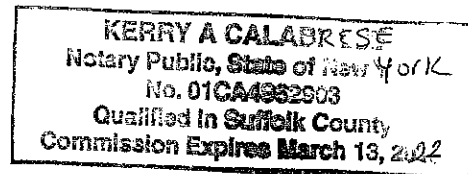
**CERTIFICATION**

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I, Robert J 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 3 day of April 2018

Kerry A Calabrese  
Notary Public



Henrich Equipment Co Inc  
Name of submitting business

Robert J Henrich  
Print name

[Signature]  
Signature

CEO/PRES  
Title

4 / 30 / 2018  
Date

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BIDDER

VP  
TITLE

# Robert Henrich

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

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## 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**

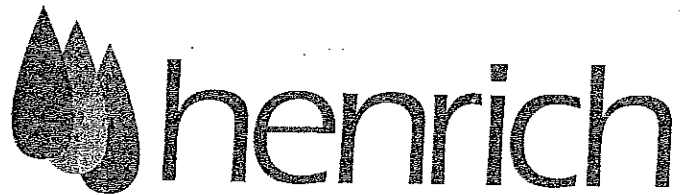
**Restaurant Entrepreneur**

**1982-1984**

**Maintenance Manager - Snug Harbor Condominium**

**1979-1982**

**General Manager – Arcadian Gardens**



**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.**



# NASSAU COUNTY DEPARTMENT OF HEALTH

## 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 E. Eisenstein, MD, MPH, FACP  
Commissioner

*Lawrence Eisenstein*

DEPARTMENT OF HEALTH  
NASSAU COUNTY  
OFFICE OF THE COMMISSIONER

**Funaro, Timothy G**

**From:** Joseph Pezdan <jpezdan@henrichinc.com>  
**Sent:** Wednesday, May 16, 2018 11:22 AM  
**To:** Funaro, Timothy G  
**Subject:** RE: forms  
**Attachments:** Principal Questionnaire From.pdf

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

Tim,

Robert Henrich is the only person that holds a 10% or greater interest in the company, the form only requires his submittal, please see the attachment; let me know if you need anything else. Thank you.



**henrich**  
**Joseph Pezdan**

*Vice President*

t: 631.465.9454 ext.140 | m: 631.396.7463  
a: 42 Field Street, West Babylon NY, 11704  
e: [jpezdan@henrichinc.com](mailto:jpezdan@henrichinc.com) | w: [henrichinc.com](http://henrichinc.com)



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**From:** Funaro, Timothy G [<mailto:tfunaro@nassaucountyny.gov>]  
**Sent:** Wednesday, May 16, 2018 10:34 AM  
**To:** Joseph Pezdan  
**Subject:** forms

Joe,

For the formal sealed bid for the CMS I need the attached form filled out and returned for Robert J. Henrich Jr. The have the Pres I need one for the COO and one for your self.

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



**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 7 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

  
TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

*Henrich Equipment Co Inc*

CLAIMANT NAME

DATE

*4/18/18*

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

*[Signature]*  
BIDDER

*VP*  
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:

SEE AMENDMENT NO 1

**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.

365 days.

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

BIDDER SIGN HERE

[Signature]  
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):

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

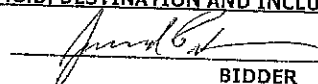
**INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an Insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, 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.**

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BIDDER



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.

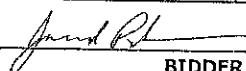
**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. 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.**

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BIDDER



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, 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:

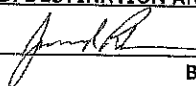
Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

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.

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

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BIDDER



TITLE

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

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

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

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

**NON PERFORMANCE**

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

**DISCLAIMER**

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

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

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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 NONE DO NOT CONTAIN ANY TOXIC SUBSTANCES.

**X**

  
Signature

VP  
Title

4/30/18  
Date

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

BIDDER SIGN HERE

  
BIDDER

VP  
TITLE

**EVALUATION:**

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

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

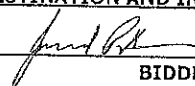
**TERMINATION PREROGATIVE:** The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

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

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

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

BIDDER SIGN HERE

  
BIDDER

  
VP

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 30 day of April, 20 18 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor:

Henrich Equipment Co Inc

Address:

42 Field ST

Street:

W. Babylon

City, Town, etc:

N.Y. 11704

Telephone:

631 293-6920

Title:

VP

If applicable, responsible Corporate Officer

Name

Joseph Prada

Title

VP

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

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

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

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

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

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

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

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

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

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

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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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 \_\_\_\_\_ for an appointment to visit the site.

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## SCOPE OF WORK

The Central Monitoring System (CMS) contractor ("Contractor") for petroleum bulk storage tanks shall:

- A. Provide remote, cloud based alarm monitoring, dispatch notification, inventory monitoring, and compliance reporting, as well as all services described in this specification to support CMS monitoring, notification and reporting.
- B. Provide system start-up, troubleshooting, and repairs as necessary to existing County tank monitoring equipment for initial system calibration.
  1. It shall be the sole responsibility of the CMS Contractor to coordinate any work required by County I.T. or other outside sub-contractor, to ensure system connectivity and the ability of the CMS to monitor, notify, and report as described in detail elsewhere in this specification.
  2. System troubleshooting shall be the sole responsibility of the CMS Contractor. After determination of the trouble, CMS Contractor shall repair and/or coordinate repairs by County I.T. or other outside sub-contractor.

## BASIS OF DESIGN

- A. Basis of Design: Platform for this service requires Veeder-Root® TLS450 and TLS450 Plus with DIM configured. Connectivity will be with TLS450 Insite360 Connect device, TLS450 Plus Internal Data Logger with IP connection.
- B. Any proposed equal alternative product substitution to this specification must be submitted for review and approval by the County. Equality shall be proven by the contractor and determined in the sole judgment of the designated County representative, with written approval from the Commissioner.
- C. It is the responsibility of the Contractor to insure and provide all necessary components to insure a fully compatible and working system. The system shall be upgraded as necessary, with new features to meet the prevailing standard with no extra costs to the County.

## SYSTEM REQUIREMENTS

- A. Codes and Standards: Comply with provision of the latest edition of the following, except as otherwise indicated:
  1. National Fire Protection Association: Flammable and Combustible Liquids Code (NFPA 30), and Motor Fueling Dispensing Facilities and Repair Garages Code (NFPA 30A).
  2. International Fire Code Chapter 23 and Chapter 57 (2012)
  3. National Electric Code (NEC), Article 513
  4. NFPA 70 National Electric Codes

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5. PEI/RP200-08 -Recommended Practices for Installation of Aboveground Storage Systems
6. ASTM A36 -Standard Specification for Carbon Structural Steel
7. ASTM A53 -Standard Specification for Pipe, Steel, Black and Hot-Dipped, ZincCoated, Welded and Seamless
8. SAE J1488 Standard Specification for diesel fuel filtration
9. Any other Code as applicable.

#### QUALITY ASSURANCE

- A. The Contractor shall be properly licensed as required by local jurisdictions, and provide evidence of sufficient experience (minimum experience of 10 years required) performing work of this nature. The contractor must be Veeder-root authorized distributor and service company (ASC).

#### PRODUCTS

- A. Products and Services are named or identified by make or model number, or other designation, and describe products as the Basis of Design. Base products and services establish the standards of type, function, in-service performance, physical properties, appearance, warranty, cost, and other characteristics required by the Project.
  1. Central Monitoring, Remote Accuchart, Extended Warranty, and other services listed below:
    - a. The Contractor shall present evidence of providing these services previously (minimum experience of 10 years required). The contractor shall provide services 24 hours a day, 7 days per week, and have staff assigned to administer and service this program
- B. Central Monitoring Services will include:
  1. Provide variance analysis. Contractor shall remotely monitor inventory and dispensing data from County's equipment. This data shall include:
    - a. Inventory data such as tank height and water, tank temperature data and tank capacity and diameter
    - b. Dispensing volume data such as volume, transaction start time, transaction end time and meter map.
    - c. Delivery data from the Automated Tank Gauge (ATG).
    - d. Bill of Lading (BOL) information received by Fuel Monitoring System (FMS).

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2. Contractor shall then process this data.
  - a. The data will be tested against variance thresholds.
  - b. Alarms will be generated when thresholds are exceeded and sent to analysts.
  - c. Analysts will use tools to investigate excessive variance events.
3. Contractor shall then electronically transfer the data to Nassau County directly.
  - a. Events are quantified, categorized and validated when possible.
  - b. Reports and results are made available via the Insite360 portal.
  - c. Authorized users have ability to view site and delivery variance exceptions and view the variance detail along with any commentary provided by the analyst.
4. Variance shall then be categorized into the following categories:
  - a. Tank Charting – Fast accurate tank charting with analyst oversight.
  - b. Reconciliation – Hourly and period reconciliation of variance and categorization of exceptions.
  - c. Delivery Reconciliation - Variance analysis of the delivery detected by the gauge and the Bill of Lading (BOL) shall include the impact of factors such as temperature and sales.
  - d. Meter Drift Detection by Nozzle - Meter error calculated for each fueling position.
  - e. Sudden Loss Detection – An alarm will be generated for a loss in inventory detected during a period where the site is not expected to be dispensing fuel.
  - f. Temperature – Quantification and categorization of the change in inventory related to temperature change across the hour or period.
  - h. Maintenance Events – Quantification and categorization of variance resulting from maintenance events (i.e. meter calibrations, tank inspections).
  - i. Equipment Failures – Quantification and categorization of variance resulting from equipment issues (i.e. meter problems, valves, blenders).
  - j. Operational problems – Quantification and categorization of variance resulting from operational problems (i.e. low product, overfill).
5. Fuel Visibility service provides access to inventory, deliveries, alarms, compliance reporting from networked Automated Tank Gauge (ATG) systems using the Insite360 Fuel web portal. The following services shall be included, as a minimum:

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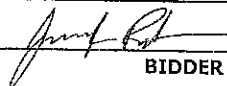
  
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- a. Inventory Reporting-Insite360 will remotely collect inventory data from all ATG at enrolled sites based on the Customer's defined polling schedule. Polling four times per 24-hour period is included. Contractor shall utilize automated ATG polling to gather the data from Customer's sites and shall consolidate the available data to be viewed on the Insite360 portal and standard reports. The data shall also be provided in electronic file format (.pdf, .html, .csv) and available for download via Insite360 Fuel Visibility.
  - b. Available data includes: Fuel Volume, Water Volume (if equipped with water float detection probes), Ullage, and Fuel Temperature. All volumes shall be numerically and graphically indicated.
6. Alarm Reporting will remotely collect alarm events generated by the on-site Veeder-Root ATG console for hardware, sensor, and communication alarms. The Veeder-Root ATG must be programmed to dial out to the Insite360 Alarm Servers when the on-site console generates an alarm. The Insite360 Alarm server will categorize alarm events by type and detailed in network and site level reports.
  - a. All alarms are automatically archived and available via site level reports through Insite360 with alarm history for up to 36 months.
  - b. Tank Alarm categories to receive in real-time and the balance will be available via reports and data archives.
7. Inventory Reporting shall use Insite360 and shall remotely collect inventory data from all ATGs at enrolled sites based on the Customer's defined polling schedule. Contractor shall utilize automated ATG polling to gather the data from Customer's sites and shall consolidate the available data to be viewed on the Insite360 portal and standard reports. The data will also be provided in electronic file format (.pdf, .html, .csv) and available for download via Insite360 Fuel Visibility for the County designated Fuel Program Manager. Available data includes:
  - a. Fuel Volume.
  - b. Water Volume (if equipped with water float detection probes).
  - c. Ullage.
  - d. Fuel Temperature.
  - e. All volumes indicated numerically and graphically.
8. Alarm Reporting shall use Insite360 and shall remotely collect alarm events generated by the on-site Veeder-Root ATG console for hardware, sensor and communication alarms. The Veeder-Root ATG must be programmed to dial out to the Insite360 Alarm Servers when the on-site console generates an alarm. The Insite360 Alarm server will categorize alarm events by type and detailed in network and site level reports.

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9. All alarms shall be automatically archived and available via site level reports through Insite360. Insite360 will store data on site alarm history for up to 36 months. Data older than 12 months is archived and is available upon request. For gauges without the ability to dial from the site to the Insite360 Alarm server on an automated basis, the Insite360 Operations Center will poll each site once per day to retrieve the alarms. Increased polling frequency is as an additional service option.
10. Nassau County can choose Priority Alarms and Tank Alarm categories to receive in real-time and the balance will be available via reports and data archives.
11. Alarms generated shall be viewed by the technician at the 24 X 7 support center. The technician shall undertake any remote diagnosis, troubleshooting and/or repair in response to incoming alarms and shall inform the designated County Fuel Program Manager of the issue who shall schedule to fix/resolve any site tank gauge related problems.
12. Compliance Reporting shall use Insite360 and shall remotely poll fueling sites to collect, store and report compliance test results for each tank, line and sensor enrolled in the service. Contractor shall collect and report test results from the ATG. Tank results will include ATG 0.2 gallon per hour (gph) i.e., Continuous Statistical Leak Detection (CSLD), and annular sensor tests. Line tests results shall include monthly or annual electronic line leak detection if equipped or sump sensor results, monthly or annually. Sensor types include dispenser pan, piping sump, interstitial and monitoring well sensors if equipped.
13. The Monthly Compliance Report will be part of the furnished services. Contractor shall remotely poll fueling sites to collect, store, and report test results for each tank, line, and sensor enrolled in the service. The Monthly Compliance Report shall be available via Insite360. The Monthly Compliance Report includes the following data:
  - a. Tank results by tank test type.
  - b. Line leak detection results by line.
  - c. Status of sensor(s) not used for tank and line compliance.
14. Alarm Monitoring and Dispatch Notification shall include:
  - a. 10 and 30 Day Compliance Reporting.
  - b. Poll the sites every 10 and 30 days and report the results at the designated frequency in the Compliance Report.
15. Poll Now Inventory shall be included, and enable users to remotely poll ATG consoles on demand to get updated site inventory data. Once completed, the updated inventory data for the site can be viewed using the Insite360 portal and site inventory reports. Nassau County can manually poll a site for updated inventory data on an unlimited daily basis up to once approximately every 10 minutes for sites using TCPIP communication.

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16. Basic Inventory Reconciliation Reporting shall be completed on Veeder-Root TLS ATG that automatically collect dispensing data, in-tank inventories and deliveries, and reconciles the totals at the end of each shift, day, and month. In order for Business Inventory Reconciliation (BIR) to function, TLS consoles must have BIR enabled and have the appropriate Dispenser Interface Modules. For Nassau County sites where BIR is enabled and properly functioning on ATG consoles, Insite360 will remotely poll the on-site console according to the County's defined reporting frequency to automatically access information needed to conduct the reconciliation. Nassau County will select from among the following options within the BIR module:
- a. Periodic Reconciliation
  - b. Monthly Reconciliation
17. Based on Nassau County's defined reconciliation period, Contractor shall schedule automated polling routines to remotely connect to the site and retrieve the data stored in the TLS consoles. To access the reports via Insite360, Nassau County can enter the start and end dates for each reconciliation period for the enrolled sites. Once Nassau County selects a date range, the report will show reconciliation for the range selected.
18. Insite360 Managed Services shall use the networked automated tank gauge systems (ATG) at the sites to provide the County with certain notice services and access to the Insite360 FMS Web Portal for visibility of various reports related to the service. Alarm Monitoring and Dispatch Notification will be managed by Insite360. The Insite 360 Alarm Management System shall remotely monitor alarm events generated by the on-site console for hardware, software, sensors and communication alarms. All alarms are automatically archived and the Nassau County designated contact shall be notified. This Managed Service will call out on the specific alarm as well as gauges that require the Insite360 Service Center to manually poll for alarm events. For gauges without the ability to dial from the site to the Insite360 System on an automated basis, the Insite360 Service Center shall poll each site once per day to retrieve the alarms. The Insite360 Operations Center shall monitor, remotely diagnose, troubleshoot and attempt to identify problems in order that appropriate responses can be initiated for the alarm conditions at a site. If the Insite360 Operations Center Technician is unable to resolve the problem remotely and determines that an on-site visit (a.k.a. dispatch) is required, the Technician will notify the designated County Fuel Program Manager.
- a. Alarm Categories shall include:
    1. Tank Delivery Needed Warning
    2. Tank Low Product Alarm
    3. Tank High Product Alarm
    4. Tank High Water Alarm
    5. Tank High Water Warning
    6. Tank Maximum Product Alarm
    7. Tank Overfill Alarm
    8. LLD Fuel Out Alarm
    9. Containment Alarm
    10. Diagnostics Alarms
    11. Communication Alarms
    12. External Alarm
    13. Probe Out Alarm

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14. Internal Alarm
  15. BIR Alarm
  16. ISD/EVR Alarm
  17. Compliance Alarm
19. Compliance Management by Veeder-Root will remotely poll fueling sites to collect, store and report test results for each tank, line, and sensor enrolled in the service. Veeder-Root will remotely identify, diagnose, troubleshoot and attempt to resolve non-passing leak detection test results to deliver valid leak detection (line, tank, and sensor) reports. It will be combined with Alarm Monitoring and Dispatch Notification. If the fuel management analyst is unable to resolve the problem and determines that an on-site visit (a.k.a. dispatch) is required, he/she will notify the Nassau County designated contact as defined in the Alarm Monitoring and Dispatch Notification service.
20. Historical records shall be kept securely on-line for safe keeping and future access.
21. Central Monitoring System and Veeder-Root obligations:
- a. Remotely poll fueling sites to collect, store and report test results for each tank, line and sensor enrolled in the service.
  - b. Include, for applicable tanks, test results for the corresponding interstitial sensor status, or ATG 0.2 gallon per hour (gph) test via a proprietary Continuous Statistical Leak Detection (CSLD) that utilizes small periods of quiet time (no dispensing) to collect tank inventory level information and performs an analysis to estimate a current leak rate of the tank.
  - c. Include for lines, either a 0.1 gph annual test result –or- 0.2 gph monthly test result for electronic line leak detection, if equipped, or sump sensor results for lines without electronic line leak detection where Nassau County has requested to utilize the sump sensor as the form of compliance.
  - d. Testing for the following sensor types: dispenser pan, piping sump, interstitial and monitoring well sensors, if equipped.
  - e. Identify, and attempt to resolve problems remotely to deliver valid tank and line compliance leak detection results. If the fuel management analyst is unable to resolve the problem and determines that an on-site visit (aka dispatch) is required, he/she will notify Nassau County.
  - f. Provide Nassau County with real time access to the current and prior month's site compliance history via the Insite360 Web Portal. Reports Provided: VR101 – FMS Site Compliance Report; and VR102 – FMS Monthly Summary Report (Passing – Not Passing).
22. 10 and 30 Day Compliance Management shall be furnished. Insite360 will poll the sites every 10 and 30 days and report the results at the designated frequency in the Compliance Report. If any of these Sites have non-passing results, then the Insite360 Operations Center will initiate remote diagnostics and troubleshooting.
- a. Additional Compliance Test Result: If a site is running multiple Compliance tests, Insite360 can collect, monitor, and shall report the test results. If any of these Sites have non-passing results, then the Insite360 Operations Center shall initiate remote diagnostics and troubleshooting.

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23. Business Inventory Reconciliation (BIR) Plus Report shall be furnished by Insite360. BIR reports based on Throughput, Delivery and Capacity thresholds will be available at a specified frequency. All reports are available through the Insite360 FMS Web Portal through which Nassau County can access reports specifically designed for this service.
24. Extended Warranty from the manufacturer will apply to all new and existing Veeder-Root Equipment maintained in accordance with the standard written warranty provided with Veeder-Root equipment and will be warrantied for repair and/or replacement to include all labor cost. Veeder-Root will provide a range of services designed to help Nassau County minimize the administrative costs associated with service contractor management as well as help Nassau County establish a fixed cost budget for maintenance and replacement of Veeder-Root manufactured equipment. The warranty applies only when equipment is installed in accordance with manufacturer's specifications. The warranty will not apply to any equipment, which has been subjected to misuse, negligence or accident or misapplied; or used in violation with product manuals, instructions or warnings; or modified or repaired by unauthorized persons; or improperly installed. The local Veeder Root distributor, being both Veeder Root ASC with multiple Level 4 technicians shall have access during Nassau County's regular working hours to work on the equipment after proper notice.
25. Procedure for Providing Maintenance:
- a. The standard Veeder-Root warranty dispatch procedures shall apply to all maintenance calls.
  - b. The local Veeder Root distributor, being both Veeder Root ASC with multiple Level 4 technicians, shall have appropriate replacement parts and tools to accomplish the required repairs on the first trip.
  - c. All parts must be returned to Veeder-Root. The local Veeder Root distributor, being both Veeder Root ASC and Level 4 technician, will be familiar with, and follow at all times, the Veeder Root-Nassau County protocol
26. Virtual Private Network (VPN) Service will created by local Veeder Root distributor establishing a virtual point-to-point connection through the use of virtual tunneling protocols, and traffic encryption. VPN provides an extremely secure connection between Insite360 and the County's private networks. It allows Insite360 to communicate with the ATG as if it were on the same secure, local network. Nassau County will have final review and acceptance of VPN.

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Melissa Gallucci  
Commissioner of Shared  
Services

**OFFICE OF PURCHASING**

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

**AMENDMENT NO. 1**

**FORMAL SEALED BID NO 83070-04178-034**

**FOR: Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks**

**ISSUED: April 05, 2018**

**OPENING: April 17, 2018**

**TO ALL BIDDERS:**

- 1) This formal sealed bid has been postponed until May 03, 2018 @ 11 AM E.D.S.T
- 2) Line 8 should read Lump Sum for Advance Variance Analysis thru Insite 360 Managed Services (or approved equal) \$ SEE LINE 8 ON PRICING PAGE 52
- 3) Add to specifications the following:  
Extended Warranty 40.00 PER SITE PER MONTH  
Upgrade of External Data Logger \$ 250.00 EACH  
Labor hourly rate Monday thru Friday between 7:30 AM and 3:30 PM \$ 106.00  
Material Rate  
Manufacture's list price less 10%  
Cost plus 15%

*Joseph Pezzano*  
JOSEPH PEZZANO V.P.

- 2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.
- 3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

**OFFICE OF PURCHASING**

Michael Schlenoff  
Director of Purchasing

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

**Pricing**

Item No.	Type	Feature	Amount Bid	
			Dollars	Cents
01	One-Time Fee (per Site) Up to 100 sites	LUMP SUM required for setup of Automated Tank Gauge (ATG) monitoring, for existing County tank monitoring equipment.	0	00
02	One-Time Fee (per Site) up to 100 sites	LUMP SUM for implementation of setup (off-site Central Station Monitoring), for existing County operation.	250	00

TOTAL AMOUNT ONE-TIME FEES BID (Items number 01 and 02 for 85 Sites): \$ 21,250.00

TOTAL AMOUNT ONE-TIME FEES BID (MUST BE WRITTEN IN WORDS): TWENTY ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS

Item No.	Type	Feature	Amount Bid	
			Dollars	Cents
03	Monthly Fee (per Site)	LUMP SUM for Basic Insite 360 (or approved equal) visibility.	20	00
04	Monthly Fee (per Site)	LUMP SUM for Basic Insite 360 (or approved equal) Inventory Reconciliation Reporting.	0	00
05	Monthly Fee (per Site)	LUMP SUM for Alarm Monitoring and Dispatch Notification thru Insite 360 Managed Services (or approved equal).	75	00
06	Monthly Fee (per Site)	LUMP SUM for Business Inventory Reconciliation System Management thru Insite 360 Managed Services (or approved equal).	0	00
07	Monthly Fee (per Site)	LUMP SUM for weekly/monthly Compliance Management thru Insite 360 Managed Services (or approved equal).	17	00
08	Monthly Fee (per Site)	LUMP SUM for the Daily Loss Advisor thru Insite 360 Managed Services (or approved equal). <u>ADVANCE VARIANCE ANALYSIS PER AMENDMENT</u>	120	00
09	Monthly Fee (per Site)	LUMP SUM for Business Inventory Reconciliation Plus Report thru Insite 360 Managed Services (or approved equal).	14	97

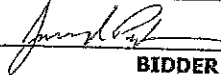
TOTAL AMOUNT MONTHLY FEES BID (Items number 03 thru 09 for 85 Sites): \$ 20,992.45

TOTAL AMOUNT MONTHLY FEES BID (MUST BE WRITTEN IN WORDS): TWENTY THOUSAND NINE HUNDRED NINETY TWO DOLLARS AND FORTY FIVE CENTS

**BID SECURITY:** Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of The Instructions to Bidders.

Additional services, locations, equipment and labor costs 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

VP  
TITLE

**LE: CENTRAL MONITORING SYSTEM WITH REPORTING  
FOR PETROLEUM BULK STORAGE TANKS**

$$\begin{array}{r} \$355.10 \text{ per site} \\ 85 \text{ sites} \\ \hline \$30,183.50 \text{ per month} \end{array}$$

Date 5/3/18 Andrew Charles Jackson



## FORMAL BID RECOMMENDATION

BID NUMBER 83070-04178-034

OPEN May 03, 2018

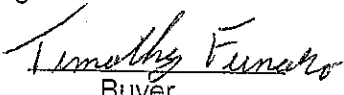

TITLE: Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks

DATE: May 07, 2018

TO: BUYER - Timothy Funaro

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.  
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: May 07, 2018 To: Supervisor From: Buyer Timothy Funaro		Bid Results	
List of recommended awards in accordance with the at attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.		Item	Bidder
 Buyer			Recommend an award be given to Henrich
			Equipment Co. Inc. as the lowest responsible bidder meeting specifications and bid terms. <b>SEE ATTACHED</b>
Date: _____			
To: Director From: Supervisor			
<input type="checkbox"/> Concur <input type="checkbox"/> Disagree (See Reverse)			
Date: <u>5/7/18</u>			
To: Buyer From: Director			
<input checked="" type="checkbox"/> Approved for Award			
<input type="checkbox"/> Hold award pending discussion			
NO <input type="checkbox"/> Subject to Legislature Approval			
YES <input checked="" type="checkbox"/> Subject to Legislature Approval			
 Director			

It is further recommended that this service be added to Blanket order BPNC18000057 which was created from formal sealed bid number 10031-11227-172. As part of the specifications of formal sealed bid number 10031-11227-172 additional services, tanks, locations, maintenance and repairs can be added with written quote and amendment, formal sealed bid number 10031-11227-172 is believed to meet this requirement. There are a few additional reasons for this formal sealed bid 10031-11227-172 has already been approved by the Nassau County Rules Committee this would save time and money by eliminating the need to bring formal sealed bid 83070-04178-034 to the rules committee and would allow for faster implementation of this contract. The two are companion contracts to each other, there would be one contract instead of two and they would expire at the same time and would be able to be rebid at the same time again saving money and time.



