1.
LEGISLATIVE CALENDAR
Documents:

8-6-18.pdf

2.
Agendas
Documents:

R-8-6-18.pdf

3.
Contracts
Documents:

A-39-18 NCWEB.pdf
A-40-18 NCWEB.pdf
A-45-18 NCWEB.pdf
E-87-18 NCWEB.pdf
E-88-18 NCWEB.pdf

L E G I S L A T I V E C A L E N D A R

NASSAU COUNTY LEGISLATURE — MINEOLA, NEW YORK
ELEVENTH MEETING — AUGUST 6, 2018 1:00P.M.
ELEVENTH MEETING OF 2018

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)

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

NASSAU COUNTY LEGISLATURE

12th 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

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

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

Nassau County

Office of Purchasing

Staff Summary A-39-2018

Subject: Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks. (S/B # 83070-04178-034)	Date: May 10, 2018
Department: Office of Purchasing	Vendor Name: Henrich Equipment Co. Inc.
Department Head Name: Melissa Gallucci	Contract Number A-39-2018
Department Head Signature Melissa Gallucci	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	06/05/2018	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.

APPROVED: 5/24/18

(DATE)

ENCUMBRANCE SECTION
REAL ESTATE, PURCHASE AND
FISCAL MANAGEMENT

2018 JUL 30 A 9:22

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 DEPARTEMNT 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

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 ROBERT MURPHY

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

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

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

Vendor: Henrich Equipment Co. Inc

Dated: 7/10/18

Signed:

Print Name: Robert Henrich

Title: C.E.O

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

BIDDER SIGN HERE _____ BIDDER

VICE PRESIDENT
TITLE

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

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: [signature]
Print Name: JOSEPH PEZDAN

Title: VICE PRESIDENT

Page 4 of 4:

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

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

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 631 293 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

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

BIDDER SIGN HERE _____ 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.

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

BIDDER SIGN HERE _____ BIDDER

VP
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 SIGN HERE _____ BIDDER

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, 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

KERRY A CALABRESE
Notary Public, State of New York
No. 01CA4952903
Qualified in Suffolk County
Commission Expires March 13, 2022

Henrich Equipment Co Inc
Name of submitting business

Robert J Henrich
Print name

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 _____ BIDDER

VP
TITLE

Robert Henrich

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

EXPERIENCE

CEO & President 1972 - Present
Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

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

EDUCATION

Huntington High School, Huntington 1972
Diploma

QUALIFICATIONS/CERTIFICATES

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

Robert J. Henrich

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

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

Experience:

Henrich Equipment Co Inc — June 2008-Present
Fuel Dispensing Equipment Distributor & Maintenance Provider — 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 — January 2005-June 2008
Purveyor of Rare and Organic Chinese Teas — 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 — January - May 2002
Spanish Premier IT Service Provider — 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

London School of Economics, Studied International Business Strategy Summer 2000

OTHER

Trilingual; Chinese, English and Spanish
Photography Enthusiast

henrich

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

NASSAU COUNTY DEPARTMENT OF HEALTH

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 | w: henrichinc.com
REVIEW US

The company accepts no liability for the content of this email, or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

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 1st floor North Entrance
Mineola, N.Y. 11501
Phone (516) 571-7720
Fax (516) 571-4263
E-Mail 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

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

HENRICH EQUIPMENT CO., INC
Name of submitting business

ROBERT JOSEPH HENRICH
Print name

Signature

C.O.O.
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 / 8 / 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 631 253 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

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, 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

HENRICH EQUIPMENT CO., INC
Name of submitting business

JOSEPH PEZDAN
Print name

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: 42 FIELD ST W. BABYLON N.Y. 11704

List all other business addresses used within last five years:
NONE

3) Mailing Address (if different): _____

Phone: 631 293 6920

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 04 920 4597

5) Federal I.D. Number: 11 2224526

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

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ✓ No ___ If Yes, provide details.
HENGLI PARTNERS LLC DBA ALTERNATE POWER SOLUTIONS

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

BIDDER SIGN HERE _____ **BIDDER**

VICE 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.

BIDDER SIGN HERE _____ **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 PERSONEL 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;

* 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 MT SINAI N.Y. 11766	CEO/PRES	90%
JOSEPH PEZDAN	1551 TANNER ST HOLBROOK N.Y. 11741	VP	5%
THOMAS McCLAIN	65 COLOMBUS AVE SMITHTOWN N.Y. 11787	NO LONGER EMPLOYED	5%
ROBERT E 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 _____ BIDDER

VP
TITLE

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

VP
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
83070-04178-034

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 20 18

Kerry A Calabrese
Notary Public

KERRY A CALABRESE
Notary Public, State of New York
No. 01CA4962903
Qualified in Suffolk County
Commission Expires March 13