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

Manufacture list price minus \_\_\_\_\_ %

Cost plus \_\_\_\_\_ %

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

\_\_\_\_\_  
TITLE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2018

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

PRODUCER	CONTACT NAME: Diane Privitera PHONE (A/C, No, Ext): 631-581-5555 E-MAIL ADDRESS: diane@malpigliins.com FAX (A/C, No): 631-581-3030
Malpigli & Associates Ins. Agency, Inc. 3311 Sunrise Highway Islip Terrace, NY 11752	INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Co INSURER B: AmGuard Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED	NAIC # 25224 25011
Henrich Equipment Co Inc. 42 Field St West Babylon, NY 11704	

## COVERAGES

CERTIFICATE NUMBER: 00000000-8318502

REVISION NUMBER: 264

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.

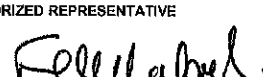
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC 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	06/05/2018	06/05/2019	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 <input type="checkbox"/> 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 <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractor Pollution			ECP2016419-12	11/18/2017	11/18/2018	per claim 3,000,000
A	Contractor Pollution			ECP2016419-12	11/18/2017	11/18/2018	aggregate 3,000,000

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

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

## CERTIFICATE HOLDER

## CANCELLATION

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

A-45-2018

Staff Summary A-45-2018

Subject: Hexagon Software (RQPD18000180)
Department: Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date: July 20, 2018
Vendor Name: Intergraph Corporation d/b/a Hexagon Safety & Infrastructure
Contract Number: A-45-2018
Contract Manager Name: Kimberly Stanton, Buyer

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
	Budget	7/25/18	County Atty.
	Deputy C.E.		County Exec.

**Narrative**

**Purpose:** To authorize and award a purchase order for Hexagon software maintenance for the Nassau County Police Department.

**Discussion:** This request is a sole source purchase; Intergraph Corporation d/b/a. Hexagon Safety & Infrastructure is the creator and owner of the Hexagon Software copyrighted under Copyright Act of 1976, 17 U.S.C. Because the software is propriety and copyrighted in accordance with the Hexagon end-user license agreement, Intergraph is the only vendor legally authorized to provide maintenance and support for this software. Contract period is from 8/01/2018 to 7/31/2019.

**Impact on Funding:** A purchase order in the amount of Seven Hundred Twenty-Nine Thousand Seven Hundred Sixty-Five Dollars and Sixty Cents (\$729,765.60) from General Funds.

**Recommendation:** Office of Purchasing recommends awarding a purchase order to Intergraph Corporation d/b/a Hexagon Safety & Infrastructure as the sole source provider of software support for Hexagon Software.

APPROVED:

*G. Lemat* 7/25/18

INSURANCE SECTION

(DATE)

RECEIVED INSURANCE AND  
PROPERTY DEPARTMENT

92 4 0 92 100 012

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 POLICE DEPARTMENT AND INTERGRAPH CORPORATION D/B/A HEXAGON SAFETY & INFRASTRUCTURE

WHEREAS, the Director is representing to the Rules Committee that the firm, INTERGRAPH CORPORATION D/B/A HEXAGON SAFETY & INFRASTRUCTURE is a sole source provider and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with INTERGRAPH CORPORATION D/B/A HEXAGON SAFETY & INFRASTRUCTURE.



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:

3/9/18

Vendor: Intergraph Corporation

Signed:

V.S. Vasile

Print Name: Victor S. Vasile

Title: Regional Divisional Counsel



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

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

None

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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

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

None

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

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

No

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

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

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

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

Dated: 3/9/18

Signed:

V. S. V.

Print Name:

VICTOR S. VASILE

Title:

REGIONAL DIVISIONAL COUNSEL



**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 Richard B. Jacks  
Date of birth 08 / 18 / 1964  
Home address 1219 McMullen Road  
City/state/zip Gurley, Alabama 35478  
Business address 305 Intergraph Way  
City/state/zip Madison, Alabama 35758  
Telephone 256-730-2000  
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 02 / 01 / 2015 Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_; If Yes, provide details.  
BJ2 Properties, LLC, 1219 McMullen Road, Gurley, Alabama 35748, 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 \_\_\_\_ 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 X NO \_\_\_\_\_ If Yes, provide details for each such instance. Intergraph Corporation has submitted numerous proposals that were unsuccessful for various reasons unknown to Intergraph.
  - 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.

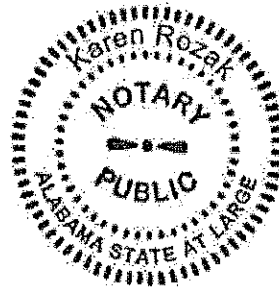
**CERTIFICATION**

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

Sworn to before me this 9<sup>th</sup> day of March 2018

Karen Rozak  
Notary Public



Intergraph Corporation  
Name of submitting business

Richard B. Jacks  
Print name

Richard B. Jacks  
Signature

Chief Financial Officer  
Title

3 / 4 / 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 Steven Cost  
Date of birth 09 / 09 / 1967  
Home address 1703 Warfield Way SE  
City/state/zip Huntsville, Alabama 35801  
Business address 305 Intergraph Way  
City/state/zip Madison, Alabama 35758  
Telephone 256-730-2000  
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 12 / 02 / 2013 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer 12 / 02 / 2013 Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_\_ NO x If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES \_\_\_\_\_ NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO \_\_\_\_\_; If Yes, provide details.  
Paint Rock Land Company, LLC (Member), JDI Company, LLC (Member) and Intergraph Corporation subsidiaries.
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 X NO \_\_\_\_\_ If Yes, provide details for each such instance. Intergraph Corporation has submitted numerous proposals that were unsuccessful for various reasons unknown to Intergraph.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_\_ NO X If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such occurrence.

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



**CERTIFICATION**

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I, Steven Cost, 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<sup>st</sup> day of March 2018

Amyfarr  
Notary Public

Intergraph Corporation  
Name of submitting business

Steven Cost  
Print name

[Signature]  
Signature

President and Chief Executive Officer  
Title

3 / 1 / 18  
Date

### Business History Form

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

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

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

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

Date: July 16, 2018

1) Proposer's Legal Name: Intergraph Corporation d/b/a Hexagon Safety & infrastructure

2) Address of Place of Business: 305 Intergraph Way, Madison, Alabama 35758

List all other business addresses used within last five years: 170 Graphic Drive  
Madison, Alabama 35758 and 19 Interpro Road, Madison, Alabama 35758

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

Phone : 256-730-2000

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 05-515-7903

5) Federal I.D. Number: 63-0573222

6) The proposer is a (check one): Sole Proprietorship Partnership Corporation X Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes    No X If Yes, please provide details: No other businesses not owned by Hexagon AB

8) Does this business control one or more other businesses? Yes X No    If Yes, please provide details: As a multinational corporation, Intergraph has numerous subsidiaries located throughout the world.

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. Intergraph is a subsidiary of Hexagon AB. As part of Hexagon, Intergraph has many affiliates throughout the world, a list of which is impractical.

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). Over the course of its forty year history, the affiant believes such an event of this nature has occurred.

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. The affiant has no knowledge of such matters having occurred as it relates to Intergraph but does not have sufficient knowledge to respond as it relates to its numerous affiliates located throughout the world.

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.     

With respect to current Intergraph officers and directors, the answer is no. The affiant does not have sufficient information as it relates to its hundreds of managers to respond to that element of the question.

b) Any misdemeanor charge pending? Yes      No X If Yes, provide details for each such charge.     

With respect to current Intergraph officers and directors, the answer is no. The affiant does not have sufficient information as it relates to its hundreds of managers to respond to that element of the question.

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 \_\_\_\_\_

With respect to current Intergraph officers and directors, the answer is no. The affiant does not have sufficient information as it relates to its hundreds of managers to respond to that element of the question.

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. \_\_\_\_\_

With respect to current Intergraph officers and directors, the answer is no. The affiant does not have sufficient information as it relates to its hundreds of managers to respond to that element of the question

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 \_\_\_\_\_

With respect to current Intergraph officers and directors, the answer is no. The affiant does not have sufficient information as it relates to its hundreds of managers to respond to that element of the question

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. Intergraph Corporation has not been sanctioned in the manner referenced above; however, affiant does not have personal knowledge with respect to its Intergraph's numerous affiliates.

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 X 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. As a multinational corporation with operations throughout the world, from time to time, Intergraph discovers it has not timely addressed a valid tax liability. Once it becomes aware of such issue it quickly addresses such valid tax liabilities.

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.

\_\_\_\_\_ None \_\_\_\_\_

(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.

\_\_\_\_\_ None \_\_\_\_\_

(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.

\_\_\_\_\_ None \_\_\_\_\_

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.

\_\_\_\_ Intergraph officers are aware of issues that could give rise to a conflict of interest and Intergraph has a dedicated compliance program to help make its employees understand what could cause a conflict of interest. Moreover, Intergraph does not have any officers in Nassau County or other business relations in Nassau County that would give reason to believe a conflict of interest is present.

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

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

- i) Date of formation;
  - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
  - iii) Name, address and position of all officers and directors of the company;
  - iv) State of incorporation (if applicable);
  - v) The number of employees in the firm;
  - vi) Annual revenue of firm;
  - vii) Summary of relevant accomplishments
  - viii) Copies of all state and local licenses and permits.
- 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 \_\_\_\_\_ Please see attached \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_



Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758  
t: 1.256.730.1516 f: 1.256.730.2899  
www.intergraph.com

This document is provided in response to the questions set forth in the Business History Form sections A-D. Responses are provided corresponding to the subparagraph identified in Sections A-D.

i. Date of formation;

Intergraph Corporation was incorporated in 1969.

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

Intergraph Corporation is a wholly owned subsidiary of Hexagon AB.

iii. Name, address and position of all officers and directors of the company;

Intergraph Corporation is located at 305 Intergraph Way, Madison, Alabama 35758 and its officers and directors are as follows:

Directors: Ola Rollen Steven Cost

Officers: Steven Cost, Edgar C. Porter, M. Scott Moore, Gerhard Sallinger, Mladen Stojic, Anthony P. Zana, R. Blair Jacks, Brian Menke, Wendy D. Ormstedt

iv. State of incorporation (if applicable)

Intergraph Corporation is incorporated in the State of Delaware

v. The number of employees in the firm

The Hexagon Safety & Infrastructure division of Intergraph Corporation has approximately 400 employees.

vi. Annual revenue of firm

As a wholly owned subsidiary of Hexagon AB, Intergraph Corporation does not provide the information being requested. Alternatively in 2017, Hexagon AB had revenue of approximately €3.470B .

vii. Summary of relevant accomplishments

Intergraph Corporation d/b/a Hexagon Safety & Infrastructure is the leader of public safety software solutions. Hexagon's software has been implemented in many of the largest municipalities, counties, districts, provinces, and states throughout the world. As we continue this tradition of thoughtful evolutionary adoption of technology, Hexagon's customers move forward with us, benefitting from new capabilities while protecting previous investments. Hexagon embraces the future by providing platforms that offer flexibility, yet sustain mission-critical operations. Today Hexagon Safety & Infrastructure has implemented solutions for more than 2,500 agencies in 27 countries using 14 languages, allowing us to incorporate best-of-breed public safety functionality from around the world into our products. The customer quotes below, volunteered during Hexagon's 2014 annual Users Group, validate Hexagon's software and services:

- "[Hexagon] Products are the best I've seen in the industry, and the people who work for Hexagon are fantastic and very willing to always help customers with problems quickly." – Terri O'Keefe, Business Systems Administrator for the City of Arvada Police Department
- "I like Hexagon's knowledgeable staff at the helpdesk, as well as the on-site staff that resolves issues as fast as they can be identified." – Jon H. Ronan, CAD Administrator for Fairfax County Department of Public Safety Communications
- "I believe the people that work for Hexagon truly care about their customers." – Don Jones, Communications Supervisor for Sonoma County Sheriff's Office
- "Hexagon works with us from the start all the way to the finish. It is professional, compassionate, and passionate about its products. The technical group knows their product. Hexagon is my favorite vendor to work with on a project." – Darcy Russell, Senior Project Manager for Alberta Health Services, Canada
- "I like Hexagon's ease of use for the consumer, reliability of the software, upgradeability of the software. It offers very user-friendly software supported by a cheerful and helpful staff." -- Carl W. Kostrzewski, Police Officer for Phoenix Police Department
- "Hexagon is the best in the business, hands down." – Steven Cain, Software Analyst for the City of Norfolk

viii. Copies of all state and local licenses and permit

As Intergraph Corporation does and is licensed to do business in hundreds of jurisdictions it is not practical to provide copies of all of licenses and permits.



B. Indicate number of years in business.

Intergraph Corporation has been in business for 47 years and been providing public safety software for more than twenty-five years.

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

As an Intergraph customer for more a decade, Intergraph does not believe it has any additional information that is not already known by the County.

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.

BWI/MAA  
(Baltimore Washington Thurgood Marshall International Airport/Maryland  
Aviation Administration)  
Eugene (Gene) Burger, PMP  
Terminal Building  
P.O. Box 8766  
Baltimore, Maryland 21240  
(410) 859-7614  
eburger@bwiairport.com

Chester County DES, Pennsylvania  
John Haynes, Deputy Director  
313 West Market Street  
West Chester, PA 19380  
(610) 344-5000  
jhaynes@chesco.org

City of Alexandria, VA  
Philip Antonucci, Commander – Technology, Data, & Analysis  
301 King Street  
Alexandria, VA 22314  
(703) 746-6698  
philip.antonucci@alexandriava.gov

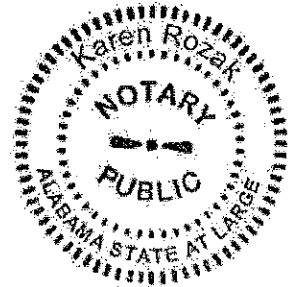
## CERTIFICATION

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

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

Sworn to before me this 9<sup>th</sup> day of March 2018

Karen Rozak  
Notary Public



Name of submitting business: INTERGRAPH CORPORATION

By: VICTOR S. VASILE  
Print name  
V.S. Vasile  
Signature

REGIONAL DIVISIONAL COUNSEL  
Title

3 / 9 / 18  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Intergraph Corporation d/b/a Hexagon Safety & Infrastructure

Address: 305 Intergraph Way

City, State and Zip Code: Madison, Alabama 35758

2. Entity's Vendor Identification Number: 63-0573222

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):

Director/Officer: Steven L. Cost; Officer: R. Blair Jacks; 305 Intergraph Way, Madison, AL 35758

Intergraph Corporation is organized into three distinct divisions. Hexagon Safety & Infrastructure is the division of Intergraph Corporation providing the products and services contemplated in the contract between Intergraph Corporation and Nassau County. Hexagon Safety & Infrastructure is based in Madison, Alabama. Steven Cost, President of Hexagon Safety & Infrastructure, and Richard B. Jacks, Chief Financial Officer for Hexagon Safety & Infrastructure, work at the Madison, Alabama facility and work for Hexagon Safety & Infrastructure.

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.

Sole shareholder: Intergraph Holding Company 305 Intergraph Way, Madison, Alabama 35758

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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.

No affiliate or subbsidiary will perform this project.

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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

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Page 3 of 4

(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: March 9, 2018 Signed: V.S. Vile

Print Name: Victor S. Vasile

Title: Regional Divisional Counsel

**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.

# REQUISITION

RQPD18000180 26/JUL/2018

## VENDOR:

INTERGRAPH CORPORATION

PO BOX 6695S DRIVE

MAIL STOP IW17A2

HUNTSVILLE

AL 35813

TEL:(256)730-8510

FAX:(888)822-1838

## REQUISITIONER:

PD POLICE DEPARTMENT

NCPD COMMUNICATION BUR CAD OFFICE

1194 PROPECT AVENUE

WESTBURY

NY 11590

D.CHAFFEE DAVIS/CR37/1568-531

TEL:(516)573-8650

FAX:( ) -

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	920-45	1.00	EA	729,765.6000	729,765.60
	COMPUTER SOFTWARE MAINTENANCE/SUPPORT				
	MAINTENANCE AGREEMENT FOR ONE YEAR PREMIUM				
	SOFTWARE SERVICE FOR INTERGRAPH CAD				
	FOR THE PERIOD AUGUST 1, 2018 THROUGH JULY 31, 2019				
	AS PER QUOTE 1-1JOQJOK				
	(SEE ATTACHED)				

ESTIMATED TOTAL: 729,765.60

# MAINTENANCE QUOTATION SUMMARY

Agreement: 1-1JQQJ0K



Performance Period: 8/1/18 through 7/31/19  
Currency: USD

Bill To:

Nassau County Police Department  
Det. Lt. Kenneth Sirigaro  
NCPD Communication Bur CAD Office  
1194 Prospect Avenue  
Westbury NY 11590  
USA

Ship To:

Nassau County Police Department  
Det. Lt. Kenneth Sirigaro  
NCPD Communication Bur CAD Office  
1194 Prospect Avenue  
Westbury NY 11590  
USA

## Quotation Summary:

SW Maint	\$729,765.60
<b>Total Services Cost*</b>	<b>\$729,765.60</b>

\* Total is exclusive of applicable taxes. Applicable taxes will be added to the invoice.

The maintenance services quoted herein are subject to the attached Hexagon Safety & Infrastructure Maintenance Terms and Conditions. This agreement shall only become binding and effective upon the written acceptance by Hexagon Safety and Infrastructure. This quotation expires ninety (90) days from the date of issue by Hexagon Safety and Infrastructure.

**THIS IS NOT AN INVOICE**

Offered by:

Intergraph Corporation

Accepted by:

Signature:

Name:

Date:

Email:

Telephone:

Signature:

Name:

Title:

Date:

Email:

Telephone:

Fax:



A Purchase Order will not be issued.  
Customer signature above constitutes notice to proceed with this agreement.



A Purchase Order will be issued and shall reference the terms and conditions of above referenced quote.

Please mark one of the following options when submitting your acceptance:



# MAINTENANCE QUOTATION DETAIL

Nassau County Police Department  
Account Nbr: MDC-3353  
Quote: 1-1JQQJ0K-Nassau County PD



PO#: TBD  
Performance Period: 8/1/18 through 7/31/19  
Currency: USD

## BILL TO:

Nassau County Police Department  
Det. Lt. Kenneth Strigaro  
NGPD Communication Bur CAD Office  
1194 Prospect Avenue  
Westbury NY 11590  
USA

## SHIP TO:

Nassau County Police Department  
Det. Lt. Kenneth Strigaro  
NGPD Communication Bur CAD Office  
1194 Prospect Avenue  
Westbury NY 11590  
USA

Site Number:	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
50000210	IPSCUSTOM03	CAD Interface /Alarm (IPSD13) to CAPER System	1-310569216	8/1/18	7/31/19	Premium	12	1	\$751.54	\$9,018.48
2	IPSD013	/Alarm NL	1-227536735	8/1/18	7/31/19	Premium	12	2	\$317.52	\$7,620.48
3	IPSD013TST	/Alarm NL - Test License	1-227536285	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
4	IPSD013TRN	/Alarm NL - Training License	1-227535853	8/1/18	7/31/19	Premium	12	1	\$317.52	\$3,810.24
5	IPSD035	/Backup	1-227536771	8/1/18	7/31/19	Premium	12	1	\$541.33	\$6,495.96
6	IPSD035TST	/Backup - Test License	1-227536717	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
7	IPSD002	/Dispatcher	1-264590345	8/1/18	7/31/19	Premium	12	48	\$358.31	\$206,386.56
8	IPSD002TST	/Dispatcher - Test License	MME-1-4REQA5	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
9	IPSD002TRN	/Dispatcher - Training License	1-227536951	8/1/18	7/31/19	Premium	12	13	\$398.31	\$55,896.36
10	IPSD007	/Executive 2 NL	1-227536960	8/1/18	7/31/19	Premium	12	1	\$579.92	\$6,958.04
11	IPSD007TST	/Executive 2 NL - Test License	1-227536981	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
12	IPSD1168C	/Incident Analyst w/GeoMedia and GeoMedia Grid CC	1B3HET50000210	8/1/18	7/31/19	Premium	12	15	\$82.69	\$14,884.20
13	IPSD004	CHIEFS Data System Interface	1-227536978	8/1/18	7/31/19	Premium	12	2	\$479.59	\$11,510.16
14	IPSD004TST	CHIEFS Data System Interface - Test	1-227536231	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
15	IPSD004TST	NYSPINVIC Interface - Test	1-227536249	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
16	IPSD004TRN	/Informant - Training License	1-227535835	8/1/18	7/31/19	Premium	12	1	\$479.59	\$5,755.08
17	IPSD050A	/WinterCAD NL - Additional License	MME-1-3Y1LXP	8/1/18	7/31/19	Premium	12	11	\$103.15	\$14,407.80
18	IPSD050ATST	/WinterCAD NL - Additional License - Test License	1-227536933	8/1/18	7/31/19	Premium	12	10	\$0.00	\$0.00
19	IPSD050	/WinterCAD NL - First License	1-227537014	8/1/18	7/31/19	Premium	12	1	\$888.77	\$10,425.24
20	IPSD050TST	/WinterCAD NL - First License - Test License	1-227536339	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
21	IPSD039	/Mobile Data Terminal NL	1-227537068	8/1/18	7/31/19	Premium	12	2	\$958.07	\$22,983.68
22	IPSD039	/Mobile Data Terminal NL	1-294637971	8/1/18	7/31/19	Premium	12	5	\$958.07	\$57,484.20
23	IPSD098BCK	/Mobile Data Terminal NL - Backup License	1-284590816	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
24	IPSD098TST	/Mobile Data Terminal - Test License	MME-1-4QOQLX	8/1/18	7/31/19	Premium	12	2	\$0.00	\$0.00
25	IPSD098TRN	/Mobile Data Terminal NL - Training License	1-227535889	8/1/18	7/31/19	Premium	12	1	\$958.07	\$11,486.84
26	IPSD042C	/NetViewer - 100 users	1-227535726	8/1/18	7/31/19	Premium	12	1	\$1,959.14	\$23,509.68
27	IPSD042CTST	/NetViewer - 100 users - Test License	1-284590342	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00

# MAINTENANCE QUOTATION DETAIL

Nassau County Police Department  
Account Nbr: MDC-3353  
Quote: 1-1JQQJ0K-Nassau County PD



PO#: TBD  
Performance Period: 8/1/18 through 7/31/19  
Currency: USD

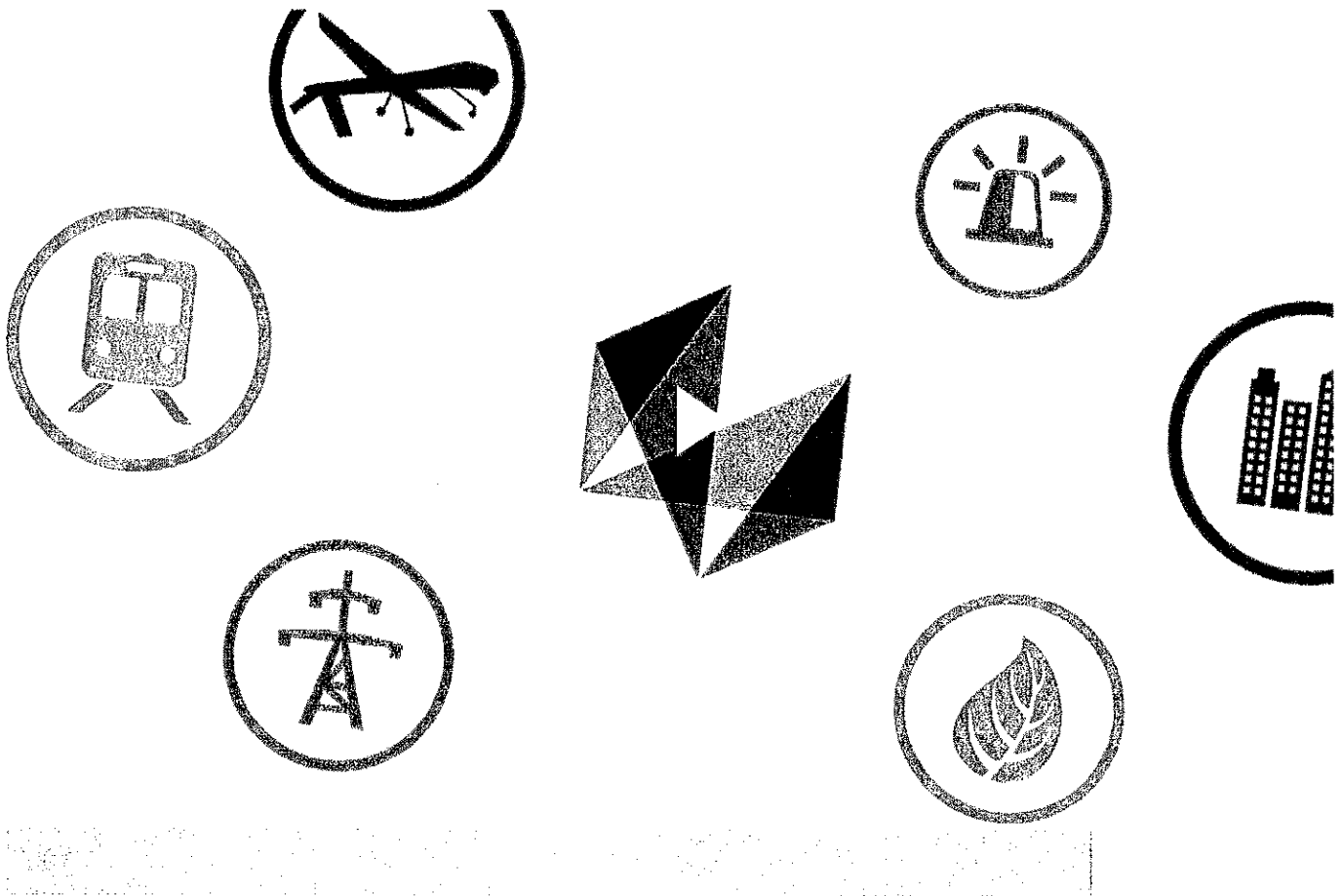
Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
28	IPS0018	I/Telephone Device for Deaf - Zetron NL	1-227537113	8/1/18	7/31/19	Premium	12	1	\$218.30	\$2,619.60
29	IPS0018TST	I/Telephone Device for Deaf - Zetron NL - Test License	1-227536303	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
30	IPS0018TRN	I/Telephone Device for Deaf - Zetron NL - Training License	1-227535871	8/1/18	7/31/19	Premium	12	1	\$218.30	\$2,619.60
31	IPS0015	I/Tracker - Test License	1-227542303	8/1/18	7/31/19	Premium	12	2	\$541.33	\$12,991.92
32	IPS0015TST	I/Tracker - Test License	MME-1-4REQ9Z	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
33	IPS0009	I/Mobile Data Terminal NL	MME-1-4REQ7N	8/1/18	7/31/19	Premium	12	1	\$958.07	\$11,498.84
34	IPS0038STE	I/Mobile - Site License	MME-1-4C5Y5H	8/1/18	7/31/19	Premium	12	1	\$8,288.63	\$111,583.56
35	IPS0069TRN	I/Mobile Data Terminal NL - Training License		8/1/18	7/31/19	Premium	12	1	\$998.07	\$11,498.84
36	GSPY5025	GeoMedia WebMap Advantage - ONE	1B3HHET50000210GLY Y6	8/1/18	7/31/19	Premium	12	1	\$653.78	\$7,845.36
37	GSPX5005	GeoMedia Essentials CC	1B3HHET50000210GLY Y6	8/1/18	7/31/19	Premium	12	15	\$57.33	\$10,319.40
38	GSPX5007	GeoMedia Professional CC	1B3HHET50000210GLY Y6	8/1/18	7/31/19	Premium	12	1	\$235.94	\$2,831.28
39	GSPX5006	GeoMedia Advantage CC		8/1/18	7/31/19	Premium	12	15	\$113.56	\$20,440.80
40	IPS0001	I/Executive NL	1-227542284	8/1/18	7/31/19	Premium	12	1	\$813.65	\$9,763.80
41	IPS0001BCK	I/Executive NL - Backup License	1-227536627	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
42	IPS0001TRN	I/Executive NL - Training License	1-227535799	8/1/18	7/31/19	Premium	12	1	\$813.65	\$9,763.80
43	IPS0003	I/Calltaker	1-227535907	8/1/18	7/31/19	Premium	12	30	\$86.00	\$30,960.00
44	IPS0004	Uniformer		8/1/18	7/31/19	Premium	12	1	\$479.59	\$5,755.08
45	IPS0004TRN	Uniformer - Training License		8/1/18	7/31/19	Premium	12	1	\$479.59	\$5,755.08
46	IPS0013TRN	I/Alarm NL - Training License		8/1/18	7/31/19	Premium	12	1	\$317.52	\$3,810.24
48	IPS0001TST	I/Executive NL - Test License	1-227536653	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
Subtotal for Site Number 50000210										\$728,797.20

Site Number:	50011159									
Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
47	IPS1184C	Exchange I/Map Editor CC for I/Map Editor for ArcGIS CC		8/1/18	7/31/19	Premium	12	1	\$88.20	\$1,058.40
Subtotal for Site Number 50011159										\$1,058.40
Grand Total Excluding Tax										\$729,765.60

# Overview

SHARE   

Hexagon Safety & Infrastructure provides mission-critical and business-critical software solutions to governments and service providers.



Society relies on government and commercial organizations for public safety, transportation, utilities, and more. Organizations need the right information at the right time to plan and deliver these vital services. However, shrinking budgets, new citizen and customer demands, the changing technology landscape, and other pressures disrupt the status quo.

Hexagon Safety & Infrastructure helps organizations overcome these obstacles to improve operations and manage change intelligently and effectively. Our solutions connect organizations with the mission-critical and business-critical data necessary to make better, timelier, and more informed decisions.



**Global Leader** – The global leader in computer-aided dispatch (CAD) software, our public safety and security solutions help protect one in 12 people around the world.



**Proven Innovator** – A pioneer in geographic information systems (GIS) and founding member of the Open Geospatial Consortium, our location-based solutions empower government and infrastructure planning, operations, and service delivery.



**Trusted Partner** – With decades-long customer relationships, our solutions are trusted by thousands of organizations of all size and scope around the world.

Reliable, scalable, and interoperable, our solutions enhance capabilities, improve agility, mitigate risk, and reduce the total cost of ownership for enterprise systems. In the operations center or in the field, on-premises or in the cloud, at a workstation or through a mobile app, our solutions deliver greater situational awareness and better results.

## About Hexagon

Hexagon Safety & Infrastructure is part of Hexagon, a leading global provider of information technology solutions that drive productivity and quality across geospatial and industrial landscapes.

Hexagon's solutions integrate sensors, software, domain knowledge and customer workflows into intelligent information ecosystems that deliver actionable information. They are used in a broad range of vital industries.

Hexagon (Nasdaq OXM Stockholm: HEXA B) has more than 18,000 employees in 50 countries and net sales of approximately 3.5bn EUR. Learn more at [hexagon.com](http://www.hexagon.com) (<http://www.hexagon.com>) and follow us @HexagonAB.

\*USD option for currency – 4.2 bn USD

## Our Mission



Hexagon Safety & Infrastructure is committed to shaping smart change through mission-critical and business-critical solutions for governments and service providers.

## Our Vision

Hexagon Safety & Infrastructure strives to be a trusted partner to our customers, applying expertise and innovation to improve their operations and services.

## Customer Support

Your investment in our software is also an investment in your organization's future. Our customer support team is here to help you protect that investment.

[Visit Our Support Page \(/support\)](/support)

## Careers

Discover how we are positively impacting the world, and how you can join our global team.

[View Career Opportunities \(https://careersus-intergraph.icims.com/\)](https://careersus-intergraph.icims.com/)

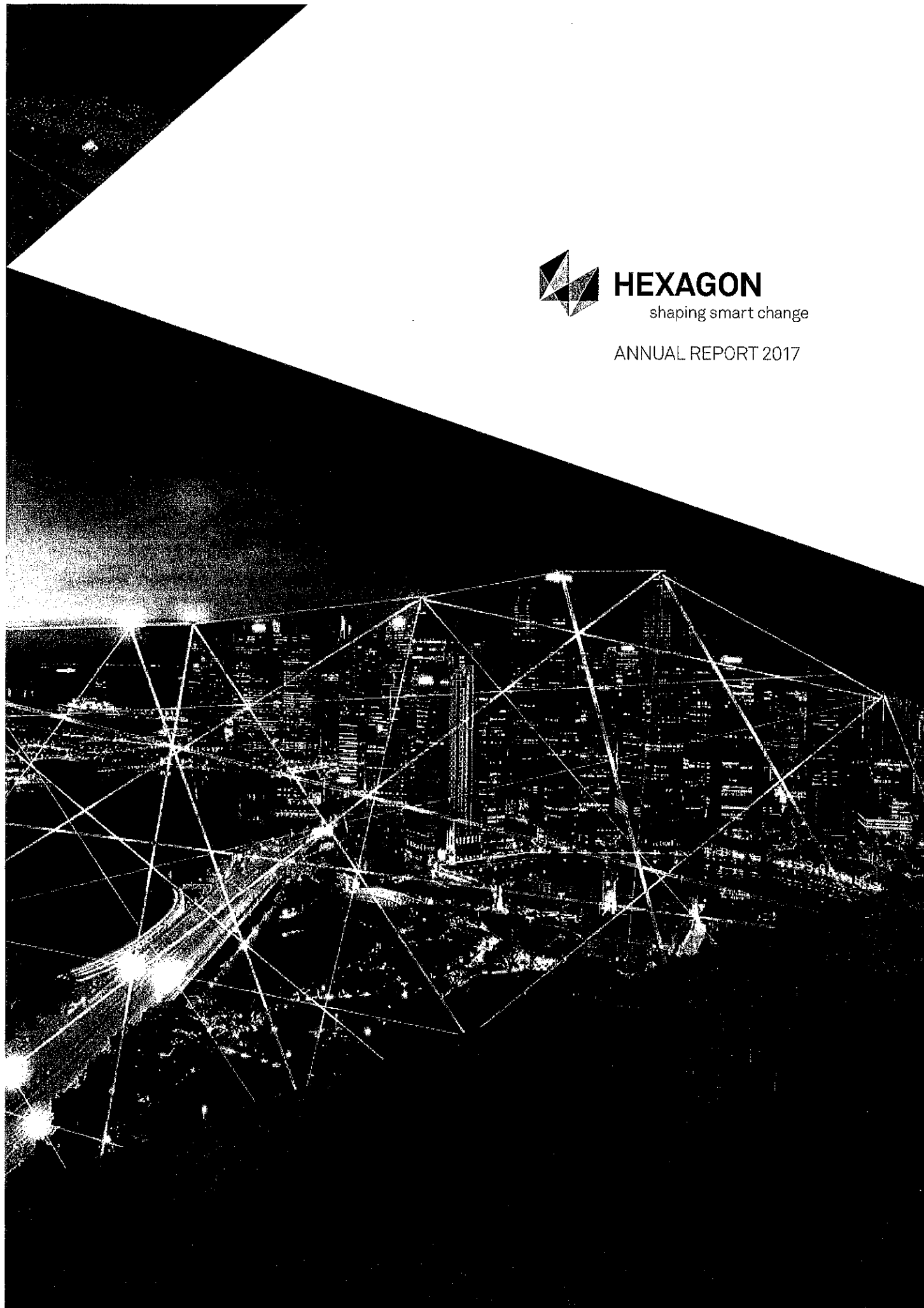
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**HEXAGON**

shaping smart change

ANNUAL REPORT 2017



# HEXAGON IN BRIEF

---

Hexagon is a leading global provider of information technology solutions that drive productivity and quality across geospatial and industrial landscapes. Hexagon's solutions integrate sensors, software, domain knowledge and customer workflows into intelligent information ecosystems that deliver actionable information. These solutions are used in a broad range of vital industries.

---



## TECHNOLOGY SOLUTIONS PROVIDER

- Renowned information technologies leader focused on the customer's entire workflow
- Solutions that drive productivity and quality
- 55% of net sales from software and services



## R&D FOCUS

- 10–12% of net sales invested in R&D
- 3,800+ employees in R&D
- 3,700+ active patents



## GLOBAL REACH

- Broad range of vital industries served
- Approximately 18,000 employees in 50 countries



## STRONG FINANCIALS

- 3.5 bn EUR in sales
- 24% operating margin

## MISSION

---

We are dedicated to delivering actionable information through information technologies that empower customers to reach their full potential and shape smart change across diverse industry landscapes.

---

## VISION

---

We aspire to play a leading role in the effort to solve the challenges our world is facing by delivering information technologies that fuel possibility.

---

## CORE VALUES

---



### PROFIT DRIVEN

We value performance over procedure, setting measurable goals and working collaboratively to achieve the results we seek.



### INNOVATIVE

We understand the importance of innovation in meeting the ever-changing needs of our customers and that opportunities must be nurtured and developed quickly.



### CUSTOMER FOCUSED

We know our customers' success is paramount to our own and is based on our ability to talk openly and set clear targets to meet their needs.



### PROFESSIONAL

We are honest professionals who understand the importance of knowing our business, exceeding expectations and avoiding politics along the way.



### ENGAGED

Our spirited energy and engagement are evident in our commitment to our work, passion for what we do and the speed by which we achieve it.



### ENTREPRENEURIAL

We are not afraid to try new things and leverage our decentralised structure to make speedy decisions, take calculated risks and find new opportunities.

## GEOSPATIAL ENTERPRISE SOLUTIONS

Geospatial Enterprise Solutions (GES) includes a world-leading portfolio of reality-capture sensors – from laser scanners, airborne cameras and UAVs (unmanned aerial vehicles) to monitoring equipment, mobile mapping technologies and precise positioning. The sensors are complemented by software (GIS) for the creation of

3D maps and models which are used for decision-making in a range of software applications, covering areas such as surveying, construction, public safety and agriculture. This segment consists of Geosystems, Safety & Infrastructure and Positioning Intelligence. *Read more on pages 16–19.*

OPERATING NET SALES

**49%**

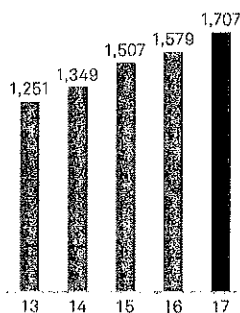
OPERATING MARGIN

**24%**

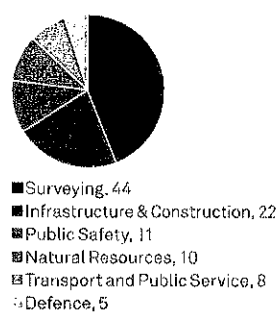
AVERAGE NO. OF EMPLOYEES

**7,900**

NET SALES, MEUR



CUSTOMER SEGMENT, %



GEOGRAPHY, %



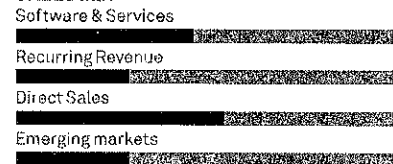
### THE BUSINESS AREA COMPRISES THE FOLLOWING DIVISIONS:

- Geosystems
- Safety & Infrastructure
- Positioning Intelligence

### SOLUTION EXAMPLES:

- Laser scanners
- Airborne cameras
- UAVs (unmanned aerial vehicles)
- Mobile mapping technologies
- Precise positioning

### SALES MIX



## INDUSTRIAL ENTERPRISE SOLUTIONS

Industrial Enterprise Solutions (IES) includes a world-leading portfolio of metrology systems that incorporate the latest in sensor technology for fast and accurate measurements. These solutions include technologies such as coordinate measurement machines (CMM) and laser trackers and scanners – which optimise design, processes and throughput in manufacturing facilities. It also includes software for CAD (computer-aided design), CAM (computer-aided manufacturing)

and CAE (computer-aided engineering). Solutions within this segment optimise design and processes, improve productivity in process facilities and create and leverage asset management information critical to the planning, construction and operation of plants and process facilities. This segment consists of Manufacturing Intelligence and PPM. *Read more on pages 20–23.*

OPERATING NET SALES

**51%**

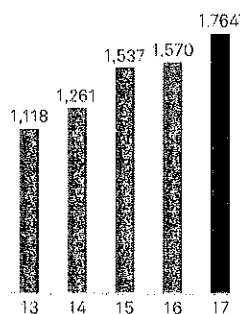
OPERATING MARGIN

**25%**

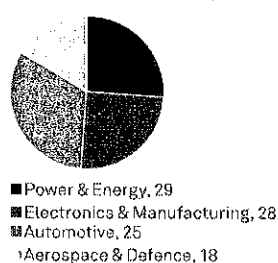
AVERAGE NO. OF EMPLOYEES

**9,600**

NET SALES, MEUR



CUSTOMER SEGMENT, %



GEOGRAPHY, %



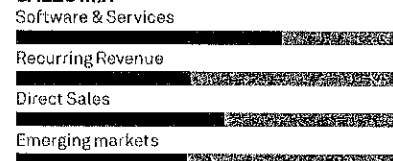
### THE BUSINESS AREA COMPRISES THE FOLLOWING DIVISIONS:

- Manufacturing Intelligence
- PPM

### SOLUTION EXAMPLES:

- CMMs (coordinate measuring machines)
- Optical and portable scanners
- Industrial metrology software
- CAD/CAM/CAE (computer-aided design/manufacturing/engineering) software
- Life cycle engineering software

### SALES MIX



<sup>1)</sup> Operating net sales



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hexagon.com

Hexagon AB is a Swedish public limited liability company with corporate registration number 556190-4771. All values are expressed in Euros unless otherwise stated. The Euro is abbreviated EUR, thousands of Euro to KEUR, millions of Euro to MEUR, billions of Euro to bn EUR and million US dollars to MUSD. Figures in parentheses refer to 2016 unless other-

wise stated. Data on markets and peers represent Hexagon's own assessments unless otherwise stated. Assessments are based on most recent available facts from published sources. While every care has been taken in the translation of this annual report, readers are reminded that the original annual report, signed by the Board of Directors, is in Swedish.

# THE SHARE

## SHARE PRICE DEVELOPMENT AND TRADING

In 2017, the Hexagon share price increased by 26.2 per cent to 410.9 SEK as of 31 December. The share price reached the 52-week high of 437.0 SEK on 27 October and the 52-week low on 2 January at 329.4 SEK. Hexagon's total market capitalisation as of 31 December 2017 was 141,634.4 MSEK. During the year, 219 million (318) Hexagon shares were traded on the Nasdaq OMX Stockholm, BATS, Burgundy, Chi-X and Turquoise. The turnover rate, i.e. the degree of liquidity, was 64 per cent (92).

## OWNERSHIP STRUCTURE

At year-end 2017, Hexagon had 27,226 registered shareholders (30,020). Shareholders in the USA accounted for the largest foreign holding, representing 19 per cent (18) of total shares followed by the UK, representing 12 per cent (11). The ten largest owners held 45.8 per cent (47.0) of the share capital and 61.1 per cent (61.9) of the votes.

## SHARE CAPITAL

At year-end 2017, Hexagon's share capital amounted to 79,980,283 EUR, represented by 360,443,142 shares, of which 15,750,000 are of Class A with ten votes each and 344,693,142 are of Class B with one vote each. Each share has a quota value of 0.22 EUR. Hexagon AB held no treasury shares as of 31 December 2017.

Hexagon's Annual General Meeting in 2017 authorised the Board of Directors to resolve on the acquisition and transfer of Class B shares for the purpose of giving the Board the opportunity to adjust the company's capital structure and

to enable the financing of acquisitions and the exercise of warrants. The authorisation covers a maximum of 10 per cent of all Hexagon shares.

## INCENTIVE PROGRAMMES

In 2015, a new warrants programme was implemented for Group Management, presidents for Hexagon's divisions, senior managers and other key employees through the issue of 10,000,000 subscription warrants that entitle the holder to the same number of new Class B shares in Hexagon AB. The subscription warrants were issued to Hexagon Förvaltning AB, a wholly owned subsidiary and offered for sale to participants of the programme.

163 group managers, presidents for Hexagon's divisions, senior managers and other key employees in the Group purchased 7,107,660 warrants at a price of 25 SEK per warrant in 2015. Remaining subscription warrants have been reserved for future senior managers and recruitments of persons within the above eligible categories in the Group. The programme is expected to lead to an increased interest in the company's development and a strengthening of the share price.

The strike price for subscription of shares upon exercise of the transferred warrants was set at 347.8 SEK. The warrants were valued by an independent institute in accordance with the Black-Scholes model and were acquired by the participants at market value. The warrants may be exercised during 1 June 2018 – 31 December 2019.

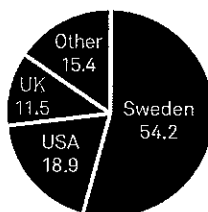


+26%

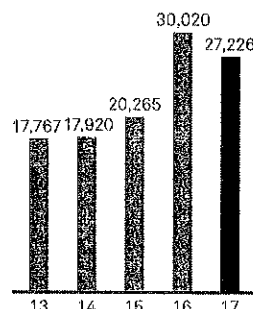
SHARE PRICE IN SEK, 2017

ISIN SE0000103699  
NASDAQ OMX STOCKHOLM  
HEXAB  
REUTERS HEXAB.ST  
BLOOMBERG HEXABSS  
SECTOR TECHNOLOGY  
SEGMENT LARGE CAP

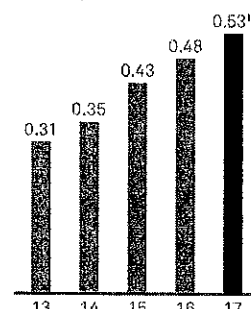
GEOGRAPHIC  
DISTRIBUTION OF  
SHAREHOLDINGS, %



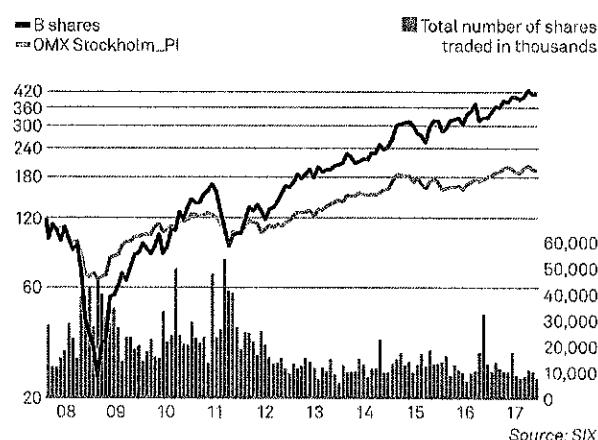
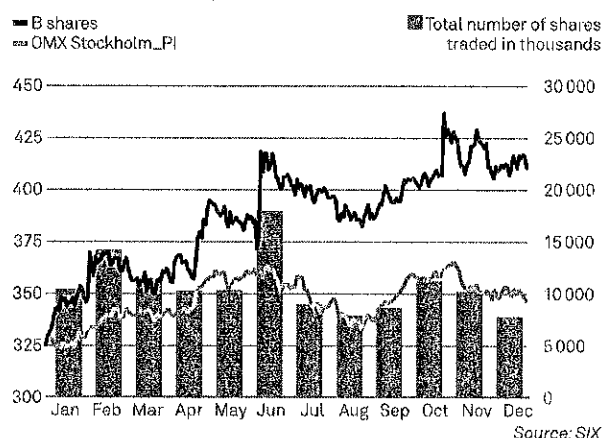
NUMBER OF  
SHAREHOLDERS



CASH DIVIDEND PER  
SHARE, EUR



<sup>1)</sup> According to the Board of Directors' proposal.



Class of shares	Number of shares	Number of votes	% of capital	% of votes
A shares	15,750,000	157,500,000	4.4	31.4
B shares	344,693,142	344,693,142	95.6	68.6
Total	360,443,142	502,193,142	100.0	100.0

## LARGEST SHAREHOLDERS

Owner/manager/deposit bank	A shares	B shares	% of capital	% of votes
Melker Schörling AB	15,750,000	77,929,899	26.0	46.9
Ramsbury Invest AB	-	17,196,387	4.8	3.4
JPM Chase NA	-	13,883,991	3.8	2.8
SSB CL Omnibus	-	13,369,809	3.7	2.7
Swedbank Robur fonder	-	13,349,864	3.7	2.7
State Street Bank & Trust COM., Boston	-	7,084,313	2.0	1.4
AMF – Försäkring och Fonder	-	6,973,103	1.9	1.4
Första AP-Fonden	-	6,721,731	1.9	1.3
SEB Investment Management	-	4,610,294	1.3	0.9
CBNY-Norges Bank	-	4,434,181	1.2	0.9
Livförsäkringsbolaget Skandia	-	3,789,238	1.0	0.8
State Street BK-West Client/Treaty	-	3,440,319	1.0	0.7
Blackrock Global Funds	-	3,381,540	0.9	0.7
JP Morgan Chase Bank N.A.	-	3,346,720	0.9	0.7
State Street Bank & Trust COM., Boston	-	3,323,969	0.9	0.7
INV Bank & Trust	-	3,320,974	0.9	0.7
Andra AP-Fonden	-	3,177,730	0.9	0.6
Sumitomo Mitsui TRT Bank (USA) LTD., W9	-	3,160,032	0.9	0.6
Handelsbanken fonder	-	3,104,436	0.9	0.6
CBHK-GIC Private LTD-C(EQ)	-	3,061,163	0.8	0.6
Subtotal, 20 largest shareholders <sup>1</sup>	15,750,000	198,659,693	59.5	70.9
Summary, others	-	146,033,449	40.5	29.1
Total number of outstanding shares	15,750,000	344,693,142	100.0	100.0
Total issued number of shares	15,750,000	344,693,142	100.0	100.0

<sup>1</sup>) The concentration corresponds to the 20 largest shareholders presented in the list.  
Source: Euroclear Sweden AB as of 29 December 2017 (with some adjustments).

## DIVIDEND

The dividend policy of Hexagon provides that, over the long term, dividends should comprise between 25 and 35 per cent of earnings per share after tax, assuming that Hexagon satisfies its equity ratio objective. Dividends are resolved upon by the Annual General Meeting and payment is administered by Euroclear Sweden.

The Board of Directors proposes a dividend of 0.53 EUR (0.48) per share for 2017. The proposed dividend amounts to 29 per cent of the year's earnings per share after tax and is thus in line with the dividend policy.

## THE HEXAGON SHARE

Year	Transaction	Nominal value, SEK/ EUR	A shares, change	B shares, change	A shares, total	B shares, total	Share capital, SEK/EUR
2000		10			840,000	13,953,182	147,931,820
2002	Rights issue	10	210,000	3,488,295	1,050,000	17,441,477	184,914,770
2004	New issue, warrants exercised	10		10,170	1,050,000	17,451,647	185,016,470
2005	New issue, warrants exercised	10		722,635	1,050,000	18,174,282	192,242,820
2005	Bonus issue	12			1,050,000	18,174,282	230,691,384
2005	Split 3:1	4	2,100,000	36,348,564	3,150,000	54,522,846	230,691,384
2005	New issue, warrants exercised	4		154,500	3,150,000	54,677,346	231,309,384
2005	Private Placement <sup>1</sup>	4		11,990,765	3,150,000	66,668,111	279,272,444
2005	Private Placement <sup>1</sup>	4		82,000	3,150,000	66,750,111	279,600,444
2006	Rights issue	4	787,500	16,687,527	3,937,500	83,437,638	349,500,552
2006	New issue, warrants exercised	4		508,933	3,937,500	83,946,571	351,536,284
2006	Compulsory redemption, Leica Geosystems	4		198,635	3,937,500	84,145,206	352,330,824
2006	New issue, warrants exercised	4		309,119	3,937,500	84,454,325	353,567,300
2007	New issue, warrants exercised <sup>2</sup>	4		58,170	3,937,500	84,512,495	353,625,470
2007	Bonus issue	6			3,937,500	84,512,495	530,699,970
2007	Split 3:1	2	7,875,000	169,024,990	11,812,500	253,537,485	530,699,970
2008	New issue, warrants exercised <sup>2</sup>	2		169,785	11,812,500	253,707,270	531,039,540
2008	Repurchase of shares	2		-1,311,442	11,812,500	252,395,828	531,039,540
2009	Sale of repurchased shares, warrants exercised	2		138,825	11,812,500	252,534,653	531,039,540
2010	Sale of repurchased shares, warrants exercised	2		20,070	11,812,500	252,554,723	531,039,540
2010	Rights issue	2	3,937,500	83,845,572	15,750,000	336,400,295	707,284,354
2011	Rights issue	2		339,335	15,750,000	336,739,630	707,284,354
2011	Change of functional currency to EUR	0.22			15,750,000	336,739,630	78,471,187
2012	Sale of repurchased shares, warrants exercised	0.22		185,207	15,750,000	336,924,837	78,471,187
2013	Sale of repurchased shares, warrants exercised	0.22		967,340	15,750,000	337,892,177	78,471,187
2013	New issue, warrants exercised	0.22		1,354,800	15,750,000	339,246,977	78,771,810
2014	New issue, warrants exercised	0.22		2,392,236	15,750,000	341,639,213	79,302,633
2015	New issue, warrants exercised	0.22		2,947,929	15,750,000	344,587,142	79,956,762
2016	New issue, warrants exercised	0.22		106,000	15,750,000	344,693,142	79,980,283
Total number of issued and outstanding shares					15,750,000	344,693,142	79,980,283

1) Issues in kind in connection with the acquisition of Leica Geosystems whereby shares in Leica Geosystems were contributed in exchange for B shares in Hexagon.  
2) Issue in kind in connection with annual block exercise in Leica Geosystems' warrant programme whereby shares in Leica Geosystems received by the programme participants based on the exercise of warrants were contributed in exchange for B shares in Hexagon.

## OWNERSHIP STRUCTURE

Holding per shareholder	Number of shareholders	no. of A shares	no. of B shares
1-500	19,934	-	2,581,822
501-1,000	2,684	-	2,094,805
1,001-2,000	1,760	-	2,648,295
2,001-5,000	1,282	-	4,124,582
5,001-10,000	548	-	4,011,658
10,001-20,000	329	-	4,772,522
20,001-50,000	279	-	8,931,226
50,001-100,000	123	-	8,734,865
100,001-500,000	187	-	43,059,644
500,001-1,000,000	45	-	31,998,528
1,000,001-5,000,000	49	-	98,397,096
5,000,001-10,000,000	2	-	13,806,044
10,000,001-	4	15,750,000	119,531,055
Total	27,226	15,750,000	344,693,142

Source: Euroclear Sweden AB as of 29 December 2017.

## ANALYSTS FOLLOWING HEXAGON AB

Organisation	Name
ABG Sundal Collier	Olof Cederholm
Bank of America	Mark Troman
Barclays	Gerardus Vos
Berenberg	Gal Munda
Carnegie	Mikael Laséen
Danske Bank	Max Frydén
Deutsche Bank	Alex Tout
DNB	Mattias Holmberg
Exane BNP Paribas	Antoine Hucher
Goldman Sachs	Mohammed Moawalla
Handelsbanken	Daniel Djurberg
J.P. Morgan	Stacy Pollard
Kepler Cheuvreux	Markus Almerud
Morgan Stanley	Adam Wood
Nordea	Agnieszka Vilela
RBC	Wasi Rizvi
SEB Equities	Erik Golrang
UBS Investment Research	Guillermo Peigneux

## KEY DATA PER SHARE

	2017	2016	2015	2014	2013
Shareholder's equity, EUR	12.78	12.70	11.36	9.68	8.00
Net earnings, EUR	1.85	1.59	1.39	1.13	1.04
Cash flow, EUR	2.52	2.17	2.01	1.58	1.43
Cash dividend, EUR	0.53 <sup>1</sup>	0.48	0.43	0.35	0.31
Pay-out ratio, %	28.6	30.2	31.0	31.0	29.8
Share price, EUR	41.74	34.07	34.26	25.76	22.95
P/E ratio <sup>2</sup>	23	21	25	23	22

1) Restated for IAS19.

2) According to the Board of Directors' proposal.

3) Based on the share price at 31 December and calendar year earnings.

# CORPORATE GOVERNANCE REPORT

Hexagon AB is a public company listed on Nasdaq OMX Stockholm. The corporate governance in Hexagon is based on Swedish legislation, primarily the Swedish Companies Act, Hexagon's Articles of Association, the Board of Directors' internal rules, Nasdaq OMX Stockholm's rules and regulations, the Swedish Code of Corporate Governance ("the Code") and regulations and recommendations issued by relevant organisations.

Hexagon applies the Code, which is based on the principle "comply or explain". Hexagon does not report any deviations from the Code for the 2017 financial year.

This corporate governance report has been prepared in accordance with the provisions of the Annual Accounts Act and the Code and has, by virtue of Section 6, paragraph 8 of the Annual Accounts Act, been drawn up as a document separate from the Annual Report.

## OWNERSHIP STRUCTURE AND SHARE INFORMATION

At 31 December 2017, Hexagon's share capital was EUR 79,980,283, represented by 360,443,142 shares, of which 15,750,000 are of Class A with ten votes each and 344,693,142 are of Class B with one vote each. Hexagon AB held no treasury shares at year-end.

Melker Schörling AB, the single largest shareholder in Hexagon, held a total of 15,750,000 Class A shares and 77,929,899 Class B shares at year-end 2017, representing 46.9 per cent of the votes and 26.0 per cent of the capital. No other shareholder has any direct or indirect shareholding representing more than 10 per cent of the total votes.

To the best of the knowledge of the Board of Directors ("the Board") there are no shareholder agreements or similar agreements between the shareholders of Hexagon with the purpose of exercising joint control of the company. Neither is the Board aware of any agreements that could lead to a change of control in the company.

As far as the Board is aware, there is no shareholder agreement that could prevent the transfer of shares.

## ANNUAL GENERAL MEETING (AGM)

The General Meeting is Hexagon's supreme executive body in which all shareholders are entitled to participate. The Articles of Association of the company contain no restrictions regarding the number of votes that may be cast by a shareholder at general meetings. At the AGM, the Board presents the Annual Report (including the consolidated accounts) and the audit report. Hexagon issues the notice convening the AGM no later than four weeks prior to the meeting. The AGM is held in Stockholm, Sweden, usually in the month of May. The AGM resolves on a number of issues, such as the adoption of the income statement and balance sheet, the allocation of the company's profit and discharge from liability to the company for the Board members and the President and CEO, remuneration of the Board and auditors, the principles

for remuneration and employment terms for the President and CEO and other senior executives, election of members and Chairman of the Board of Directors, election of auditor and any amendments to the Articles of Association.

## NOMINATION COMMITTEE

The AGM has resolved that the Nomination Committee's assignment shall comprise the preparation and presentation of proposals to the shareholders at the AGM on the election of Board members, Chairman of the Board and Chairman of the AGM and the company's auditors. In addition, the Nomination Committee presents proposals regarding remuneration of the Board of Directors (including for committee work) and the auditors.

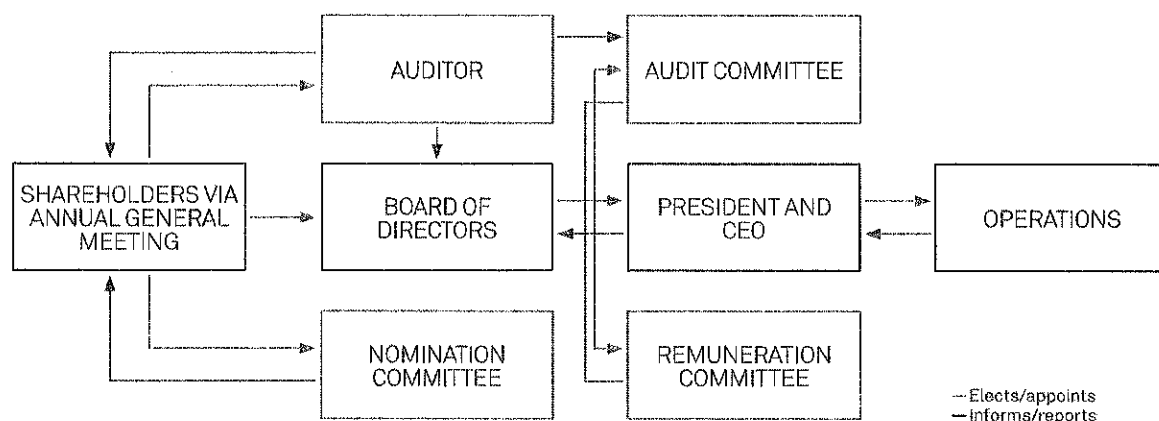
The Nomination Committee shall consist of representatives for major shareholders of the company elected by the AGM. In case a shareholder, who a member of the Nomination Committee represents, is no longer one of the major shareholders of Hexagon or if a member of the Nomination Committee is no longer employed by such shareholder or for any other reason leaves the Committee before the next AGM, the Committee is entitled to appoint another representative among the major shareholders to replace such a member. No fees are paid to the members of the Nomination Committee.

## BOARD OF DIRECTORS

In accordance with the Articles of Association, the Board of Directors of Hexagon shall consist of no less than three and not more than nine members, elected annually by the AGM for the period until the end of the next AGM. The Articles of Association of the company contain no special provisions regarding the election and discharge of Board members or regarding changes of the Articles of Association. The AGM 2017 elected eight members, including the President and Chief Executive Officer, the Chief Financial Officer and Executive Vice President, Hexagon's General Counsel and the Chief Strategy Officer participate in the Board meetings. Other Hexagon employees participate in the Board meetings to make presentations on particular matters if requested.

The Nomination Committee's assessment of the board members' independence in relation to the company, its management and major shareholders is presented on page 40. According to the requirements set out in the Code, the majority of the Board members elected by the General Meeting must be independent in relation to the company and its management and at least two of such Board members shall also be independent in relation to the company's major shareholders.

The Board of Directors is responsible for determining Hexagon's overall objectives, developing and monitoring the overall strategy, deciding on major acquisitions, divestments and investments and ongoing monitoring of operations. The Board is also responsible for ongoing evaluation of management, as well as systems for monitoring



the internal control and the company's financial position. The Board ensures that the company's external disclosure of information is characterised by openness and that it is accurate, relevant and clear. Procedural rules and instructions for the Board and the President and CEO govern issues requiring Board approval and financial information and other reporting to be submitted to the Board.

The Chairman directs the Board's activities to ensure that they are conducted pursuant to the Swedish Companies Act, the prevailing regulations for listed companies and the Board's internal control instruments.

At all scheduled Board meetings, information concerning Hexagon's financial position and important events affecting the company's operations is presented.

#### AUDIT COMMITTEE

The Audit Committee, which is a preparatory body in the contact between the Board and auditors, is appointed annually by the Board and continuously submits reports to the Board about its work. The Audit Committee follows written instructions and is, through its activities, to meet the requirements stipulated in the Swedish Companies Act and in the EU's audit regulation. The Committee's tasks include assisting the Nomination Committee in drawing up proposals for General Meeting resolutions on the election of auditors and remuneration to auditors, monitoring that the auditor's term of office does not exceed applicable rules, procuring the audit and making a recommendation in accordance with the EU's audit regulation. Furthermore, the Audit Committee shall review and monitor the auditors' impartiality and independence and draw particular attention to whether the auditor provides the company with other services than the audit. The Audit Committee shall also issue guidelines for services in addition to auditing services provided by the auditors and in applicable cases approve these services according to the issued guidelines. The Audit Committee shall take part in planning auditing services and related reporting and regularly meet the external auditors to stay informed on the orientation and scope of the audit. The Audit Committee shall also review and monitor the Group's financial reporting, the activities of the external auditors, the company's internal controls, the current risk situation and the company's financial information to the market. The Audit Committee's tasks also include submitting recommendations and proposals to ensure the reliability of financial reporting and other issues that the Board assigns the Committee to consider.

The Committee has not, in addition to written instructions approved by the Board specifically for the Audit Committee, been authorised to make any decisions on behalf of the Board.

#### REMUNERATION COMMITTEE

The Remuneration Committee is appointed by the Board annually and its task is, on behalf of the Board, to consider issues regarding remuneration of the President and CEO and executives that report directly to the President and CEO and other similar issues that the Board assigns the Committee to consider. The Committee shall also follow and evaluate on-going programmes or programmes completed during the year, for variable remuneration to Group Management as well as the application of the guidelines for remuneration to senior executives as resolved by the AGM. The Committee has not been authorised to make any decisions on behalf of the Board.

#### EXTERNAL AUDITORS

The AGM appoints the company's auditors. On behalf of the shareholders, the auditors' task is to examine the company's Annual Report and accounting records and the administration by the Board of Directors and the President and CEO. In addition to the audit, the auditors occasionally have other assignments, such as work relating to acquisitions and tax. Hexagon's auditors normally attend the first Board meeting each year, at which the auditors report observations from the examination of Hexagon's internal controls and the annual financial statements. Moreover, the auditors report to and regularly meet with the Audit Committee. In addition, the auditors participate in the AGM to present the auditors' report, which describes the audit work and observations made.

#### INTERNAL CONTROL

The responsibility of the Board of Directors for internal control is regulated in the Swedish Companies Act and in the Code. It is the duty of the Board of Directors to ascertain that the internal control and formalised routines of the company ensure that the principles for internal control and financial reporting are adhered to and that the financial reports comply with the law and other requirements applicable to listed companies. The Board of Directors bears the overall responsibility for internal control of the financial reporting. The Board of Directors has established written formal rules of procedure that clarify the Board of Directors' responsibilities and regulate the Board of Directors' and its Committees' internal distribution of work.

## PRESIDENT AND CEO AND GROUP MANAGEMENT

The President and CEO is responsible for leading and controlling Hexagon's operations in accordance with the Swedish Companies Act, other legislation and regulations, applicable rules for listed companies, as well as the Code, the Articles of Association and the instructions and strategies determined by the Board. The President and CEO shall ensure that the Board is provided with objective, detailed and relevant information required in order for the Board to make well-informed decisions. Furthermore, the President and CEO is responsible for keeping the Board informed of the company's development between Board meetings.

The Group Management, comprising the President and CEO, presidents of application areas, heads of geographical regions and certain specific Group staff functions, totals 12 persons. Group Management is responsible for the overall business development and the apportioning of financial resources between the business areas, as well as matters involving financing and capital structure. Regular management meetings constitute Hexagon's forum for implementing overall controls down to a particular business operation and in turn, down to individual company level.

## OPERATIONS

In financial terms, Hexagon's business operations are controlled on the basis of the return on capital employed. This requires focus on maximising operating earnings and minimising working capital. Hexagon's organisational structure is characterised by decentralisation. Targets, guidelines and strategies are set centrally in collaboration with the business units. Managers assume overall responsibility for their respective business and pursue the clearly stated objectives.

## ACTIVITIES DURING THE YEAR

### ANNUAL GENERAL MEETING (AGM)

The AGM, held on 2 May 2017 in Stockholm, Sweden, was attended by shareholders representing 63 per cent of the total number of shares and 74 per cent of the total number of votes. Mikael Ekdahl was elected Chairman of the AGM.

## THE FOLLOWING MAIN RESOLUTIONS WERE PASSED:

- Re-election of Directors Ulrika, Francke, Ola Rollén and Gun Nilsson
- Election of Directors John Brandon, Henrik Henriksson, Märta Schörling Andreen, Sofia Schörling Högberg and Hans Vestberg
- Election of Gun Nilsson as Chairman of the Board and of Hans Vestberg as Vice Chairman of the Board
- Re-election of the accounting firm Ernst & Young AB for a one-year period of mandate. Ernst & Young AB has appointed the authorised public accountant Rickard Andersson as auditor in charge
- Dividend of 0.48 EUR per share for 2016 as per the Board's proposal
- Principles for remuneration to Hexagon's senior executives

## NOMINATION COMMITTEE

In respect of the 2018 AGM, the Nomination Committee comprises:

- Mikael Ekdahl, Melker Schörling AB (Chairman)
- Jan Andersson, Swedbank Robur fonder
- Anders Oscarsson, AMF and AMF Fonder
- Ossian Ekdahl, Första AP-fonden

During 2017, the Nomination Committee held three minuted meetings at which the Chairman gave an account of the process of evaluation of the Board of Directors' work. The Committee discussed and decided on proposals to submit to the 2018 AGM concerning the election of Chairman of the AGM, the election of Chairman and other Board Members, remuneration to the Board, including remuneration for committee work and fees to the auditors. Shareholders wishing to submit proposals have been able to do so by contacting the Nomination Committee via mail or email. Addresses have been made available on Hexagon's website.

## KEY DATA FOR BOARD MEMBERS<sup>1</sup>

Board Member	Committee membership				Meeting attendance		
	Elected	Independent	Audit Committee	Remuneration Committee	Board of Directors	Audit Committee	Remuneration Committee
Melker Schörling <sup>2</sup>	1999	No <sup>4</sup>		⊕	2/14		0/1
Gun Nilsson	2008	No <sup>4</sup>	⊕	⊕	14/14	6/6	1/1
Hans Vestberg <sup>3</sup>	2017	Yes			8/14		
John Brandon <sup>3</sup>	2017	Yes			9/14		
Ulrika Francke	2010	Yes	⊕		13/14	3/6	
Henrik Henriksson <sup>3</sup>	2017	Yes			8/14		
Ola Rollén	2000	No <sup>5</sup>			12/14		
Märta Schörling Andreen <sup>3</sup>	2017	No <sup>4</sup>			9/14		
Sofia Schörling Högberg <sup>3</sup>	2017	No <sup>4</sup>	⊕	⊕	7/14	4/6	1/1
Jill Smith <sup>2</sup>	2013	Yes	⊕		5/14	2/6	

1) A complete presentation of the Board Members is included on pages 40–41.

2) Melker Schörling and Jill Smith left their assignments as Board Members during 2017.

3) Hans Vestberg, John Brandon, Henrik Henriksson, Märta Schörling Andreen and Sofia Schörling Högberg became Board Members in May 2017.

4) Melker Schörling, Gun Nilsson, Märta Schörling Andreen and Sofia Schörling Högberg are not deemed to be independent of the company's major shareholders.

5) Rollén is not deemed to be independent of the company as a result of his position as Hexagon's President and CEO.

## BOARD AND COMMITTEE MEETINGS

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Board of Directors		⊕ ⊕	⊕ ⊕		⊕ ⊕		⊕ ⊕	⊕		⊕ ⊕	⊕	⊕ ⊕
Audit Committee		⊕		⊕			⊕	⊕		⊕		⊕
Remuneration Committee								⊕				

## BOARD OF DIRECTORS' ACTIVITIES

In 2017, the Board held 14 minuted meetings, including the statutory Board meeting. At the Board meetings, the President and CEO presented the financial and market position of Hexagon and important events affecting the company's operations. On different occasions, Hexagon senior executives presented their operations and business strategies to the Board. In addition, items such as the approval of the interim reports and the annual report are part of the Board's work plan and the company's auditors presented a report on their audit work during the year. At the Board meeting in December 2017, the Board approved the operational strategy, the financial plan for 2018 and the financial targets for 2017–2021.

## EVALUATION OF THE BOARD'S WORK

The Board continuously evaluates its work and the format of its activities. This evaluation considers factors such as how the Board's work can be improved, whether the character of meetings stimulates open discussion and whether each Board Member participates actively and contributes to discussions. The evaluation is coordinated by the Chairman of the Board. The Board is also evaluated within the framework of the Nomination Committee's activities.

## AUDIT COMMITTEE

During 2017 the Audit Committee comprised:

- Gun Nilsson (Chairman)
- Sofia Schörfling Högborg
- Ulrika Francke

In 2017, the Committee held six minuted meetings where the financial reporting and risks of Hexagon were monitored and discussed. The Committee dealt with relevant accounting issues, audit work and reviews, new financing and testing for impairment of goodwill.

## REMUNERATION COMMITTEE

During 2017, the Remuneration Committee comprised:

- Gun Nilsson (Chairman)
- Sofia Schörfling Högborg

In 2017, the Committee held one minuted meeting where remuneration and other employment terms and conditions for the President and CEO and other Group Management were discussed. The Remuneration Committee also monitored and evaluated the ongoing programmes for variable remuneration to senior executives as well as the application of the guidelines for remuneration to senior managers and the structure and levels of remuneration in the company.

## EXTERNAL AUDITORS

The 2017 AGM re-elected the accounting firm Ernst & Young AB as auditor for a one-year period of mandate. Ernst & Young AB has appointed authorised public accountant Rickard Andersson as auditor in charge. In addition to Hexagon, he conducts auditing assignments for such companies as Alimak Group AB, Nynas AB and Pricer AB.

Hexagon's auditors attended the first Board meeting of the year, at which they reported observations from their examination of Hexagon's internal controls and the annual financial statements. The auditors met with the Audit Committee on six occasions during 2017.

The address of the auditors is Ernst & Young AB, Box 7850, SE-103 99, Stockholm, Sweden.

## REMUNERATION PRINCIPLES

The following principles for remuneration to senior executives in Hexagon were adopted by the 2017 AGM.

Remuneration shall consist of a basic salary, variable remuneration, pension and other benefits and all remuneration shall be competitive and in accordance with market practice. The variable remuneration shall be maximized to up to 150 per cent in relation to the basic remuneration, related to the earnings trend which the relevant individual may influence and based on the outcome in relation to individual targets.

The Board annually considers whether a share or share-based incentive programme shall be proposed to the Annual General Meeting. The notice period shall normally be six months on the part of the employee. In case of notice of termination by the company, the notice period and the period during which severance payment is paid shall, all in all, not exceed 24 months. Pension benefits shall, as a main rule, be defined contribution. Deviation from this main rule may be permitted when appointing new senior executives whose previous employment agreement included a defined-benefit pension plan. The pension age for senior executives is individual, although not lower than 60 years.

It is proposed to the 2018 Annual General Meeting to resolve on substantially the same guidelines as above concerning the remuneration of senior executives.

## REMUNERATION OF GROUP MANAGEMENT

Remuneration of the President and CEO and other senior executives is presented in Note 30 on page 87.

There are no agreements between the company, directors or employees, other than as described in Note 30, which stipulate the right to compensation if such person voluntarily leaves the company, is dismissed with cause or if such person's employment is terminated as a result of a public offer for shares in the company.

## INCENTIVE PROGRAMMES

Details of the warrants programme are presented on page 30 (The Share section) and in Note 30 on page 87.

## REMUNERATION OF BOARD OF DIRECTORS

Remuneration of the Board of Directors is resolved by the AGM upon proposal from the Nomination Committee. During 2017, the Chairman of the Board and other Board Members received remuneration totaling 593.8 KEUR (427.1). Remuneration of the Board of Directors is presented in Note 30 on page 87.

## REMUNERATION OF EXTERNAL AUDITORS

Remuneration for services in addition to auditing services primarily refers to work related to acquisitions and tax. Remuneration of the external auditors is presented in Note 31 on page 87.

For more details about principles practised:

- The Swedish Companies Act, [www.regeringen.se](http://www.regeringen.se)
- The Swedish Code of Corporate Governance, [www.corporategovernanceboard.se](http://www.corporategovernanceboard.se)

More information is available at [hexagon.com](http://hexagon.com)

- Articles of Association
- Information from earlier Annual General Meetings
- Information about the Nomination Committee
- Information ahead of the Annual General Meeting 2018





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/09/2018

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (866) 283-7122	<b>FAX (A/C, No.):</b> (800) 363-0105
<b>INSURED</b> Intergraph Corporation PO Box 240000 Huntsville AL 35813 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh	19445
	<b>INSURER B:</b> The Charter Oak Fire Insurance Company	25615
	<b>INSURER C:</b> The Travelers Indemnity Co of America	25666
<b>INSURER D:</b> The Phoenix Insurance Company	25623	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 570072231888 **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 VWD	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:			GL5096990	06/01/2018	06/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			HO CAP 162D6025 18	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$25,000			12318882	06/01/2018	06/01/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HRHUB117D342518 AZ, FL, MA, MN, OR, VA, WV, WI HC2NUB4018M32618 AOS	06/30/2018	06/30/2019	<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	<b>E&amp;O-PL-Primary</b>			15808687 Claims Made SIR applies per policy terms & conditions	05/31/2018	06/01/2019	Ea Claim/Agg \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
NASSAU COUNTY IS ADDITIONAL INSURED UNDER GENERAL LIABILITY COVERAGE AS REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  NASSAU COUNTY POLICE DEPARTMENT ATTN: EDMUND HORACE, DEPUTY INSPECTOR COMMUNICATIONS BUREAU 1490 FRANKLIN AVE MINEOLA NY 11501 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast Inc.</i>
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Holder Identifier :

Certificate No : 570072231888

### ADDITIONAL REMARKS SCHEDULE

AGENCY

**NAMED INSURED**

**POLICY NUMBER**

CARRIER

NAIC CODE

EFFECTIVE DATE:



E-88-18  
E-88-18

**NIFS ID:**CQAT18000008      **Department:** County Attorney

**Capital:**

SERVICE: Outside counsel

Contract ID #:CQAT18000008

NIFS Entry Date: 13-JUL-18

Term: from 01-AUG-18 to 31-JUL-23

New
Time Extension:
Addl. Funds:
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

<b>Vendor Info:</b>	
Name: <b>Lamb &amp; Barnosky, LLP</b>	Vendor ID#: <b>412060301</b>
Address: 534 Broadhollow Road, Suite 210 Melville, New York 11747	Contact Person: Richard K. Zuckerman  Phone: (631) 414-5808

<b>Department:</b>
Contact Name: Daniel Gregware
Address: 1 West Street Mineola, New York 11501 Phone: (516) 571-1675

## Routing Slip

Department	NIFS Entry: X	13-JUL-18 -- DGREGWARE
Department	NIFS Approval: X	13-JUL-18 -- SBERMAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	13-JUL-18 -- MWORSHAM
OMB	NIFS Approval: X	13-JUL-18 -- MWORSHAM
County Atty.	Insurance Verification: X	13-JUL-18 -- DGREGWARE
County Atty.	Approval to Form: X	13-JUL-18 -- DMCDERMOTT
Dep. CE	Approval: X	16-JUL-18 -- HWILLIAMS

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>16-JUL-18 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

**Purpose:** The services to be provided by Lamb & Barnosky, LLP under this contract shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified. Lamb & Barnosky, LLP has been initially qualified in the area of "Labor Negotiations," with potential additional area(s) of qualification(s) to be determined by the County Attorney's office.

Lamb & Barnosky, LLP will initially be assigned to provide as needed support to the County in the labor negotiation process with the County's unions.

**Method of Procurement:** The proposed contract results from a written RFQ that was issued on April 25, 2018. Potential proposers were made aware of the availability of the RFQ by advertisement in Newsday, via email to interested parties, and by publication on the County procurement website. Proposals were due on May 31, 2018. Forty-five (45) proposals were received. The evaluation committee is reviewing the proposals and is in the process of creating a panel of qualified firms in twenty-five (25) different areas of law, however, because of the immediate need for legal services in the area of Labor Negotiations, the evaluation committee qualified four firms in this area and conducted a mini-bid solicitation. The four firms that were solicited were: (1) Bee Ready Fishbein Hatter & Donovan, LLP; (2) Dellaverson, P.C. (3) Jackson Lewis P.C.; and (4) Lamb & Barnosky, LLP. All four firms responded. The committee has recommended that firms Dellaverson and Lamb & Barnosky be retained to represent the County in connection with ongoing labor negotiations with the County's six unions. The six expired contracts will require intensive negotiating efforts.

Dellaverson, P.C., and Lamb & Barnosky have substantial public sector bargaining experience and will provide a strong "across the table" presence throughout collective bargaining.

The contracts with Lamb & Barnosky, LLP and Dellaverson, P.C. are being submitted to the Rules Committee at this time, as these are new vendors with no existing contracts with the County. Bee Ready Fishbein Hatter & Donovan, LLP and Jackson Lewis P.C. have existing contracts for ongoing litigation and will continue to represent Nassau County. These contracts can be amended or replaced at a later time.

**Procurement History:** New contract. See method of procurement above.

**Description of General Provisions:** As described above.

**Impact on Funding / Price Analysis:** \$750,000 max amount, with \$250,000 initial encumbrance

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 250,000.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
<b>TOTAL</b>	<b>\$ 250,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$ 250,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	<b>TOTAL</b>	<b>\$ 250,000.00</b>

# NIFA Nassau County Interim Finance Authority

## Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Lamb & Barnosky, LLP

2. Dollar amount requiring NIFA approval: \$750000

Amount to be encumbered: \$250000

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: 08/01/2018-07/31/2023

Has work or services on this contract commenced? N \_\_\_\_

If yes, please explain: As of 07/13/2018, services have not commenced, but services scheduled to commence on 08/01/2018.

4. Funding Source:

X General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
Other		State % 0
		County % 100

Is the cash available for the full amount of the contract? Y

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The services to be provided by Lamb & Barnosky, LLP under this contract shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified. Lamb & Barnosky, LLP has been initially qualified in the area of "Labor Negotiations," with potential additional area(s) of qualification(s) to be determined by the County Attorney's office.

Lamb & Barnosky, LLP will initially be assigned to provide as needed support to the County in the labor negotiation process with the County's unions.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract 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.

MWORSHAM

13-JUL-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO. – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY ATTORNEY AND LAMB & BARNOSKY, LLP

WHEREAS, the County has negotiated a personal services agreement with Lamb & Barnosky, LLP., to provide legal services for the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Lamb & Barnosky, LLP.



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:** Lamb & Barnosky, LLP (CQAT18000008)

**CONTRACTOR ADDRESS:** 534 Broadhollow Road, Suite 210, Melville, New York 11747

**FEDERAL TAX ID #:** 412060301

**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 Qualifications ("RFQ").** The Contract was entered into after a written RFQ was issued on April 25, 2018. Potential proposers were made aware of the availability of the RFQ by advertisement in Newsday, via email to interested parties, and by publication on the County procurement website. Proposals were due on May 31, 2018. Forty-five (45) proposals were received. The evaluation committee is reviewing the proposals and is in the process of creating a panel of qualified firms in twenty-five (25) different areas of law, however, because of the immediate need for legal services in the area of "Labor Negotiations," the evaluation committee has made its selection in this area of law. Lamb & Barnosky, LLP has been qualified by the evaluation committee in the area of "Labor Negotiations," with potential additional area(s) of qualification(s) to be added later by the evaluation committee. The initial assignment to Lamb & Barnosky, LLP is to provide as needed support to the County in the labor negotiation process with the County's six unions. Lamb & Barnosky, LLP has been selected for this initial assignment after a mini-bid solicitation was conducted by the County Attorney's Office to select firm(s) to represent the County in collective bargaining negotiations and/or related litigation. The four firms that were solicited under this mini-bid solicitation were: (1) Bee Ready Fishbein Hatter & Donovan, LLP; (2) Dellaverson, P.C. (3) Jackson Lewis P.C.; and (4) Lamb & Barnosky, LLP. All four firms responded to the mini-bid solicitation. The mini-bid evaluation committee has recommended all four firms to represent the County in various areas of these assignments, with each

firm bringing their own area of expertise that the County can utilize throughout the negotiation process and/or any related litigation.

**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.

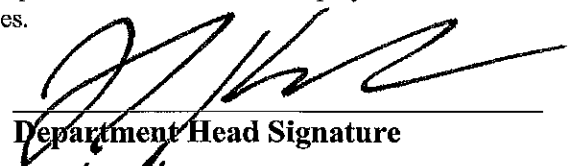
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☐ X 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. ☐ 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  
7/13/2018  
\_\_\_\_\_  
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. 01/18*



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: 7/5/18

Vendor: Lamb & Karaskey, LLP

Signed: [Signature]

Print Name: Richard Eucken

Title: Treasurer

**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 Eugene R. Barnosky  
Date of birth 6 / 30 / 1953  
Home address 5 Dalton Court  
City/state/zip South Huntington, New York 11746  
Business address 534 Broadhollow Rd., Suite 210  
City/state/zip Melville, NY 11747  
Telephone (631) 694-2300  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President      /      /      Treasurer      /      /       
Chairman of Board      /      /      Shareholder      /      /       
Chief Exec. Officer      /      /      Secretary      /      /       
Chief Financial Officer      /      /      Partner 1 / 1 / 87  
Vice President      /      /      \_\_\_\_\_ /      /       
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO      If Yes, provide details. 17.13%
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. Personal guarantee on pension loans and office lease.
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, Eugene R. Barnosky, 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<sup>th</sup> day of July 2018

Diane Paladino

Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified In Suffolk County  
Commission Expires April 22, 2022

Lamb & Barnosky, LLP  
Name of submitting business

Eugene R. Barnosky  
Print name

[Signature]  
Signature

Managing Partner  
Title

7.6.18  
Date



**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name Alyson Mathews  
Date of birth 1 / 24 / 79  
Home address 1500 Washington Avenue  
City/state/zip West Islip, New York 11795  
Business address 534 Broadhollow Road, Suite 210  
City/state/zip Melville, New York 11747  
Telephone (631) 694-2300  
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 1 / 1 / 2013  
Vice President      /      /      \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO      If Yes, provide details. 11%
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. Personal guaranty on pension loans and lease for our 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 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.) 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.
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, Alyson Matthews, 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 5 day of July 2018

Diane Paladino  
Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified in Suffolk County  
Commission Expires April 22, 2018

Lomb + Borosky, LLP  
Name of submitting business

Alyson Matthews  
Print name

Alyson Matthews  
Signature

Partner  
Title

7.5.18  
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 SEFFREY ZANKEL  
Date of birth 03/05/1952  
Home address 9 Schooner Lane  
City/state/zip PORT WASHINGTON, NY 11050  
Business address LAMB + BARANSKY, LLP, 534 Broadhollow Rd.  
City/state/zip MELVILLE, NY 11747  
Telephone 631-694-2300  
Other present address(es) NO  
City/state/zip N/A  
Telephone N/A  
List of other addresses and telephone numbers attached

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

President      /      /      Treasurer      /      /       
Chairman of Board      /      /      Shareholder      /      /       
Chief Exec. Officer      /      /      Secretary      /      /       
Chief Financial Officer      /      /      Partner 10/01/2002 ✓  
Vice President      /      /       
(Other)     

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

YES ☒ NO ☐ If Yes, provide details. 18.24%

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. OFFICE LEASE

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.

BRADLEY ZANKEL FOUNDATION, INC.  
501(c)(3) ORGANIZATION  
Secretary/Treasurer  
Address - SAME AS ABOVE

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.) NO

- 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, Jeffrey A. Zankel, 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 5<sup>th</sup> day of July 2018

Diane Paladino

Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified in Suffolk County  
Commission Expires April 22, 2022

LAMB + BARNOSKY, LLP  
Name of submitting business

Jeffrey A. Zankel  
Print name

[Signature]  
Signature

Partner  
Title

07, 05, 2018  
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 Richard K. Zuckerman  
Date of birth 2 / 23 / 1960  
Home address 3187 Ann Street  
City/state/zip Baldwin, NY 11510  
Business address 534 Broadhollow Rd., Ste. 210  
City/state/zip Melville, NY 11747  
Telephone (631) 694-2300  
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 3 / 1 / 04  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. 20.81%
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. Personal guaranty on pension loans and lease for our 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 X NO \_\_\_\_; If Yes, provide details.  
I have been an Officer in my wife's social work practice - L.I. Counseling and Social Work, P.C. I receive no compensation of any type.

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 ☒ 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, Richard Evdemon, 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 5<sup>th</sup> day of July 2016

Diane Paladino  
Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified in Suffolk County  
Commission Expires April 22, 2022

Lambert P. Mackay, LLP  
Name of submitting business  
Richard Evdemon  
Print name  
[Signature]  
Signature  
Partner  
Title  
7 / 5 / 16  
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 ROBERT H. COHEN  
 Date of birth 7/13/58  
 Home address 29 CHERRY DR. E.  
 City/state/zip PLAINVIEW, NY. 11803  
 Business address 534 BROADHOLLOW RD.  
 City/state/zip MELVILLE, NY. 11747  
 Telephone 631-694-2800  
 Other present address(es) N/A  
 City/state/zip \_\_\_\_\_  
 Telephone 631-386-5727  
 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 1/1/91  
 Vice President   /  /    
 (Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
 YES ☒ NO ☐ If Yes, provide details. 12% Ownership interest.

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. Pro Rata Guarantee of Lease.

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 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 (6) 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 ☒ 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 H. COHEN, 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 5<sup>th</sup> day of July 2018

Diane Paladino  
Notary Public  
DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified in Suffolk County  
Commission Expires April 22, 2022

LAMB + BARONSKY, LLP.  
Name of submitting business

ROBERT H. COHEN  
Print name

Robert H. Cohen  
Signature

Partner  
Title

7, 05, 18  
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 Sharon N. Berlin  
Date of birth 1 / 7 / 66  
Home address 10 Winmere Place  
City/state/zip Dix Hills, NY 11746  
Business address 534 Broadhollow Rd., Ste. 210  
City/state/zip Melville, NY 11747  
Telephone (631) 694-2300  
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 3 / 1 / 04  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. 17.13%
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. Personal guaranty on pension loans and lease for our 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 X NO \_\_\_\_; If Yes, provide details.  
Temple Beth David, Commack, NY - Board 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 \_\_\_\_ 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.) 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.
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, SHARON BERLIN, 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<sup>th</sup> day of July 2018

Diane Paladino

Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified in Suffolk County  
Commission Expires April 22, 2022

Lamb & Barnosky, LLP

Name of submitting business

SHARON BERLIN

Print name

[Signature]

Signature

PARTNER

Title

7, 6, 2018

Date

**Appendix C**  
**Business History Form**

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

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

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

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

Date: July 25, 2018

1) Proposer's Legal Name: Lamb & Barnosky, LLP

2) Address of Place of Business: 534 Broadhollow Rd., Ste. 210, Melville, NY 11747

List all other business addresses used within last five years:

N.A.

3) Mailing Address (if different): N.A.

Phone : (631) 694-2300

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N.A.

5) Federal I.D. Number: 41-2060301

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

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

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

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

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 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.

See attached.

(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.

See 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;
- 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 County of Suffolk

Contact Person Dennis Cohen, Esq., Chief Deputy County Executive

Address J. Lee Dennison Bldg., 12th Fl., 100 Veterans Memorial Hwy.

City/State Hauppauge, NY 11788

Telephone (631) 853-5787

Fax # (631) 853-5169

E-Mail Address Dennis.Cohen@suffolkcountyny.gov

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Company City of White Plains  
Contact Person John G. Callahan, Chief of Staff, Corporation Counsel  
Address 255 Main Street  
City/State White Plains, NY 10601  
Telephone (914) 422-1411  
Fax # (914) 422-1231  
E-Mail Address jcallahan@whiteplainsny.gov

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Company Town of Southold  
Contact Person Scott Russell, Supervisor  
Address 54375 Route 25, P. O. Box 1179  
City/State Southold, NY 11971-0959  
Telephone (631) 765-4333  
Fax # (631) 765-1823  
E-Mail Address scott.russell@town.southold.ny.us

**CERTIFICATION**

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I, Richard K. Zuckerman, 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 5<sup>th</sup> day of July 2018

Diane Paladino

Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified in Suffolk County  
Commission Expires April 22, 2022

Name of submitting business: Lombt Barovsky, LLC

By: Richard Zuckerman  
Print name

[Signature]  
Signature

Partner  
Title

7 / 5 / 18  
Date

### **Conflicts Of Interest**

17.(a)(ii). We have no personal relationships involving the County or its employees or agents except as follows:

1. Partner Sharon Berlin is the wife of Jeremy Scileppi, Esq., who began work in the County Attorney's Office on June 22, 2018.
2. Office Manager Jeanne Stringer is the sister-in-law of Fire Marshal Robert Chernon.
3. Paralegal Janice Byington is the mother-in-law of IT Department Information Technology Specialist 2, Kevin Carney.
4. Associate Lauren Schnitzer's mother-in-law is CPSE Municipal Representative Shelley November.

17(b). Before taking on any new client or matter, we run a "conflicts check" to ensure that none exist. In the rare event that one occurs, and it is waivable, we seek each party's consent. Where it is not waivable, we decline the representation. While client conflicts are an inevitable *possibility* for any outside counsel, we do not currently anticipate any conflicts between the County and our other clients. In this context, we do wish to affirmatively disclose our representation of NuHealth, where I have served as labor counsel since 2008.

BH  
Section A

The following is the additional information requested to be included in this Response:

- (i.) Date of Formation: Lamb & Barnosky, LLP was founded on January 1, 1981.
- (ii.) Names, addresses and positions of all persons with a financial interest in Lamb & Barnosky:

Barnosky, Eugene  
5 Dalton Court  
South Huntington, NY 11746

Berlin, Sharon N.  
10 Winmere Place  
Dix Hills, NY 11746

Cohen, Robert  
29 Cherry Drive East  
Plainview, NY 11803

Crocker, Lindsay T.  
51 Sherman Avenue  
West Islip, NY 11795

Feldman, Michelle S.  
17 Catalpa Lane  
Valley Stream, NY 11581

Godsberg, Steven  
841 Ocean Avenue  
West Islip, NY 11795-1413

Lamb, Paul  
40 Mt. Grey Road  
Setauket, NY 11733

Mathews, Alyson  
1500 Washington Avenue  
West Islip, NY 11795

Zankel, Jeffrey A. & Lori  
9 Schooner Lane  
Port Washington, NY 11050

Zuckerman, Richard K.  
3187 Ann Street  
Baldwin, NY 11510

(iii.) The following individuals are partners in the Firm:

Eugene Barnosky, Esq. (address listed above)

Sharon N. Berlin, Esq. (address listed above)

Robert Cohen, Esq. (address listed above)

Lindsay T. Crocker, Esq. (address listed above)

Michelle S. Feldman, Esq. (address listed above)

Marcy Finkelstein, Esq.  
330 Lakeland Avenue  
Apt. 2E  
Sayville, NY 11782

Steven Godsberg, Esq. (address listed above)

Scott Karson, Esq.  
24 Manchester Lane  
Stony Brook, NY 11790

Paul Lamb, Esq. (address listed above)

Alyson Mathews, Esq. (address listed above)

Jeffrey A. Zankel, Esq. (address listed above)

Peter N. Zogas, Esq.  
43 Plymouth Road  
Rockville Centre, NY 11570

Richard K. Zuckerman, Esq. (address listed above)

(iv.) The Firm is a New York Limited Liability Partnership.

(v.) There are 36 employees of the Firm, inclusive of partners.

(vi.) The Firm's annual revenue for 2017 was \$9,600,000.00.

(vii.) A summary of relevant accomplishments was included in A above.

(viii.) The Attorneys' licenses to practice law are attached.

Section

B. Indicate number of years in business: The Firm has been in business for 37 years.

Section

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services: Information responsive to this request is included in A above.

## Appendix C – Addendum

### A. Proposer's Professional Qualifications

The following summarizes our qualifications and experience in providing bargaining negotiating support to public employers, including the County of Nassau. Specific to Nassau County I, along with the then Directors of Labor Relations, engaged in collective bargaining and/or interest arbitration proceedings during the period 2002-2009, with the PBA, SOA, DAI, SHOA (now COBA) and IPBA both for new contracts and reopeners to then existing contracts. I continued on through 2014 as the County's advocate in IPBA-related negotiations and an interest arbitration proceeding, a role I also served in the other interest arbitration proceedings. Regarding the IPBA interest arbitration proceeding for that Unit's first contract, I successfully insisted upon requiring that the award include the award of an actual contract book which was, at the time, the first Nassau County Police Unit contract book in nearly two decades.

#### Richard Zuckerman

I would personally conduct or, if preferred, participate, in the negotiations. Before joining Lamb & Barnosky in 2004, I spent almost 20 years at Rains & Pogrebin, P.C., where I also concentrated in public sector labor and employment law matters, and provided all of the professional services mentioned below.

My approach to labor relations has resulted in notable achievements for my clients including, among other things, negotiating police union health insurance contributions on Long Island; negotiating increased retiree health insurance premium contributions for retirees who return to NYSHIP after being covered by a buyout; achieving the first ever in New York "double zero" (*i.e.*, two years of no wage increases) Interest Arbitration Award, which also did not include any additional monies to the covered employees; establishing that, despite a municipal practice of more than 40 years to the contrary, employees and retirees had not secured a contractual right to fully-paid health insurance benefits for life; and negotiating what is believed to be the first ever bargaining unit-wide reduction in salaries in New York State history.

Over the years, I have successfully represented our clients in many hundreds of rounds of collective bargaining, including mediations, fact findings and compulsory and voluntary interest arbitration proceedings and super-conciliations. In the context of interest arbitrations, I have served as both the employer advocate and the employer panel representative. I have also served as our clients' advocate in many hundreds of contract arbitration cases, PERB improper practice charge and bargaining unit decertification/certification and managerial/confidential proceedings, and National Labor Relations Board (NLRB) bargaining unit/decertification representation and unfair labor practice proceedings.

My experience includes representing our clients in hundreds of Federal and State court and administrative agency (*e.g.*, SDHR, EEOC, IBA, OCR, Workers' Compensation, State and local Civil Service Commissions and Personnel Officers) cases covering all labor and employment law-related issues including, without limitation, injunctive relief proceedings, "alphabet soup" claims (ADA, ADEA, FMLA, FLSA; *etc.*), discrimination claims, General

Municipal Law Section 207-a and 207-c proceedings, and even assisting PERB in defending a favorable determination issued by that Agency.

I presently represent dozens of municipalities, libraries and school districts. My clients' employees include police officers, firefighters, deputy sheriffs, correction officers, clericals and other non-instructional and support staff members, all types of other blue and white collar employees, sanitation workers, librarians, teachers, administrators and other pedagogical employees. These employers' bargaining unit sizes range from as few as three members to nearly 6,000 employees. In addition, I have served as a Hearing Officer in General Municipal Law Section 207-a cases in Westchester County and 207-c cases in Rockland County. I also represent private sector employers. Some of these entities are organized (unionized) and others are not.

I have been repeatedly named as a *Best Lawyer in America* and was named the *Best Lawyers in America's 2017-2018 Lawyer of the Year – Labor Law – Management – Long Island, NY* and the *2015-2016 Lawyer of the Year – Labor Law – Management – New York City*. I have also been repeatedly named a *New York Super Lawyer* in Labor and Employment Law, a *Who's Who in American Law* and a *Who's Who* in Labor Law by the Long Island Business News. I am also the recipient of the Global Awards 2016 and 2015 Corporate Livewire Awards for excellence in labor and employment law. I am a Fellow of the Governors of The College of Labor and Employment Lawyers and have also been repeatedly named as one of the 10 Top Leaders in Employment Law on Long Island.

I have been selected by my peers to positions of professional prominence. These include being only one of three people in the history of the NYSBA to serve as Chair of two substantive Sections. I now serve as the Chair of the New York State Bar Association's Local and State Government Law Section and previously served as Chair of NYSBA's Labor and Employment Law Section. I am also a former President of the New York State Association of School Attorneys and was a member of the NYSBA's House of Delegates. I am a Fellow of the American and New York Bar Foundations and an Inaugural Member of the Board of Advisors for the St. John's University School of Law Center for Labor and Employment Law.

I am one of the three (and the sole management-side) co-editors for the New York State Bar Association's treatise (and "bible" for our field), *Lefkowitz on Public Sector Labor and Employment Law (4th Edition)*, as well as several of its preceding Supplements, and was an editor for the American Bar Association's treatise, *Discipline and Discharge in Arbitration*. I was a contributing author to the 6<sup>th</sup> edition of the ABA's contract arbitration treatise, *How Arbitration Works* (Elkouri & Elkouri). I have published several articles about, among other topics, the legal and practical issues of labor and employment law in tough economic times and romance in the workplace, and have had my written work published in, among other publications, the *New York Law Journal*, *New York State Bar Association Journal*, and the New York State Bar Association Municipal Law Section, New York State Bar Association Labor and Employment Law Section, and the New York State County Attorney Newsletters. I have also been featured in articles published in the *New York Times*, *Newsday*, and the *Long Island Business News*, among others.



I appeared on CBS2 T.V. as a labor and employment law authority discussing the MTA/TWU strike, and was solicited to provide telephone commentary about the strike for Fox 5 T.V. News. I have also appeared on *Geraldo At Large* on Fox T.V., as well as NBC and several local cable channels from Long Island to Orange County. I have lectured before the National Academy of Arbitrators, the New York State Public Employment Relations Board, the New York State Bar Association, the American Corporate Counsel Association, the Nassau and Suffolk County Bar Associations and Academies of Law, Cornell ILR, the New York State School Boards Association, IRRA, the NYS Association of School Personnel Administrators, Westchester County Clerks Treasurers Association, several municipal and school official organizations, and numerous student and lay person groups. The topics have included, among others; the Affordable Care Act ("ACA") privatizing and outsourcing public services; getting sick, injured and disabled employees back to work; romance in the workplace; ethics for attorneys practicing labor and employment law; communicating with the press and the public in times of crisis; drafting employment contracts; hiring, supervising and disciplining employees; anticipating and avoiding workplace violence; sexual and other prohibited forms of harassment; controlling sick leave; workers' compensation abuse; employee evaluations and privacy rights (email, voice mail, internet access); free speech in the workplace; First and Fourth Amendment rights; public access to employee and employer records; New York's Lawful Off-Duty Conduct Law; the Americans with Disabilities Act; the federal Family and Medical Leave Act; General Municipal Law § 207-c; and employment issues arising out of the September 11, 2001 tragedy.

I am admitted to the following courts: New York, U.S. District Courts for the Eastern and Southern Districts of New York, Second Circuit Court of Appeals, United States Supreme Court.

I am a *summa cum laude* graduate of Stony Brook University and a graduate of Columbia Law School.

As needed, particularly in the event of an interest arbitration or fact finding, I would be primarily assisted by my partners Sharon Berlin and Alyson Mathews or my associate, Alyssa Zuckerman, all of whose credentials are discussed below.

Sharon Berlin

Sharon joined Lamb & Barnosky, LLP in 2004 and prior to that was an associate and then a partner with me at Rains & Pogrebin. Her practice primarily includes the representation of public and private entities in all aspects of labor and employment law matters and the representation of school districts in general counsel matters. Sharon has successfully negotiated dozens of collective bargaining agreements with units ranging from three employees to more than 1,000 employees. She has conducted numerous employee disciplinary hearings pursuant to Civil Service Law § 75 and other statutory and contractual procedures. She provides day-to-day advice to our clients concerning a variety of labor relations and human resource issues including the Family and Medical Leave Act (FMLA), the accommodation of employees with disabilities, the Fair Labor Standards Act, the Civil Service Law, Taylor Law bargaining obligations, contract interpretation and grievance avoidance. She has also represented our clients in proceedings before the State Division of Human Rights, the Equal Employment Opportunity Commission, the

Department of Labor, the Public Employment Relations Board and arbitrators, as well as in federal and state court litigation.

Sharon has handled several cases where she has been able to shape the case law. For example, she won a case before the United States Court of Appeals for the Second Circuit, *Panse v. Middletown E.C.S.D.*, which held that school administrators may impose reasonably related limitations on the content of a teacher's speech in school. In a related case, *Middletown E.C.S.D. v. Douglas, et al.*, Sharon mounted a successful challenge to the decision of a hearing officer in a statutory teacher disciplinary proceeding, which would have required students to testify in a public hearing about matters involving their own education records. She convinced the court that the Regulations accompanying Education Law § 3020-a were at odds with the federal Family Education Rights and Privacy Act and that it would be unlawful to permit the student testimony to be given in public. To our knowledge, this was the first time in New York State history where a court vacated an arbitrator's evidentiary ruling mid-hearing.

Sharon has also provided counsel and advice to our municipal and school district clients on ethics matters for the last several years and provided training for elected and appointed officials, ethics board, supervisors, attorneys, and rank and file employees regarding the municipal Codes of Ethics and General Municipal Law requirements. She also recommended revisions to one of our client's municipal Code of Ethics, many of which were adopted by its legislative body.

Sharon is a member of the Executive Committee of the NYSBA's Local and State Government Law Section currently serving as its Chair-elect. She previously co-chaired that Section's Employment Relations Committee and a task force which prepared comments to the Legislature about the then proposed property tax levy cap. She is a member of the NYSBA's Labor and Employment Law Section and was co-editor-in-chief of the Third Edition of the Section's *Public Sector Labor and Employment Law* treatise. She has served as co-chair of the Suffolk County Bar Association's Labor and Employment Law Committee, chair of the Nassau County Bar Association's Education Law Committee and chair of the Nassau County Bar Association's Labor and Employment Law Committee.

Sharon serves on the Advisory Board to the Nassau Academy of Law. For many years she co-chaired the Honorary Board for L.I. Against Domestic Violence. She has also served on the Board of Directors for the Long Island Chapter of the National Association of Women Business Owners.

Sharon has been repeatedly named as a *Best Lawyer in America* and as a New York *Super Lawyer* in Labor and Employment Law as well as for Women in the Law. She was honored by Hofstra University Law School's Center for Children, Families and the Law during its first annual Outstanding Women in Law reception. She has been featured in the *Long Island Business News' Who's Who in Women in Professional Services*, *Who's Who in Employment Law on Long Island* and *Who's Who in Intellectual Property & Labor Law*. She was awarded the "Public Private Partnership Award" by ASIS International, Long Island Chapter, the Business Leader of the Year Award from the Suffolk County Coalition Against Domestic Violence, and has been named as one of the 10 leaders in employment law on Long Island. She received the

Nassau County Bar Association's Directors' Award for her outstanding service as chair of the Labor and Employment Law Committee. She also received *Long Island Business News'* 40 Under 40 Award.

In January 2018, Sharon co-authored with me an article that appeared in the New York Law Journal, entitled "Five Steps Government Should Take to Address Workplace Harassment." She has also authored, "Social Media and Litigation," published in the *Suffolk Lawyer*, and has written numerous articles for the New York State Bar Association's *Municipal Lawyer*. She co-authored an article entitled *Romance in the Workplace: Employers Can Make Rules if They Serve Legitimate Needs*, which appeared in the New York State Bar Journal, and an article entitled *Romance in the Workplace: To What Extent Can Employers Dictate the Rules?*, which appeared in the New York State Bar Association's Labor and Employment Law Section Newsletter. She also edited a chapter of the original edition of the American Bar Association treatise, *Discipline & Discharge in Arbitration* and a supplement to that treatise.

Sharon has lectured at programs sponsored by the New York State Bar Association, the New York State School Boards Association, the Nassau/Suffolk Academy of Law, the National Association of Women Business Owners, the Society for Human Resource Management, New York State Association of School Business Officials, and others.

Sharon is admitted to the following courts: New York, U.S. District Courts for the Eastern and Southern Districts of New York, Second Circuit Court of Appeals, United States Supreme Court, and the State of Connecticut Superior Court.

Sharon is an honors graduate of both Cornell University's School of Industrial and Labor Relations and the George Washington University National Law Center.

#### Alyson Mathews

Alyson is a partner in our Firm. Her practice focuses on the representation of employers and school districts in labor and employment law matters. She regularly assists clients with personnel investigations, discrimination complaints, GML §§ 207-a and 207-c proceedings, grievance arbitrations, improper practice charges before PERB, disciplinary charges, contract negotiations, fact finding, and compulsory and voluntary interest arbitration proceedings.

Alyson is the Lamb and Barnosky authority on the Affordable Care Act and has worked closely with our clients towards compliance with this complex statute. She provides advice to our clients about the employer "pay or play" mandates and how to plan for the implementation of same, Healthcare Exchange notice requirements, non-discrimination rules, whether plans maintain their grandfathered status and a wide variety of collective bargaining and personnel-related issues, as well as frequently lecturing on these topics and providing in-house workshops to the Firm's clients and other entities.

She has been featured in the *Long Island Business News'* *Who's Who in Women in Professional Services*, and *Who's Who in Intellectual Property and Labor Law for 2017*, and has been listed on New York Metro Area Super Lawyers Rising Star List.

In 2017, Alyson was elected to the Board of Directors of the New York State Association of School Attorneys. She is also actively involved in the New York State Bar Association and last month was elected as the Chair-Elect of the Labor and Employment Law Section. She currently serves on the Executive Committee of the Labor and Employment Law Section as the Co-Chair of the Continuing Legal Education Committee, having previously served as Co-Chair of the Membership Committee and Electronic Communications Committee. She is a co-editor of NYSBA's second edition of *Impasse Resolution under the Taylor Law* and a chapter author of the 2017 edition of *Public Sector Labor and Employment Law*. She is also a member of the American Bar Association and the Suffolk County Bar Association.

Alyson is admitted to the following courts: New York, U.S. District Court for the Eastern District of New York.

Alyson received her law degree from Brooklyn Law School and her undergraduate degree, *cum laude*, from Boston College. While at Brooklyn Law School, she was a member of the Moot Court Honor Society and the *Journal of Law and Policy*.

#### Alyssa Zuckerman

Alyssa is an Associate whose practice focuses on representing employers in both the public and private sectors in labor, employment and education law matters. She has significant experience in public and private sector collective bargaining, grievance arbitrations, interest arbitrations, employee disciplinary proceedings, unemployment insurance hearings and matters before the New York State Public Employment Relations Board (PERB). She is admitted to the New York Bar.

Alyssa has presented for the New York State Bar Association ("NYSBA") on the topics of "Social Media and Public Sector Labor and Employment Law" and "The Equal Employment Opportunity Commission's New Guidance on Retaliation: What's New, What's Different, and What's an Employer To Do?" Alyssa has also presented on "Social Media and the Workplace: Labor and Employment Legal Issues," at Cardozo Law School and on "The New York State Paid Family Leave Law" and "Addressing Safety and Emergency Issues in the Public Sector" for the Long Island Labor and Employment Relations Association ("LI LERA"). In addition, Alyssa has guest-lectured at Hofstra Law School and SUNY Old Westbury on "Collective Bargaining, Mediation, Fact-Finding and Interest Arbitration in the Public Sector." She is also a chapter author of the 2017 edition of *Public Sector Labor and Employment Law*.

Alyssa currently serves on several non-profit and for-profit Boards, including the FDNY Firefighter John F. McNamara Foundation's Executive Board as its Vice President; the St. John's Law School Alumni Association's Board of Directors; the St. John's Law School Center for Labor and Employment Law's Board of Advisors; the NYSBA Labor and Employment Law Section's Executive Committee as Membership Committee Chair; and as a Board member of the LI LERA. In addition, Alyssa is a member of the American Bar Association and the Suffolk County Bar Association. Alyssa also volunteers as a coach for the St. John's Law School's American Bar Association Client Counseling Competition team.

Alyssa received her law degree from St. John's and her undergraduate degree from New York University.

## New York State Unified Court System

Attorney  
Search



COURTS

Attorney  
Registration

*Attorney Detail*

LITIGANTS

**as of 07/11/2018**

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 1660695

JURORS

In-House  
Counsel  
Registration

EUGENE R. BARNOSKY  
LAMB & BARNOSKY, LLP  
534 BROADHOLLOW RD STE 210  
MELVILLE, NY 11747-3600  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:  
Date Admitted in NY: 02/06/1980

SEARCH

E-Courts

Appellate Division  
Department of Admission: 2  
Law School: ST JOHNS

Contact Us

Registration Status: Due to reregister within 30 days of birthday  
Next Registration: Jun 2018

Disciplinary History: No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

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## New York State Unified Court System

Attorney  
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COURTS

Attorney  
Registration

*Attorney Detail*

LITIGANTS

*as of 07/11/2018*

Registered  
In-House  
Counsel  
Search

Registration Number: 2456408

ATTORNEYS

In-House  
Counsel  
Registration

SHARON NAOMI BERLIN  
LAMB & BARNOSKY, LLP  
PO BOX 9034  
MELVILLE, NY 11747-9034  
United States  
(Suffolk County)  
(631) 694-2300

JURORS

JUDGES

Foreign Legal  
Consultant  
Registration

CARRIERS

Resources

E-mail Address: SNB@LAMBBARNOSKY.COM

SEARCH

Date Admitted in NY: 04/29/1992

Appellate Division

Department of Admission: 2

E-Courts

Law School: GEORGE WASHINGTON UNIVERSITY

Registration Status: Currently registered

Contact Us

Next Registration: Jan 2020

Disciplinary History: No record of public discipline

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## New York State Unified Court System

Attorney  
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COURTS

Attorney  
Registration*Attorney Detail*

LITIGANTS

as of 07/11/2018

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 1907674

JURORS

In-House  
Counsel  
Registration

ROBERT HOWARD COHEN  
LAMB & BARNOSKY, LLP  
534 BROADHOLLOW RD  
MELVILLE, NY 11747-3873  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

E-mail Address: RHC@LAMBBARNOSKY.COM

CAREERS

Resources

Date Admitted in NY: 03/07/1984

SEARCH

E-Courts

Appellate Division

Department of Admission: 2

Law School: HOFSTRA UNIVERSITY

Registration Status: Due to reregister within 30 days of birthday

Contact Us

Next Registration: Jul 2018

Disciplinary History: No record of public discipline

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## New York State Unified Court System

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COURTS

Attorney  
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LITIGANTS

*Attorney Detail**as of 07/11/2018*

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number:

4248993

JURORS

In-House  
Counsel  
Registration

LINDSAY TOWNSEND CROCKER

LAMB AND BARNOSKY, LLP

PO BOX 9034

MELVILLE, NY 11747-9034

JUDGES

United States

(Suffolk County)

(631) 694-2300

CAREERS

Foreign Legal  
Consultant  
Registration

E-mail Address:

ltc@lambbarnosky.com

SEARCH

Resources

Date Admitted in NY:

10/27/2004

E-Courts

Appellate Division

Department of Admission:

2

Contact Us

Law School:

Columbia Law School

Registration Status:

Currently registered

Next Registration:

Oct 2018

Disciplinary History:

No record of public discipline

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In-House  
Counsel  
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In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us

*Attorney Detail**as of 07/11/2018*

Registration Number: 1944073

MICHELLE S. FELDMAN  
LAMB & BARNOSKY, LLP  
PO BOX 9034  
534 BROADHOLLOW ROAD  
MELVILLE, NY 11747-9034  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address:

Date Admitted in NY: 06/20/1984

Appellate Division  
Department of Admission: 2

Law School: HOFSTRA UNIVERSITY

Registration Status: Currently registered

Next Registration: Oct 2018

Disciplinary History: No record of public discipline

COURTS

LITIGANTS

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JUDGES

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## New York State Unified Court System

Attorney  
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COURTS

Attorney  
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*Attorney Detail*

LITIGANTS

*as of 07/11/2018*

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 2115863

JURORS

In-House  
Counsel  
Registration

MARCIA LYN FINKELSTEIN  
LAMB & BARNOSKY  
534 BROADHOLLOW RD  
MELVILLE, NY 11747-3673  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:  
Date Admitted in NY: 03/18/1987

SEARCH

E-Courts

Appellate Division  
Department of Admission: 2  
Law School: VANDERBILT UNIVERSITY  
Registration Status: Currently registered  
Next Registration: Dec 2019

Contact Us

Disciplinary History: No record of public discipline

[Search Again](#)

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## New York State Unified Court System

Attorney  
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Attorney  
Registration

**Attorney Detail****as of 07/11/2018**

Registered  
In-House  
Counsel  
Search

Registration Number: 1058148

In-House  
Counsel  
Registration

STEVEN GODSBERG  
LAMB & BARNOSKY, LLP  
PO BOX 9034  
MELVILLE, NY 11747-9034  
United States  
(Suffolk County)  
(631) 694-2300

Foreign Legal  
Consultant  
Registration

E-mail Address:

Resources

Date Admitted in NY: 12/21/1967

Appellate Division

Department of Admission: 1

E-Courts

Law School:

COLUMBIA UNIVERSITY

Registration Status:

Currently registered

Contact Us

Next Registration:

May 2020

Disciplinary History:

No record of public discipline

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JURORS

JUDGES

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## New York State Unified Court System

Attorney  
Search

COURTS

Attorney  
Registration**Attorney Detail**

LITIGANTS

**as of 07/11/2018**

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 1277094

JURORS

In-House  
Counsel  
Registration

SCOTT MICHAEL KARSON  
LAMB & BARNOSKY, LLP  
PO BOX 9034  
MELVILLE, NY 11747-9034  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

E-mail Address:

CAREERS

Resources

Date Admitted in NY: 02/18/1976

SEARCH

E-Courts

Appellate Division

Department of Admission:

4

Contact Us

Law School:

SYRACUSE UNIVERSITY

Registration Status:

Currently registered

Next Registration:

Sep 2018

Disciplinary History:

No record of public discipline

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

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## New York State Unified Court System

Attorney  
Search



COURTS

Attorney  
Registration

LITIGANTS

## Attorney Detail

as of 07/11/2018

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 1134675

JUDGES

In-House  
Counsel  
Registration

PAUL L. LAMB  
LAMB & BARNOSKY LLP  
534 BROADHOLLOW RD  
MELVILLE, NY 11747-3673  
United States  
(Suffolk County)  
(516) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:

SEARCH

E-Courts

Date Admitted in NY: 10/28/1970

Contact Us

Appellate Division

Department of Admission: 2

Law School:

UNIV OF KENTUCKY

Registration Status:

Due to reregister within 30 days of birthday

Next Registration:

Jul 2018

Disciplinary History:

No record of public discipline

[Search Again](#)

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The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

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## New York State Unified Court System

Attorney  
Search



COURTS

Attorney  
Registration

LITIGANTS

## Attorney Detail

as of 07/11/2018

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 4292306

JURORS

In-House  
Counsel  
Registration

ALYSON MATHEWS  
LAMB & BARNOSKY, LLP  
534 BROADHOLLOW RD  
PO BOX 9034  
MELVILLE, NY 11747-3673  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:

SEARCH

E-Courts

Date Admitted in NY: 02/16/2005

Contact Us

Appellate Division

Department of Admission: 2

Law School:

BROOKLYN LAW SCHOOL

Registration Status:

Currently registered

Next Registration:

Jan 2019

Disciplinary History:

No record of public discipline

[Search Again](#)

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## New York State Unified Court System

Attorney  
Search



COURTS

Attorney  
Registration

## Attorney Detail

LITIGANTS

as of 07/11/2018

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 1064435

JURORS

In-House  
Counsel  
Registration

JEFFREY ALAN ZANKEL  
LAMB & BARNOSKY, LLP  
PO BOX 9034  
MELVILLE, NY 11747-9034  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:  
Date Admitted in NY: 02/15/1978

SEARCH

E-Courts

Appellate Division  
Department of Admission: 2  
Law School: SYRACUSE UNIVERSITY  
Registration Status: Currently registered  
Next Registration: Mar 2020

Contact Us

Disciplinary History: No record of public discipline

[Search Again](#)

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## New York State Unified Court System

Attorney  
Search

COURTS

Attorney  
Registration*Attorney Detail*

LITIGANTS

as of 07/11/2018

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 1107143

JURORS

In-House  
Counsel  
Registration

PETER N. ZOGAS  
WINGATE, KEARNEY & CULLEN LLP  
445 BROADHOLLOW RD STE 400  
MELVILLE, NY 11747-3601  
United States  
(Suffolk County)  
(516) 694-5500

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:

SEARCH

Date Admitted in NY: 10/22/1975

Appellate Division

Department of Admission: 2

E-Courts

Law School:

Albany Law School

Registration Status:

Due to reregister within 30 days of birthday

Contact Us

Next Registration:

May 2018

Disciplinary History:

No record of public discipline

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## New York State Unified Court System

Attorney  
Search



COURTS

Attorney  
Registration

## Attorney Detail

LITIGANTS

as of 07/11/2018

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number:

1999663

JURORS

In-House  
Counsel  
Registration

RICHARD KARL ZUCKERMAN  
LAMB & BARNOSKY, LLP  
534 BROADHOLLOW RD  
MELVILLE, NY 11747-3673  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:

SEARCH

Date Admitted in NY:

05/22/1985

Appellate Division

Department of Admission:

2

E-Courts

Law School:

COLUMBIA

Registration Status:

Currently registered

Contact Us

Next Registration:

Feb 2019

Disciplinary History:

No record of public discipline

[Search Again](#)

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## New York State Unified Court System

Attorney  
Search



COURTS

Attorney  
Registration

*Attorney Detail*

LITIGANTS

*as of 07/11/2018*

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number:

2079127

JURORS

In-House  
Counsel  
Registration

PATRICIA CUMMINGS DELANEY

LAMB &amp; BARNOSKY

534 BROADHOLLOW RD STE 210

MELVILLE, NY 11747-3600

JUDGES

United States

(Suffolk County)

(631) 694-2300

CAREERS

Foreign Legal  
Consultant  
Registration

E-mail Address:

PCD@LAMBBARNOSKY.COM

SEARCH

Resources

Date Admitted in NY:

09/24/1986

E-Courts

Appellate Division

Department of Admission:

2

Contact Us

Law School:

ALBANY

Registration Status:

Currently registered

Next Registration:

Dec 2018

Disciplinary History:

No record of public discipline

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## New York State Unified Court System

Attorney  
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COURTS

Attorney  
Registration

## Attorney Detail

LITIGANTS

as of 07/11/2018

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number:

4187365

JUDGES

In-House  
Counsel  
Registration

MARA N. HARVEY  
LAMB & BARNOSKY, LLP  
534 BROADHOLLOW RD STE 210  
MELVILLE, NY 11747-3600  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:

SEARCH

Date Admitted in NY:

01/14/2004

Appellate Division

Department of Admission:

2

E-Courts

Law School:

SYRACUSE UNIVERSITY COLLEGE OF LAW

Registration Status:

Currently registered

Contact Us

Next Registration:

Oct 2018

Disciplinary History:

No record of public discipline

[Search Again](#)

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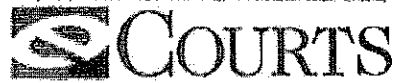
If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attylreg@nycourts.gov](mailto:attylreg@nycourts.gov).

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## New York State Unified Court System

Attorney  
Search



COURTS

Attorney  
Registration

*Attorney Detail*

LITIGANTS

*as of 07/11/2018*

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number:

1425065

JURORS

In-House  
Counsel  
Registration

DOUGLAS E. LIBBY

LAMB &amp; BARNOSKY, LLP

534 BROADHOLLOW RD STE 210

PO BOX 9034

MELVILLE, NY 11747-3600

JUDGES

United States

(Suffolk County)

(631) 694-2300

CAREERS

Foreign Legal  
Consultant  
Registration

SEARCH

Resources

E-mail Address:

Date Admitted in NY:

10/22/1975

E-Courts

Appellate Division

Department of Admission:

2

Law School:

ST JOHNS UNIVERSITY

Contact Us

Registration Status:

Currently registered

Next Registration:

Dec 2018

Disciplinary History:

No record of public discipline

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## New York State Unified Court System

Attorney  
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COURTS

Attorney  
Registration

LITIGANTS

**Attorney Detail****as of 07/11/2018**

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number:

4277869

JURORS

In-House  
Counsel  
Registration

MATTHEW JOHN MEHNERT  
LAMB & BARNOSKY, LLP  
534 BROADHOLLOW RD STE 210W  
PO BOX 9034  
MELVILLE, NY 11747-3673  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:

Date Admitted in NY:

01/12/2005

SEARCH

E-Courts

Appellate Division

Department of Admission:

2

Law School:

HOFSTRA UNIVERSITY

Contact Us

Registration Status:

Currently registered

Next Registration:

Oct 2019

Disciplinary History:

No record of public discipline

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## New York State Unified Court System

Attorney  
Search



COURTS

Attorney  
Registration

LITIGANTS

**Attorney Detail****as of 07/11/2018**

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 2303808

JURORS

In-House  
Counsel  
Registration

DIANE JILL MOFFET  
LAMB & BARNOSKY, LLP  
PO BOX 9034  
MELVILLE, NY 11747-9034  
United States  
(Suffolk County)

JUDGES

Foreign Legal  
Consultant  
Registration

E-mail Address:  
Date Admitted in NY: 03/07/1990

CAREERS

Resources

Appellate Division  
Department of Admission: 2  
Law School: NEW YORK UNIVERSITY  
Registration Status: Currently registered  
Next Registration: Dec 2018

SEARCH

E-Courts

Contact Us

Disciplinary History: No record of public discipline

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## New York State Unified Court System

Attorney  
Search



COURTS

Attorney  
Registration

## Attorney Detail

LITIGANTS

as of 07/11/2018

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 1093186

JURORS

In-House  
Counsel  
Registration

RICHARD ANDREW SHANE  
LAMB & BARNOSKY  
S 34 BROAD HOLLOW ROAD, SUITE 210  
MELVILLE, NY 11747-9034  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:

SEARCH

Date Admitted in NY: 02/06/1974

E-Courts

Appellate Division

Department of Admission: 2

Law School:

ST JOHNS UNIVERSITY

Registration Status:

Currently registered

Contact Us

Next Registration:

Dec 2018

Disciplinary History:

No record of public discipline

[Search Again](#)

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## New York State Unified Court System

Attorney  
Search



COURTS

Attorney  
Registration

## Attorney Detail

LITIGANTS

as of 07/11/2018

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 1584895

JURORS

In-House  
Counsel  
Registration

GARY HOLMAN  
LAMB & BARNOSKY, LLP  
PO BOX 9034  
MELVILLE, NY 11747-9034  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:

SEARCH

Date Admitted in NY: 12/17/1954

E-Courts

Appellate Division

Department of Admission:

2

Contact Us

Law School:

NEW YORK UNIVERSITY

Registration Status:

Currently registered

Next Registration:

Feb 2020

Disciplinary History:

No record of public discipline

[Search Again](#)

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## New York State Unified Court System

Attorney  
Search

COURTS

Attorney  
Registration*Attorney Detail*

LITIGANTS

*as of 07/11/2018*

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 1359108

JURORS

In-House  
Counsel  
Registration

JOEL M. MARKOWITZ  
LAMB & BARNOSKY LLP  
534 BROADHOLLOW RD STE CS9034  
MELVILLE, NY 11747-3673  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:  
Date Admitted in NY: 04/10/1969

SEARCH

E-Courts

Appellate Division  
Department of Admission: 2  
Law School: GEORGETOWN UNIVERSITY  
Registration Status: Currently registered  
Next Registration: Feb 2020

Contact Us

Disciplinary History: No record of public discipline

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

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## New York State Unified Court System

Attorney  
Search

COURTS

Attorney  
Registration

LITIGANTS

*Attorney Detail*

as of 07/11/2018

ATTORNEYS

Registered  
In-House  
Counsel  
Search

JURORS

In-House  
Counsel  
Registration

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

SEARCH

E-Courts

Contact Us

Registration Number: 1563840

MICHAEL F. MULLEN  
LAMB & BARNOSKY, LLP  
534 BROADHOLLOW RD  
MELVILLE, NY 11747-3673  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address:

Date Admitted in NY: 06/20/1963

Appellate Division

Department of Admission: 2

Law School: ST JOHNS UNIVERSITY

Registration Status: Currently registered

Next Registration: May 2020

Disciplinary History: No record of public discipline

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

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## New York State Unified Court System

Attorney  
Search



COURTS

Attorney  
Registration

LITIGANTS

**Attorney Detail****as of 07/11/2018**

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 4561387

JURORS

In-House  
Counsel  
Registration

LAUREN ROBIN SCHNITZER  
LAMB & BARNOSKY, LLP  
534 BROADHOLLOW RD STE 210  
MELVILLE, NY 11747-3600  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:  
Date Admitted in NY: 04/09/2008

SEARCH

E-Courts

Appellate Division  
Department of Admission: 2  
Law School: ST. JOHN'S UNIVERSITY SCHOOL OF LAW  
Registration Status: Currently registered  
Next Registration: May 2020

Contact Us

Disciplinary History: No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)



## New York State Unified Court System

Attorney  
Search



COURTS

Attorney  
Registration

LITIGANTS

*Attorney Detail**as of 07/11/2018*

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 4603841

JURORS

In-House  
Counsel  
Registration

JOSHUA SETH SPRAGUE  
LAMB & BARNOSKY  
534 BROADHOLLOW RD STE 210  
MELVILLE, NY 11747-3600  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CARRIERS

Resources

E-mail Address: JSS@LAMBBARNOSKY.COM

SEARCH

E-Courts

Date Admitted in NY: 05/19/2008

Appellate Division

Department of Admission: 1

Law School:

FORDHAM UNIVERSITY SCHOOL OF LAW

Registration Status:

Currently registered

Contact Us

Next Registration:

Mar 2020

Disciplinary History:

No record of public discipline

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

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[www.NYCOURTS.gov](http://www.NYCOURTS.gov)


## New York State Unified Court System

Attorney  
Search

COURTS

Attorney  
Registration

LITIGANTS

*Attorney Detail**as of 07/11/2018*

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 5222252

JURORS

In-House  
Counsel  
Registration

ALYSSA LAUREN ZUCKERMAN  
LAMB & BARNOSKY, LLP  
534 BROADHOLLOW RD., STE. 210  
MELVILLE, NY 11747-3600  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address: ALZ@LAMBBARNOSKY.COM

SEARCH

Date Admitted in NY: 05/21/2014

Appellate Division

Department of Admission: 2

E-Courts

Law School:

ST. JOHN'S UNIVERSITY SCHOOL OF LAW

Registration Status:

Currently registered

Contact Us

Next Registration:

Dec 2018

Disciplinary History:

No record of public discipline

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attvreg@nycourts.gov](mailto:attvreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)


**APPENDIX F**

**COUNTY OF NASSAU**

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

1. Name of the Entity: Lamb & Barnosky, LLP  
Address: 534 Broadhollow Rd., Ste. 210  
City, State and Zip Code: Melville, NY 11747
2. Entity's Vendor Identification Number: 41-2060301
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):

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.

See attached.

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

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. 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.

**5/22/18 - Appendix F, Question 5 - List of Names and Addresses of All  
Partners in Lamb & Barnosky**

**Barnosky, Eugene  
5 Dalton Court  
South Huntington, NY 11746**

**Berlin, Sharon N.  
10 Winnere Place  
Dix Hills, NY 11746**

**Cohen, Robert  
29 Cherry Drive East  
Plainview, NY 11803**

**Crocker, Lindsay T.  
51 Sherman Avenue  
West Islip, NY 11795**

**Feldman, Michelle S.  
17 Catalpa Lane  
Valley Stream, NY 11581**

**Finkelstein, Marcy  
330 Lakeland Avenue  
Apt. 2E  
Sayville, NY 11782**

**Godsberg, Steven  
841 Ocean Avenue  
West Islip, NY 11795-1413**

**Karson, Scott  
24 Manchester Lane  
Stony Brook, NY 11790**

**Lamb, Paul  
40 Mt. Grey Road  
Setauket, NY 11733**

**Mathews, Alyson  
1500 Washington Avenue  
West Islip, NY 11795**



**5/22/18 - Appendix F, Question 5 - List of Names and Addresses of All  
Partners in Lamb & Barnosky**

**Zankel, Jeffrey A.  
9 Schooner Lane  
Port Washington, NY 11050**

**Zogas, Peter N.  
43 Plymouth Road  
Rockville Centre, NY 11570**

**Zuckerman, Richard K.  
3187 Ann Street  
Baldwin, NY 11510**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/11/2018

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 O'Brien Quick Agency 402 Main Street  Port Jefferson  NY 11777	CONTACT NAME: Phillip O'Brien PHONE (A/C, No, Ext): 631-474-7070 FAX (A/C, No): 631-938-8257 E-MAIL ADDRESS: PhillipO@cquickinsurance.com
INSURED  LAMB & BARNOSKY LLP 634 BROADHOLLOW RD STE 210  MELVILLE  NY 11747-3600	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: Nationwide Mutual Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL1811001476

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	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 <input type="checkbox"/> OTHER:	Y	Y	ACP BPOK5464881677	05/01/2018	05/01/2019	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 Employee Dishonesty \$ 10,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	ACPCAF5464881677	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Business Personal Property			ACP BPOK5464881677	05/01/2018	05/01/2019	BPP / Contents \$ 1,832,500

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

The Certificate Holder is listed as an additional insured on the policy.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County  
1550 Franklin Avenue  
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

Phillip J. O'Brien

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2018

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

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

PRODUCER	CONTACT NAME: Shanna O'Brien PHONE (A/C No. Ext): (631) 474-7075 E-MAIL: sobrien@obgroupllc.com ADDRESS: 402 Main Street Port Jefferson, NY 11777	FAX (A/C No.): (631) 474-7081
INSURED	Lamb & Barnosky, LLP 534 Broadhollow Rd Melville, NY 11747	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Wesco Insurance Company		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 10

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 (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					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"/> PROJ <input type="checkbox"/> LOC					PRODUCTS - COM/PROP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WWC3339711	04/20/2018	04/20/2019	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER	CANCELLATION
NASSAU COUNTY 1550 FRANKLIN AVENUE 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  (SMO)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2018

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.

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PRODUCER	CONTACT NAME: Melisa Ahlers
AssuredPartners Northeast, LLC	PHONE (A/C, No, Ext): (631)465-4000
100 Bayl's Road	FAX (A/C, No): (631)465-4005
Suite 300	E-MAIL ADDRESS: melisa.ahlers@assuredpartners.com
Melville NY 11747	INSURER(S) AFFORDING COVERAGE
	INSURER A: Argonaut Insurance Company
	INSURER B: North River Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: CL1822204141	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 WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		LPL4094561	01/24/2018	01/24/2019	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					
	<input checked="" type="checkbox"/> Lawyers Professional Liability					
	GENERAL AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG					PERSONAL & ADV INJURY \$
	OTHER:					GENERAL AGGREGATE \$ 5,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OPAGG \$
	ANY AUTO					Deductible \$ 25,000
	OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$
	HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				BODILY INJURY (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				PROPERTY DAMAGE (Per accident) \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> N/A				AGGREGATE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					\$
B	Excess Professional Liability		5501067379	01/24/2018	01/24/2019	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

## CANCELLATION

Nassau County 1550 Franklin Avenue  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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## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, 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 for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Lamb & Barnosky, LLP, with an office located at 534 Broadhollow Road, Suite 210, Melville, New York 11747 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; 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. This Agreement shall commence on August 1, 2018 and shall terminate on July 31, 2023, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). The initial area of law in which the Department has determined Counsel to be qualified to represent the County is described in the attached Appendix A. The Department may qualify Counsel in additional areas of law. Depending on the assignment, Services may include, but are not limited to: motion practice; pre-trial discovery; trial; appeals; labor negotiations; transactional related issues; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) ("Maximum Amount"). Compensation for Counsel's Services shall be paid at an

hourly rate according to the following fee schedule:

<u>Title/Position</u>	<u>Effective Period</u>	<u>Hourly Rates</u>
(i) Partner/Of Counsel/Counsel	08/01/2018 - 12/31/2019	\$250.00
	01/01/2020 - 12/31/2020	\$255.00
	01/01/2021 - 12/31/2021	\$260.00
	01/01/2022 - 12/31/2022	\$265.00
	01/01/2023 - 07/31/2023	\$270.00
(ii) Associate	08/01/2018 - 12/31/2019	\$205.00
	01/01/2020 - 12/31/2020	\$210.00
	01/01/2021 - 12/31/2021	\$215.00
	01/01/2022 - 12/31/2022	\$220.00
	01/01/2023 - 07/31/2023	\$225.00
(iii) Legal Assistant ("Legal Assistant" includes paralegals, law school graduates not yet admitted to practice law, summer associates, and legal interns)	08/01/2018 - 12/31/2019	\$90.00
	01/01/2020 - 12/31/2020	\$95.00
	01/01/2021 - 12/31/2021	\$100.00
	01/01/2022 - 12/31/2022	\$105.00
	01/01/2023 - 07/31/2023	\$110.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the first encumbrance shall be Two Hundred Fifty Thousand Dollars (\$250,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (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 upon (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. Counsel shall submit its claim 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) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited

to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel 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. Counsel 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. Counsel 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, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's 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, Counsel agrees as follows:

- (i) Counsel 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. Counsel 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 Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement 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. Counsel acknowledges that Counsel 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 Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and



maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel'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 Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel 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 Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel 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 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel'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 Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel 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 Counsel 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 Counsel'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) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel 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 Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel 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 or such other standard accounting principles that are acceptable within the industry and, if Counsel 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.

15. 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, Counsel 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. Counsel 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 Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. 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.

18. 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 Counsel 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 Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at

the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. 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.

20. 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.

21. Administrative Service Charge. Counsel 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 201-2001, and as further amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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 requisite 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, 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.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars (\$50,000.00) require the approval of the Nassau County Interim Finance

Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than \$50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than \$50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars (\$50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

- (A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap.
- (B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

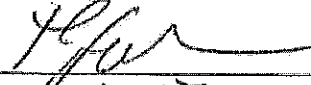
Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

LAMB & BARNOSKY, LLP

By:   
Name: Richard J. Zuckerman  
Title: Partner  
Date: 7/15/18

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

Suffolk

On the 5<sup>th</sup> day of July in the year 2008 before me personally came Richard L. Zuckerman 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 CO-Managing Partner of Lamb & Barnosky, LLP, 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.

Diane Paladino  
NOTARY PUBLIC

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified in Suffolk County  
Commission Expires April 22, 2022

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a **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**

Cases and/or matters may be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following area of law in which Counsel has been determined to be qualified by the Department:

- 1. Labor Negotiations**

The Department may qualify Counsel in additional areas of law.



## **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 "Law"), Counsel hereby certifies the following:

Co-Managing Partners

1. The ~~chief executive officer~~ of Contractor is:

Eugene R. Barnosky, Jeffrey A. Zankel, Richard K. Zuckerman (Name)

534 Broadhollow Road, Suite 210, Melville, New York 11747 (Address)

(631) 694-2300 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has   X   has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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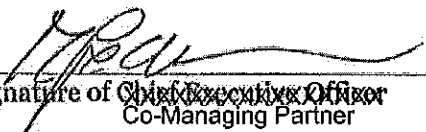
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

7/5/18  
Dated \_\_\_\_\_

  
Signature of ~~Chief Executive Officer~~  
Co-Managing Partner  
Richard K. Zuckerman  
Name of ~~Chief Executive Officer~~  
Co-Managing Partner

Sworn to before me this

5th day of July, 2018.  
  
Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified in Suffolk County  
Commission Expires April 22, 2022





**E-87-18**  
**E-87-18**

**NIFS ID: CQAT18000009 Department: County Attorney**

**Capital:**

SERVICE: Outside counsel

Contract ID #: CQAT18000009

NIFS Entry Date: 13-JUL-18

Term: from 01-AUG-18 to 31-JUL-20

New
Time Extension:
Addl. Funds:
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: <b>Dellaverson, P.C.</b>	Vendor ID#: <b>825290332</b>
Address: 90 Hillside Avenue Hastings-on-Hudson, New York 10706	Contact Person: Gary J. Dellaverson
	Phone: (917) 453-0040

Department:
Contact Name: Daniel Gregware
Address: 1 West Street Mineola, New York 11501
Phone: (516) 571-1675

## Routing Slip

Department	NIFS Entry: X	13-JUL-18 -- MREYNOLDS
Department	NIFS Approval: X	13-JUL-18 -- SBERMAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	13-JUL-18 -- MWORSHAM
OMB	NIFS Approval: X	13-JUL-18 -- MWORSHAM
County Atty.	Insurance Verification: X	13-JUL-18 -- DGREGWARE
County Atty.	Approval to Form: X	13-JUL-18 -- DMCDERMOTT
Dep. CE	Approval: X	16-JUL-18 -- H WILLIAMS

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>16-JUL-18 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<p><b>Purpose:</b> New outside counsel contract for the firm, Dellaverson, P.C., to represent the County in at the table, collective bargaining negotiation, as well as collective bargaining support in its negotiations with the County's unions.</p>
<p><b>Method of Procurement:</b> The proposed contract results from a written RFQ that was issued on April 25, 2018. Potential proposers were made aware of the availability of the RFQ by advertisement in Newsday, via email to interested parties, and by publication on the County procurement website. Proposals were due on May 31, 2018. Forty-five (45) proposals were received. The evaluation committee is reviewing the proposals and is in the process of creating a panel of qualified firms in twenty-five (25) different areas of law, however, because of the immediate need for legal services in the area of Labor Negotiations, the evaluation committee qualified four firms in this area and conducted a mini-bid solicitation. The four firms that were solicited were: (1) Bee Ready Fishbein Hatter &amp; Donovan, LLP; (2) Dellaverson, P.C. (3) Jackson Lewis P.C.; and (4) Lamb &amp; Barnosky, LLP. All four firms responded. The committee has recommended that firms Dellaverson and Lamb &amp; Barnosky be retained to represent the County in connection with ongoing labor negotiations with the County's six unions. The six expired contracts will require intensive negotiating efforts.</p> <p>Dellaverson, P.C., and Lamb &amp; Barnosky have substantial public sector bargaining experience and will provide a strong "across the table" presence throughout collective bargaining.</p> <p>The contracts with Lamb &amp; Barnosky, LLP and Dellaverson, P.C. are being submitted to the Rules Committee at this time, as these are new vendors with no existing contracts with the County. Bee Ready Fishbein Hatter &amp; Donovan, LLP and Jackson Lewis P.C. have existing contracts for ongoing litigation and will continue to represent Nassau County. These contracts can be amended or replaced at a later time.</p>
<p><b>Procurement History:</b> New contract. See method of procurement above.</p>
<p><b>Description of General Provisions:</b> As described above.</p>
<p><b>Impact on Funding / Price Analysis:</b> \$585,000.00 contract max amount with \$105,000.00 initial encumbrance for projected expenditures for balance of 2018; \$12,500 per month for August/September; \$25,000 per month for October through December.</p>
<p><b>Change in Contract from Prior Procurement:</b> N/A</p>
<p><b>Recommendation: (approve as submitted)</b> Approve as submitted.</p>

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue			ATGEN1100/DE502	\$ 105,000.00
Control:	AT	Contract:				\$ 0.00
Resp:	1100	County	\$ 105,000.00			\$ 0.00
Object:	DE502	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:						

Detail:		Capital		\$ 0.00				\$ 0.00
		Other		\$ 0.00				\$ 0.00
		TOTAL		\$ 105,000.00				
RENEWAL							TOTAL	\$ 105,000.00
%								
Increase								
%								
Decrease								

# NIFA Nassau County Interim Finance Authority

## Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Dellaverson, P.C.

2. Dollar amount requiring NIFA approval: \$585000

Amount to be encumbered: \$105000

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: 08/01/2018-07/31/2020

Has work or services on this contract commenced? N     

If yes, please explain: As of 07/13/2018, services have not commenced, but services scheduled to commence on 08/01/2018.

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/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:

New outside counsel contract for the firm, Dellaverson, P.C., to represent the County in "at the table" collective bargaining negotiation, as well as collective bargaining support in its negotiations with the County's unions.

6. Has the Item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract 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.

MWORSHAM

13-JUL-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO. – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY ATTORNEY AND DELLAVERSON, P.C.

WHEREAS, the County has negotiated a personal services agreement  
with Dellaverson, P.C., to provide legal services for the County, a copy of  
which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with Dellaverson, P.C.

Jack Schnirman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** Dellaverson, P.C. (CQAT18000009)

**CONTRACTOR ADDRESS:** 90 Hillside Avenue, Hastings-on-Hudson, New York 10706

**FEDERAL TAX ID #:** 825290332

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**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 Qualifications ("RFQ").** The Contract was entered into after a written RFQ was issued on April 25, 2018. Potential proposers were made aware of the availability of the RFQ by advertisement in Newsday, via email to interested parties, and by publication on the County procurement website. Proposals were due on May 31, 2018. Forty-five (45) proposals were received. The evaluation committee is reviewing the proposals and is in the process of creating a panel of qualified firms in twenty-five (25) different areas of law, however, because of the immediate need for legal services in the area of "Labor Negotiations," the evaluation committee has made its selection in this area of law. Dellaverson, P.C. has been qualified by the evaluation committee in the area of "Labor Negotiations," with potential additional area(s) of qualification(s) to be added later by the evaluation committee. The initial assignment to Dellaverson, P.C. is to provide as needed support to the County in the labor negotiation process with the County's six unions. Dellaverson, P.C. has been selected for this initial assignment after a mini-bid solicitation was conducted by the County Attorney's Office to select firm(s) to represent the County in collective bargaining negotiations and/or related litigation. The four firms that were solicited under this mini-bid solicitation were: (1) Bee Ready Fishbein Hatter & Donovan, LLP; (2) Dellaverson, P.C. (3) Jackson Lewis P.C.; and (4) Lamb & Barnosky, LLP. All four firms responded to the mini-bid solicitation. The mini-bid evaluation committee has recommended all four firms to represent the County in various areas of these assignments, with each firm bringing their

own area of expertise that the County can utilize throughout the negotiation process and/or any related litigation.

**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  
7/13/2018  
\_\_\_\_\_  
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. 01/18



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: 7/13/2018

Vendor: Dellavio, PC

Signed: [Signature]

Print Name: Anthony D'Amico

Title: Principal

## 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 Gary DeLuca  
Date of birth 11/18/1953  
Home address 90 Hillside Ave  
City/state/zip Hicksville, NY 10706  
Business address 381 Park Ave, Suite #202  
City/state/zip NY, NY, 10016  
Telephone 212-561-8797  
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 5/1/12 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. sole proprietor
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. lease guarantee
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. PFS, Inc (consulting)

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. *NY MTA  
PANYNJ*

**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.) *NO*
- 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, GARY DELLAMONTE, 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 May 2018

[Signature]  
Notary Public

ROBERTA K. PREYER  
Notary Public, State of New York  
No. 01PR0146059  
Qualified in New York County  
Commission Expires Aug. 12, 2019

Dellamonte PC  
Name of submitting business

GARY J. DELLAMONTE  
Print name

[Signature]  
Signature

Principal  
Title

07 / 13 / 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: 7/17/2018

1) Proposer's Legal Name: DeLamara PC

2) Address of Place of Business: 381 Park Ave South, NY, NY 10016

List all other business addresses used within last five years:

None

3) Mailing Address (if different): Same

Phone: 212-561-8797

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 82-5270332

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

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

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

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

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒



If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No ✓ If Yes, provide details for each such conviction. \_\_\_\_\_

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

Conformance with N.Y.C. Code of Professional Responsibility

- 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:

*attach*

- i) Date of formation; *April 2018*
- 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); *NY*
- v) The number of employees in the firm; *1*
- vi) Annual revenue of firm; *\$1M*
- vii) Summary of relevant accomplishments *attach*
- viii) Copies of all state and local licenses and permits.

*Gary Dellavon  
90 H. H. H. Ave  
Hastings on Hudson,  
NY 10706*

- B. Indicate number of years in business. *61*
- 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 *submitted in proposal MTA*

Contact Person *Margaret Connor*

Address *2 B-way*

City/State *NY, NY*

Telephone *212-878-7017*

Fax # \_\_\_\_\_

E-Mail Address *mconnore@mta.org*

Company ~~Submitted in person~~ P.A.A.H. of NY, Inc  
Contact Person Michael Farbiarz  
Address 4 World Trade Center  
City/State NY NY  
Telephone 212-435-3515  
Fax # \_\_\_\_\_  
E-Mail Address mfarbiarz@panynj.gov

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Company ~~Submitted in person~~ N.Y. Power Auth.  
Contact Person Lori Alessio  
Address 123 Main St.  
City/State White Plains, NY  
Telephone 914-287-3454  
Fax # \_\_\_\_\_  
E-Mail Address lori.alessio@nypan.org



Contact

**Gary J. Dellaverson**

**Special Counsel**

New York

+1.212.969.3584

gdellaverson@proskauer.com

Gary J. Dellaverson is a special counsel in the Labor & Employment Law Department.

Having served as Chief Labor Negotiator and, most recently, Chief Financial Officer to the MTA, the largest public transportation company in the U.S., Gary brings extensive public sector experience to the firm. Over the course of his 19-year career at the MTA, he led numerous high-profile negotiations, including the settlement of the illegal 2005 citywide transit strike and efforts to sell the West Side Rail Yards and Atlantic Yards, paving the way for among the largest redevelopment projects in New York City in more than a decade as well as hundreds of collective bargaining agreements, including dozens under the Railway Labor Act, a federal law that governs labor relations in the railway and airline industries. He also designed and led the MTA's efforts to secure stable funding, which resulted in a \$2 billion package enacted by the State of New York in 2010.

Prior to joining the MTA, Gary served as Deputy Fire Commissioner for the City of New York and, before that, as Assistant Labor Counsel in City Hall in the administration of Mayor Ed Koch. He began his career in private practice.

Practices

## Labor & Employment

## Education

New York University School of Law, J.D., 1979

Columbia University, Columbia College, B.A., 1975

## Admissions & Qualifications

New York

## Court Admissions


U.S. District Court, New York, Southern District

**CERTIFICATION**

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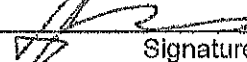
I, Gary Dellamora, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that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

Sworn to before me this 13 day of July 2018

  
ROBERTA K. FREYER  
Notary Public, State of New York  
No. 01PR6146059  
Qualified in New York County  
Commission Expires Aug. 12, 2018

Name of submitting business: Dellamora, PC

By: Gary Dellamora  
Print name

  
Signature

Partner  
Title

7, 13, 2018  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: DELLAUBRON PC

Address: 381 Park Ave S.W. #720

City, State and Zip Code: NY, NY 10016

2. Entity's Vendor Identification Number: 82-5290332

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):

GARY T. DELLAUBRON

90 H/Wide Ave

Hastings on Hudson, NY 10706

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

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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.

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None

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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):

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None

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(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):

No

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

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

Dated: 7/13/2018

Signed: 

Print Name: Gary Dougherty

Title: Principal

**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.



# DELLAVERSON, P.C.

381 Park Avenue South Suite 720  
New York, N.Y. 10016  
(212) 561-8797  
gjd@dellaversonpc.com

May 18, 2018

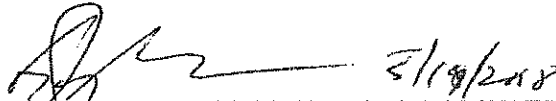
USI Insurance Services  
14 Cliffwood Avenue  
Suite 310  
Matawan, NJ 07747

RE: Lawyers Professional Liability Insurance  
Policy Number:

Account# 4769101

This is to acknowledge that after inquiry, I am not aware of any claims and/or circumstances, acts, errors or omissions that could result in a professional liability claim since my last application was signed on 4-11-2018.

This will also certify that to the best of my knowledge, the information given on the application is unchanged since it was completed, to be effective and incorporated by my/our execution hereon.

  
\_\_\_\_\_  
Signature of Owner, Officer or Partner of Firm

# Lawyers Professional Liability Insurance Attorney Roster

Name of Firm: Dellaverson, PC

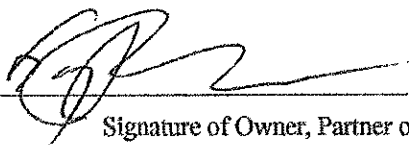
All lawyers must be listed to be considered as Insureds. Of Counsel Lawyers need not be listed unless individual coverage is desired.

Lawyer's Name:	Designation Code:*	Bar Association(s):	Date of Hire:	Prior Acts Date:	Number of Hours per week:
Gary Dellaverson	SP			06/15/2018	26

\*Designation Codes: (Need to capture in the spreadsheet)

- O** Officers, Directors or Shareholders of the corporation who are licensed lawyers.  
**E** Employee lawyers (must be employee of applicant).  
**PT** Part-Time lawyers (Works less than 1,000 hours per year).

- P** Partners of a partnership.  
**C** Of Counsel attorneys for whom coverage is desired.  
**S** Sole proprietor.



Signature of Owner, Partner or Officer

5/19/2012

Date



AFFINITY

14 Cliffwood Ave, Suite 310  
Matawan, NJ 07747

Page 3 of 3

Quote Number: APP80547101

Account Number: 4769101

Quote

Expiration Date: 06/01/2018

### ORDER TO BIND

I/We request and authorize the issuance of a Lawyers Professional Liability Insurance Policy as per the option selected below.

I/We understand that this policy will not provide coverage for legal services provided prior to the retroactive date(s) listed.

I/We acknowledge that, after inquiry, there are no known claims, circumstances, acts, errors, omissions that could result in a professional liability claim since completion of the most recent application and supplements for the law firm named herein as insured.

I/We acknowledge that to the best knowledge, the information given on the application and supplements used to elicit these quotations for insurance remain unchanged since they were completed and can be effective and incorporated by execution hereon.

### LIMIT AND DEDUCTIBLE OPTIONS

Option	Limit of Liability	Deductible	Premium	Taxes	Fees	Total Payment	Down Pmt	Select Option
1	\$ 1,000,000/\$ 1,000,000	\$ 5,000	\$ 949.00		0	\$ 949.00	N/A	<input checked="" type="checkbox"/>

#### Payment Plans:

Net premium due within 10 days of the effective date unless other arrangements are in place with USI Affinity.

Please complete, sign, date and return this form to confirm desired coverage. If multiple options were quoted, be certain you have put an X next to the option you have selected above.

SIGNATURE OF PRINCIPAL

5/19/2018

DATE

Insured: Dellaverson, PC

Eff Date: 06/15/2018

Retro: 06/15/2018

## SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, 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 for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Dellaverson, P.C., with an office located at 90 Hillside Avenue, Hastings-on-Hudson, New York 10706 ("Counsel" or "Contractor").

### W I T N E S S E T H:

WHEREAS, the County is currently negotiating collective bargaining agreements with the County's six unions; and

WHEREAS, pursuant to Nassau County Charter Section 1101 and Nassau County Administrative Code Section 22-2.8, the County Attorney has determined the need for the employment of special counsel to assist in providing collective bargaining negotiation support; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on August 1, 2018 and shall terminate on July 31, 2020, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods.

2. Services. (a) The services to be provided by Counsel under this Agreement (the "Services") shall consist of representing the County in "at the table" collective bargaining negotiation, as well as collective bargaining support in its negotiations with the following County unions (collectively, the "Unions"): Police Benevolent Association ("PBA"); Civil Service Employees Association ("CSEA"); Police Superior Officers Association ("SOA"); Police Detectives Association ("DAI"); Sheriff's Correction Officers Benevolent Association ("COBA"); and Investigators Police Benevolent Association ("IPBA"). The Services to be performed by Counsel under this Agreement shall include, but are not limited to, the following:

- (1) Introduce and familiarize themselves with County finances and personnel;
- (2) Identify and review management proposals;
- (3) Make informal introductions with the Union leaders;
- (4) Conduct collective bargaining with each certified Union representative;
- (5) Work with the County to formulate bargaining proposals and positions;
- (6) Work with the County to analyze hypothetical and proposed Union proposals and contract provisions;
- (7) Perform costing analysis based upon County's and Union's proposed bargaining points/proposals;
- (8) Identify target leadership at the Unions;
- (9) Frequently work with County leadership to design scenarios;
- (10) Perform routine, periodic status reviews with County leadership;
- (11) If settlements appear unlikely, commence preparation for impasse/fact finding resolution;

- (12) If litigation related to the collective bargaining negotiations commences, Counsel shall assist the County and/or County's outside counsel in initial preparation;
- (13) If negotiations continue, Counsel shall pursue more complex bargaining strategies, and prepare management for morale and possible disruption impacts.

(b) The Department may, in its sole discretion, authorize any changes or additions to the scope of Services set forth above.

(c) Counsel shall submit to the Department or Department designee monthly status reports detailing its progress throughout the term of this Agreement. At the Department's request, Counsel shall meet with County personnel to discuss the status of the negotiations and address any concerns raised by the Department.

(d) When providing the Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein.

3. Payment. (a) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Five Hundred Eighty-five Thousand Dollars (\$585,000.00) ("Maximum Amount"). The Maximum Amount shall be payable as follows:

- (1) Payment Schedule. The County shall pay Counsel Twelve Thousand Five Hundred Dollars (\$12,500.00) per month for the first two months of this Agreement. Beginning in the third (3<sup>rd</sup>) month of this Agreement, and for each month thereafter, the County shall continue to pay Counsel Twelve Thousand Five Hundred Dollars (\$12,500.00) per month until collective bargaining sessions commence, whereupon the monthly rate payable to Counsel shall be increased to Twenty-five Thousand Dollars effective on the day of the first collective bargaining session. Collective bargaining sessions shall be deemed to have commenced on the day of the first official collective bargaining session under the New York State Labor Law, between the County, represented by Counsel, and one of the Unions, represented by a certified Union representative. If collective bargaining sessions begin in the first two (2) months of this Agreement, the County shall only pay Twelve Thousand Five Hundred Dollars (\$12,500.00) per month for these two (2) months and the monthly rate shall increase to Twenty-five Thousand Dollars (\$25,000.00) on day one (1) of the third (3<sup>rd</sup>) month. Payment for any month in which collective bargaining sessions commence after day one (1) of the month and after the first two (2) months of this Agreement, shall be prorated between Twelve Thousand Five Hundred Dollars (\$12,500.00) and Twenty-five Thousand Dollars (\$25,000.00) monthly rates, based on the actual number of days in the month. Once the Twenty-five Thousand Dollars (\$25,000.00) monthly rate first becomes effective, the County reserves the right to suspend Services upon email written notice with the suspension effective one (1) day after transmission of the email. Payment for any month in which Services are suspended shall be prorated between the current monthly rate and no charge, based on the actual number of days in the month. The County may request that Counsel resume Services following suspension upon email written notice, with the resumption of Services effective one (1) day after transmission of the email, or immediately if mutually agreed by the County and Counsel, at either the Twelve Thousand Five Hundred Dollars (\$12,500.00) monthly rate if collective bargaining sessions are not taking place at the time of resumption, or Twenty-five Thousand Dollars (\$25,000.00) monthly rate if collective bargaining sessions are

taking place at the time of resumption. If resumption does not involve collective bargaining session Services upon resumption, but collective bargaining session Services resume thereafter, then the County shall pay a rate of Twelve Thousand Five Hundred Dollars (\$12,500.00) per month until such time as collective bargaining sessions resume, whereupon the monthly rate payable by the County to Counsel shall increase to Twenty-five Thousand Dollars (\$25,000.00), effective on the first day that collective bargaining sessions resume. At all times, the County reserves the right to terminate this Agreement immediately, for any or no reason in accordance with Section 13 of this Agreement.

- (2) Maximum Amount for Expenses and Disbursements. In addition to the fee described in Section 3(a)(1) above, Counsel shall be reimbursed for the actual cost of expenses and disbursements, which shall not exceed a maximum amount of Ten Thousand Dollars (\$10,000.00). Expenses and disbursements that are eligible for reimbursement by the County are more fully described in Section 3(d) below.
- (3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the first encumbrance shall be One Hundred Five Thousand Dollars (\$105,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a record indicating with reasonable specificity the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (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 upon (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. Counsel shall submit its claim 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) Expenses and Disbursements. Counsel shall be compensated for reasonable and actual expenses and disbursements incurred within the maximum amount that is allocated for expenses and disbursements in Section 3(a)(2) above. The expenses and disbursements reimbursable to Counsel under this Agreement shall be limited to reasonable and actual travel costs allowable in accordance with the Guidelines. All other expenses and disbursements shall be borne by Counsel, unless the County Attorney or his designee gives their prior written approval and the expense or disbursement is authorized under the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of



this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such Services. Payments to Counsel for Services performed prior to termination for any partial month shall be prorated between the monthly rate currently in effect and no charge, based on the actual number of days in the month.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel 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. Counsel 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. Counsel 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, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's 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, Counsel agrees as follows:

- (i) Counsel 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. Counsel 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 Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement 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. Counsel acknowledges that Counsel 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 Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel'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 Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel 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 Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel 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 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel'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 Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any or no reason, with or without Cause, by the County immediately upon receipt by Counsel of written notice of termination, (ii) upon mutual written Agreement of the County and the Counsel, and (iii) 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel 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 Counsel 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 Counsel'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) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement, Counsel 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 Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel 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 or such other standard accounting principles that are acceptable within the industry and, if Counsel 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.

15. 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, Counsel 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. Counsel 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 Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. 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.

18. Notices. Except as provided in Section 3 of this Agreement, 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 Counsel 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 Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. 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.

20. 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.

21. Administrative Service Charge. Counsel 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 201-2001, and as further amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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 requisite 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, 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.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars (\$50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than \$50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than \$50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars (\$50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars

(\$50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

- (A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap.
- (B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

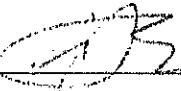
Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

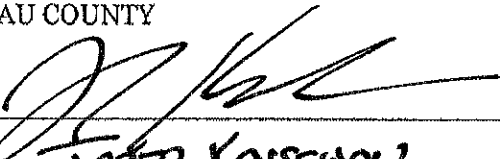
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IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

DELLAVERSON, P.C.

By:   
Name: GARY DELLAVERSON  
Title: Principal  
Date: 7/13/2018

NASSAU COUNTY

By:   
Name: JARED KARSCHAUER  
Title: County Attorney  
Date: 7/13/18

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 13<sup>th</sup> day of July in the year 2018 before me personally came Ray T. Dellavero to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Principal of Dellavero, 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.

[Signature]  
NOTARY PUBLIC

ROBERTA K. FREYER  
Notary Public, State of New York  
No. 01PR6146059  
Qualified in New York County  
Commission Expires Aug. 12, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 13 day of July in the year 2018 before me personally came Joel P. Kesscha 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 County Attorney, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

[Signature]  
NOTARY PUBLIC

NICHOLAS P. SARANDIS  
NOTARY PUBLIC, State of New York  
No. 4761519  
Qualified in Nassau County  
Commission Expires Dec. 31, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

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

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

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

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

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

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

1. The chief executive officer of Contractor is:

GARY T DELAVERA (Name)  
381 Park Ave South #720, NY, NY 10016 (Address)  
212-561-8797 (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 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 not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

7/13/2018  
Dated

  
Signature of Chief Executive Officer

GARY T. DELL'AQUILA  
Name of Chief Executive Officer

Sworn to before me this

13 day of July, 2018.

  
Notary Public

ROBERTA K. PREYER  
Notary Public, State of New York  
No. 01PR6146059  
Qualified in New York County  
Commission Expires Aug. 12, 2018



Nassau County  
Office of Purchasing

A-40-2018

Staff Summary A-40-2018

Subject: Cesspool Cleaning (S/B # 96220-05038-047)
Department: Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature: <i>Melissa Gallucci</i>

Date: May 25, 2018
Vendor Name: United Cesspool Services, Inc.
Contract Number: A-40-2018
Contract Manager Name: Kimberly Stanton, Buyer

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
<i>H/W</i> <i>7/23/18</i>	Budget	<i>7/19/18</i>	County Atty.
	Deputy C.E.		County Exec.

**Narrative**

**Purpose:** To authorize and award a blanket purchase order for Cesspool Cleaning for various Nassau County Agencies.

**Discussion:** This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where seven (7) vendors viewed the bid. One (1) vendor submitted a bid. United Cesspool Services, Inc., located in Oakdale, New York and in Nassau County submitted bids for all the items.

**Impact on Funding:** The estimated annual cost of this contract over One Hundred Thousand Dollars (\$100,000.00) from general funds.

**Recommendation:** Office of Purchasing recommends an award be given to United Cesspool Services, Inc. as the lowest responsible bidder meeting specifications.

APPROVED:

*[Signature]* 7/19/18

INSURANCE SECTION

(DATE)

DEPT. OF THE TREASURY AND  
REVENUE ADMINISTRATION

JUL 23 2018

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 VARIOUS NASSAU COUNTY AGENCIES AND UNITED CESSPOOL SERVICES, INC

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids 96220-05038-047 for Cesspool Cleaning for Various Nassau County Agencies as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, United Cesspool Services, 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 United Cesspool Services, 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.

Vendor: United Cesspool Service Inc

Dated: 4.30.18

Signed:

Print Name:

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

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

BIDDER SIGN HERE

R. McCreary  
BIDDER

V. Pres.

TITLE

Page 2 of 4

*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*

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*R. McLean*  
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*V. Pres*

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. 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: 4.30.18

Signed:

Robert T. McInerney

Print Name:

Robert T. McInerney

Title:

V. Pres.

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R. McInerney

BIDDER

V. Pres.

TITLE

Page 4 of 4:

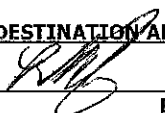
**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, 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.

**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.

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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 Robert T. McInerney  
Date of birth 05 / 24 / 1965  
Home address 127 South Ocean Avenue Unit N  
City/state/zip Pittsford, N.Y. 11772  
Business address P.O. Box 416  
City/state/zip Orangetown N.Y. 11769  
Telephone 631-750-6000  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
☒ Vice President 01 / 10 / 08 \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details. 50% ownership of United Cesspool Service Inc
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒ If Yes, provide details.

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

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[Signature]  
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[Signature]  
TITLE

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

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

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TITLE

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

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**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 T. McInerney, 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 30 day of April 2018



Lisa A Ravener  
Notary Public

United Cesspool Service, Inc

Name of submitting business

Robert T. McInerney

Print name

Robert T. McInerney

Signature

V. Pres

Title

04 / 30 / 18

Date

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[Signature]  
BIDDER

[Signature]  
TITLE

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name MICHAEL W. STALLANTE  
Date of birth 06/26/1957  
Home address 30 DOGES TROAI-  
City/state/zip LINDENHURST, NY, 11757  
Business address PO BOX 416  
City/state/zip OAKDALE, NY, 11769  
Telephone 631-750-6000  
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 01/10/08 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% OWNERSHIP OF UNITED CESSPOOL SER., INC.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_\_ NO ☒ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_\_ NO ☒ If Yes, provide details.

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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.

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

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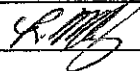
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TITLE

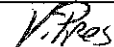
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation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

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

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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, Michael W. Stallone, 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.

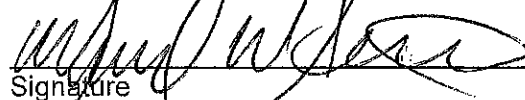
Sworn to before me this 30<sup>th</sup> day of APRIL 2018

  
Notary Public

GARY R. SISK  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 02814688525  
Qualified in Suffolk County  
Commission Expires June 30, 2019

Unites Cesspool Service Inc  
Name of submitting business

Michael W. Stallone  
Print name

  
Signature

President  
Title

4 / 30 / 18  
Date

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

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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: 4/30/18

1) Proposer's Legal Name: United Caspool Services Inc

2) Address of Place of Business: 1485 Montack Hwy Oakdale, NY 11769

List all other business addresses used within last five years:

3) Mailing Address (if different): P.O. Box 416 Oakdale, NY 11769

Phone: 631-750-6000

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 01-729-8117

5) Federal I.D. Number: 80-0151807

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

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

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

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

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

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V. Pres

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. \_\_\_\_\_

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

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BIDDER

TITLE

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

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

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

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

17) Conflict of Interest:

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

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

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

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

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

If a conflict arise we would seek guidance from the County and then take steps to correct the situation.

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

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

i) Date of formation;

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

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BIDDER

  
TITLE

# *United Cesspool Service, Inc.*

---

April 30, 2018

United Cesspool Service Inc.  
PO Box 416  
Oakdale, New York 11769

**FEIN #** 80-0151807

**Incorporated:** in January 2008, as an S-Corp.

**State of Incorporation:** New York.

**Employees:** 11

**Annual Revenue:** \$3,500,000

**Principals:**

Michael W. Stallone -30 Doges Promenade Lindenhurst NY 11757 – President 50% Owner

Robert T. McInerney 127 S. Ocean Avenue / Unit N Patchogue NY 11757 – V. President 50% Owner

Mr. Stallone and Mr. McInerney have each been in the Liquid Waste hauling and Septic Service industry for over 30 years.

United Cesspool Service Inc. provides service for a broad array of customers from the Commercial, Industrial, and Municipal markets.

With annual revenue in excess of 3.5MM United Cesspool Service Inc. has the personnel, equipment, and financial resources to handle contracts of this size and scope.

Should you require any additional information please do not hesitate to contact us.

Best Regards,



Robert T. McInerney  
United Cesspool Service Inc

- 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 Long Island Railroad

Contact Person Daphne Reere Louis - Contract Specialist

Address 144-41 94<sup>th</sup> Avenue, 3<sup>rd</sup> floor

City/State Jamaica, NY 11435

Telephone 718 725-2670

Fax # —

E-Mail Address dplouis@lirr.org

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

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R. McCreary  
BIDDER

V. Pres.

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
96220-05038-047

Company Nature's Bounty Vitamin Corp (NBTC)  
Contact Person Lance Sirota  
Address 2100 Smithtown Blvd  
City/State Selden NY 11716  
Telephone (718) 350-1379  
Fax # ~~(718) 350-1379~~  
E-Mail Address lance.sirota@abm.com

---

Company Long Island Developmentally Disabled Service Office (LDDSO)  
Contact Person German. Seelano  
Address 45 Mall Drive  
City/State Commack, NY  
Telephone 631 326-4414  
Fax # —  
E-Mail Address German.Seelano@OPWDD.NY.GOV

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BIDDER

  
TITLE

Date: May 24, 2018

Bid #96220-05038-047

Buyer: Kimberly Stanton

Vendor: United Cesspool Services, Inc.  
PO Box 416  
Oakdale, NY 11769

### **Confirmed References**

- 1) Long Island Railroad (LIRR)  
Email from Daphna P Louis ( [dplouis@lirr.org](mailto:dplouis@lirr.org) ) (718) 725-2670  
Vendor, United Cesspool – “Services are excellent. Punctuality, reliability, emergency call response time and flexibility is satisfactory. So far their integrity and ease to work with is outstanding.”
- 2) Natures Bounty Vitamin Corp  
Email from Lance Sirota ( [lance.sirota@abm.com](mailto:lance.sirota@abm.com) ) (718) 350-1379  
Vendor, United Cesspool – “Nothing but good!!! We have used them for years and are extremely happy on all accounts.”
- 3) Long Island Developmentally Disabled Service Officers  
Email from German Seranno ( [german.seranno@opwdd.ny.gov](mailto:german.seranno@opwdd.ny.gov) ) (631) 326-4414  
Vendor, United Cesspool - “Has been one of the most reliable vendors we have. Anytime we need service, they show up and do a good job. LIDDSO Homes have no complaints with this vendor.”

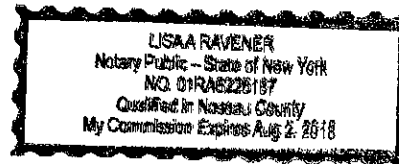
CERTIFICATION

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 T. McInerney, 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 30 day of April 2018

[Signature]  
Notary Public



Name of submitting business: Unites Cesspool Service Inc

By: Robert T. McInerney

Robert T. McInerney  
Print name

[Signature]  
Signature

V. Pres.

Title

4, 30, 18

Date

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

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[Signature]  
BIDDER

V. Pres.

TITLE



Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: United Cesspool Service Inc  
Address: P.O. Box 416  
City, State and Zip Code: Oakdale New York 11769
2. Entity's Vendor Identification Number: 80-0151807
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ S-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 W. Stallone - 30 Doges Promenade Lindenhurst, NY 11757 50%  
Robert T. McInerney 127 S. Ocean Ave Unit N Patchogue, NY 11772 50%

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

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

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R. McInerney

BIDDER

V. Pres.

TITLE

Page 2 of 4

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

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

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

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R. M. Drury  
BIDDER

V. Pres.  
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: 4/30/18

Signed: Robert T. McInerney  
Print Name Robert T. McInerney  
Title: V. Pres.

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

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[Signature]  
BIDDER

V. Pres.  
TITLE

Page 4 of 4:

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

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

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BIDDER

  
TITLE

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-40-2018**  
**FROM:** MELISSA GALLUCI-COMMISSIONER OF SHARED SERVICES  
**DATE:** JULY 18, 2018  
**SUBJECT:** RESOLUTION-VARIOUS NASSAU COUNTY AGENCIES

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 OF OVER ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES TO UNITED CESSPOOL SERVICES INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE CESSPOOL CLEANING FOR VARIOUS NASSAU COUNTY AGENCIES.

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

---

MELISSA GALLUCCI  
COMMISSIONER OF SHARED SERVICES

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



OFFICE OF PURCHASING  
SUMMARY OF BIDS  
OPENED: MAY 3, 2018 AT 11 A.M.  
BID NO: 96220-05038-047  
REQ. NO: N/A  
TITLE: CESSPOOL CLEANING

ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	DETAILS OF AWARD	
																	AWARD TO NO.	AMOUNT
1	CESSPOOL PUMPING		GAL	0.165														
2	ADDING CHEMICAL TO CESSPOOL		GAL	125.00														
3	ROTOR ROOTING OF CESSPOOL		FT	3.50														
4	GREASE TRAPS: PUMPING OUT/IN CONDUCTION W/ REG CALL		GAL	0.395														
5	GREASE TRAPS: PUMPING OUT/IN CONDUCTION W/ REG CALL		GAL	0.395														
6	PUMPING OF RAINWELL		GAL	0.165														
7	SEPTIC TANKS: PUMPING OUT/IN CONDUCTION W/ REG CALL		GAL	0.165														
8	SEPTIC TANKS: PUMPING OUT/IN CONDUCTION W/ REG CALL		GAL	1.165														
9	AERATION		CESSPOOL	95.00														
10	REPLACING BROKEN TRAP CAP		EA	25.00														
11	LOCATING, DIGGING UP & TUBING OF CESSPOOLS		FT	85.00														
12	BACK WASHING		CESSPOOL	95.00														
13	SEWER JETTING		LINE	350.00														
14	AUGERING TOILET BOWLS		EA	175.00														
15	OPENING OF PIPES TO REMOVE OBJECTS		EA	300.00														
16	USE OF FIBER OPTIC TRANSMISSION		EA	350.00														
B1	REGULAR HOURLY RATE		HR	120.00														
B2	EACH ADDITIONAL 1/4 HOUR		1/4 HR	30.00														
PARTS B3	MANUFACTURER'S LIST PRICE (MLP) LESS		%	0%														
B4	COST PLUS %		%	25%														
OT B4	MINIMUM CHARGE (IF ANY)		\$	350.00														
B5	REGULAR HOURLY RATE		HR	240.00														
B6	EACH ADDITIONAL 1/4 HOUR		1/4 HR	60.00														
PREPARED BY																		

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

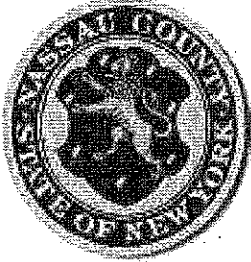
5/3/18

PUBLIC BID OFFICER

*Claudia Colasurdo*

*Conclash*

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 96220-05038-047
	<b>COUNTY OF NASSAU</b>  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: 04/19/18
			BID OPENING DATE 05/03/2018 11:00 A.M. E.D.S.T.
BUYER Kimberly Stanton	TELEPHONE: 516-571-6679	REQUISITION NUMBER	

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: CESSPOOL CLEANING

- 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 BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH 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 1% PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

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

DELIVERY MADE TO:  VARIOUS COUNTY AGENCIES	GUARANTEED DELIVERY DATE  DAYS AFTER RECEIPT OF ORDER  EMPLOYERS FEDERAL TAX ID NUMBER <u>80-051801</u>
--	--

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER <u>United Cesspool Service Inc.</u>			
ADDRESS <u>PO Box 416</u>			
CITY <u>Oakdale</u>	STATE <u>N.Y.</u>	ZIP CODE <u>11769</u>	TELEPHONE <u>631-750-6000</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>Robert T. McInerney</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>Robert T. McInerney</u>	

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

## BID TERMS AND CONDITIONS

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

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 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing



## DISCLOSURE STATEMENT

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

Bidders Name: United Cesspool Service Inc  
Address: PO. Box 416 Oakdale, N.Y. 11769  
Telephone No: 631 750-6000 Fax No: 631-750-6002

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.

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QUALIFICATION STATEMENT

BIDDER'S NAME: United Cesspool Service Inc

ADDRESS: PO Box 416 Oyster Bay, NY 11769

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 Michael W. Stallone • 30 Days Promenade Linstead NY 11757

VICE PRESIDENT Robert T. McInerney 122 S. Ocean Ave. Patchogue NY 11772

SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes  
IF SO WHEN? \_\_\_\_\_

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 10

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

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

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<u>M. Stallone</u>	<u>President</u>	<u>35</u>		<u>Owner</u>
<u>R. McInerney</u>	<u>V. President</u>	<u>35</u>		<u>Owner</u>

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

We are the incumbent service provider

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R. McInerney  
BIDDER

V. Pres  
TITLE

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

Michael W. Stallone President  
Robert T. McHenry V. 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: Long Island Railroad

ADDRESS: All Long Island Railroad stations - 39 locations

TELEPHONE: (718) 725-2670 CONTACT PERSON Daphnie Freere Lewis

CONTRACT DATE: June 2017 through Dec 2018

2. REFERENCE'S NAME: Norfolk County (NCTY)

ADDRESS: 105 Oreville Drive  
Bohemia NY

TELEPHONE: (718) 350-1379 CONTACT PERSON Lance Sirota

CONTRACT DATE: 3/2013 - present

3. REFERENCE'S NAME: Tates Bakery

ADDRESS: 62 Pine Street  
E. Mastic NY

TELEPHONE: 631 780-6511 CONTACT PERSON Victor Rosario - Director of Maint Ops.

CONTRACT DATE: 4/2017 through present

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R. McHenry  
BIDDER

V. Pres  
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.

Robert T. McCreary, United Construction Co., Inc.

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R. McCreary

BIDDER

V. 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, 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.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

BIDDER SIGN HERE



BIDDER



TITLE



**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.

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

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BIDDER

  
TITLE

**INTENT**

**SCOPE:** It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing CESSPOOL CLEANING service 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.

**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.**

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

**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.

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

**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.

**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:** 90 **DAYS AFTER BID OPENING**

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

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BIDDER

  
TITLE

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

**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.  
365 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.

**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.

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

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BIDDER

  
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>

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

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BIDDER

  
TITLE

**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: \_\_\_\_\_

N/A

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:

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

A) Certificate of Insurance name the County of Nassau as co-insured: Old Dominion Ins. WIV 85063

Or

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

**NASSAU COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED**

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

BIDDER SIGN HERE

*RMB*

BIDDER

*P. Jones*

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.

**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.

**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.

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

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

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BIDDER



TITLE

**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.

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

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

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

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

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

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BIDDER

  
TITLE

## NOTICE

READ THIS PAGE OF THE BID CAREFULLY

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

### RIGHT TO KNOW LAW AND "OSHA"

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


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

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

#### CERTIFICATION:

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

**X**   
Signature

  
Title

4/30/18  
Date

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

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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 30 day of April, 20 18 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor:

United Cesspool Service Inc

Address:

P.O. Box 416

Street:

City, Town, etc:

Oakdale N.Y. 11769

Telephone:

631-750-6000

Title:

If applicable, responsible Corporate Officer

Name

Robert T. McInerney

Title

V. Pres

Signature:

Robert T. McInerney

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

R. McInerney

BIDDER

V. Pres

TITLE

**MANUFACTURER'S CERTIFICATE**

**THIS IS TO CERTIFY:**

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

---

---

---

\_\_\_\_\_  
Manufacturer

\_\_\_\_\_  
Signature

Title

**FURTHERMORE:**

That we authorize

---

---

(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.

\_\_\_\_\_  
Manufacturer

\_\_\_\_\_  
Signature

Title

\_\_\_\_\_  
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.

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

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BIDDER



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

NY STATE LABOR LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever is greater", or similar language.

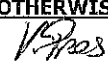
Living Wage

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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.

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:

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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:

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.

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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 – 4<sup>th</sup> 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 § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

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

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**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.

**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.

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

**Ordinance # 72-2014**

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at <https://eproc.nassaucountyny.gov/SupplierRegister>

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**SPECIFICATIONS/PRICING:**

**CESSPOOL CLEANING GENERAL REQUIREMENTS**

- 1 CONTRACTOR SHALL PERFORM ONLY THE SERVICES SPECIFICALLY STATED IN THIS BID UNLESS FORMAL AMENDMENTS AUTHORZE ADDITION OR DELETION OF SERVICE.
- 2 ALL CHEMICALS ADDED TO CESSPOLS SHALL BE OF STANDARD COMMERCIAL QUALITY AND SHALL BE ENVORONMENTALLY SAFE FOR USE IN NASSAU COUNTY.
- 3 THE CONTRACTOR SHALL SUBMIT A WORK REPORT OF EACH SERVICE CALL DESCRIBING THE SERVICE PERFORMED AND LIST ALL CHEMICALS USED. DOCUMENTATION OF EACH SERVICE CALL, ATTESTING TO THE SERVICE RENDERED AND COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE USING AGENCY, MUST ACCOMPANY EACH CLAIM FOR BILLING.
- 4 THE CONTRACTOR WILL FURNISH ALL LABOR, MATERIALS, TRANSPORTATION, TOOLS AND EQUIPMENT NEEDED.
- 5 On all jobs performed by the contractor, job location shall be restored to a safe and aesthetically acceptable condition prior to departure.
- 6 Vendor must be able to work at multiple sites at any given time.
- 7 Proof of adequate qualified employees may be requested prior to award.
- 8 Contractor must be on site within 4 hours after being notified by a Nassau County Representative.
- 9 Contractor must provide a 24-hour phone number to the using agencies.
- 10 The overtime hourly rate will be added to the invoice only if service is performed before 7:00 am or after 3:30 pm Monday through Friday and all of Saturdays, Sundays and Federal Holidays. Overtime cannot be charged for traveling to and from the site.
- 11 Overtime Rate will be applied for only 1 tech unless prior approval has been given by the using agency.
- 12 Materials will be billed at a cost +% and or Manufacture's List Price (MLP) less % Materials will be used in conjunction with labor rates for anything not covered in the line items that need to be done to assure the septic and cesspool systems are properly working. Contractor must have prior approval before using labor rates and materials.

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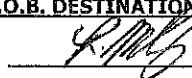
  
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<u>ITEM</u> <u>COMMODITY ID</u>	<u>U/M</u>	<u>COST</u>
1) CESSPOOL PUMPING- UNIT PRICE PER GALLON	EA	<u>.165</u> / PER GALLON
2) ADDING CHEMICAL TO CESSPOOL- UNIT PRICE PER GALLON	EA	<u>125</u> / PER GALLON
3) ROTOR ROOTING OF CESSPOOL- UNIT PRICE PER FOOT	EA	<u>3.50</u> /PER FOOT
4) GREASE TRAPS: PUMPING OUT OF GREASE TRAPS <u>IN CONJUNCTION WITH REGULAR CALL FOR PUMPING</u> <u>OUT CESSPOOL. - UNIT PRICE PER GALLON</u>	EA	<u>.395</u> /PER GALLON
5) GREASE TRAPS: PUMPING OUT OF GREASE TRAPS <u>WITHOUT</u> CALL FOR PUMPING OUT CESSPOOL - UNIT PRICE PER GALLON	EA	<u>.395</u> /PER GALLON
6) PUMPING OF RAINWELL- UNIT PRICE PER GALLON	EA	<u>.165</u> /PER GALLON
7) SEPTIC TANKS: PUMPING SEPTIC TANK <u>IN CONJUNCTION</u> REGULAR CALL FOR PUMPING CESSPOOLS OR GREASE TRAPS - UNIT PRICE PER GALLON	EA	<u>.165</u> /PER GALLON
8) SEPTIC TANKS: PUMPING SEPTIC TANK <u>WITHOUT</u> CALL FOR PUMPING CESSPOOLS OR GREASE TRAPS - UNIT PRICE PER GALLON	EA	<u>.165</u> /PER GALLON
9) AERATION- UNIT PRICE PER CESSPOOL	EA	<u>95</u> /PER CESSPOOL
10) REPLACING BROKEN TRAP CAP - UNIT PRICE PER EACH	EA	<u>25</u> /PER EACH
11) LOCATING, DIGGING UP AND TUBEING OF CESSPOOLS -UNIT PRICE PER FOOT (INCLUDES INSTALLATION OF PUMP TUBE)	EA	<u>85</u> /PER FOOT
12) BACK WASHING - UNIT PRICE	EA	<u>95</u> /PER CESSPOOL
13) SEWER JETTING (HIGH PRESSURE CLEANING) - UNIT PRICE PER LINE	EA	<u>\$350</u> /PER LINE
14) AUGERING TOILET BOWLS (CLEARING OF BLOCKAGES FROM BOWL) - UNIT PRICE PER EACH	EA	<u>175</u> /PER EACH
15) OPENING OF PIPES TO REMOVE OBJECTS - UNIT PRICE PER EACH	EA	<u>300</u> /PER EACH
16) USE OF FIBER OPTIC TRANSMISSION TO LOCATE CESSPOOLS AND BREAKS IN LINES - UNIT PRICE PER EACH	EA	<u>350</u> /PER EACH

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PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

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

B1) REGULAR HOURLY RATE at \$ 120 /hr.  
B2) EACH ADDITIONAL QUARTER HOUR at \$ 30 /¼ hr.

PARTS:

B3) MANUFACTURER'S LIST PRICE (MLP) LESS Ø %  
B4) COST PLUS % 25% %

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: 180 days  
LABOR: 180 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.

B4) MINIMUM CHARGE (IF ANY) \$ 350  
B5) REGULAR HOURLY RATE at \$ 240 /hr.  
B6) EACH ADDITIONAL QUARTER HOUR at \$ 60 /¼ hr.  
RESPONSE TIME 4 HRS

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

BIDDER SIGN HERE

[Signature]  
BIDDER

V. Pres.  
TITLE



**PART 364**  
**WASTE TRANSPORTER PERMIT NO. 1A-932**

Pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

**PERMIT ISSUED TO:**

UNITED CESSPOOL INC  
1485 MONTAUK HIGHWAY  
OAKDALE, NY 11769

CONTACT NAME: ROBERT MCINERNEY  
COUNTY: SUFFOLK  
TELEPHONE NO: (631)750-6000

**PERMIT TYPE:**

☐ NEW  
☒ RENEWAL  
☐ MODIFICATION

EFFECTIVE DATE: 04/12/2018  
EXPIRATION DATE: 04/11/2019  
US EPA ID NUMBER:

**AUTHORIZED WASTE TYPES BY DESTINATION FACILITY:**

The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
Advanced Waste and Water Technology	Farmingdale , NY	Non-Hazardous Industrial/Commercial	
Clear Flo Technologies Inc	Lindenhurst , NY	Non-Hazardous Industrial/Commercial Grease Trap Waste Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes Sludge from Sewage or Water Supply Treatment Plant	
NCSD#2 - BAY PARK STP	EAST ROCKAWAY , NY	Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes	
SUFFOLK CO SD#3 BERGEN POINT STP	WEST BABYLON , NY	Non-Hazardous Industrial/Commercial Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes Sludge from Sewage or Water Supply Treatment Plant	
Tully Environmental Inc d/b/a Clearbrook	Deer Park , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil Grease Trap Waste Septage only (residential) Non-Residential Raw Sewage or Sewage-Contaminated Wastes	

\*\*\* AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) \*\*\*

**NOTE:** By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the Environmental Conservation Law, all applicable regulations, and the General Conditions printed on the back of this page.

**ADDRESS:**

New York State Department of Environmental Conservation  
Division of Materials Management - Waste Transporter Program  
625 Broadway, 9th Floor  
Albany, NY 12233-7251

AUTHORIZED SIGNATURE: \_\_\_\_\_

Date: 02/14/18

**NOTICE**

PAGE 1 OF 3

This renewed permit is not valid until  
the effective date listed on the permit

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF MATERIALS MANAGEMENT

**PART 364**

**WASTE TRANSPORTER PERMIT NO. 1A-932**

Pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

**PERMIT ISSUED TO:**

UNITED CESSPOOL INC  
1485 MONTAUK HIGHWAY  
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CONTACT NAME: ROBERT MCINERNEY  
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EFFECTIVE DATE: 04/12/2018  
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**AUTHORIZED WASTE TYPES BY DESTINATION FACILITY: (Continued)**

The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
Tully Environmental Inc d/b/a Clearbrook	Deer Park , NY	Sludge from Sewage or Water Supply Treatment Plant	





UNITE-3

QP ID: NS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2018

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 certification does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Joseph P. O'Brien Agency, Inc. 454 New York Avenue Huntington, NY 11743		631-421-0505		CONTACT NAME: PHONE (A/C, No, Ext): 631-421-0505 FAX (A/C, No): 631-421-0063 E-MAIL ADDRESS:	
INSURED UNITED CESSPOOL SERVICE INC PO BOX 416 OAKDALE, NY 11769		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Granite State Insurance		23809	
		INSURER B: NATIONAL UNION FIRE COMPANY		19445	
		INSURER C: OLD DOMINION INSURANCE		40231	
		INSURER D:			
		INSURER E:			
INSURER F:					

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL. 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 <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	02-LX-011395193-1	07/02/2017	07/02/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" 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		02-CA-048194962-1	07/02/2017	07/02/2018	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		29-UD-062839731-1	07/02/2017	07/02/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	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	W1V85063	07/02/2017	07/02/2018	<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

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

THE GENERAL LIABILITY COVERS SEPTIC TANK SYSTEMS/CLEANING  
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED PER WRITTEN CONTRACT

## CERTIFICATE HOLDER

## CANCELLATION

NASSAU2		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
NASSAU COUNTY OFFICE OF CONSUMER AFFAIRS 240 OLD COUNTRY ROAD MINEOLA, NY 11501		
		AUTHORIZED REPRESENTATIVE 



## **Exhibit A**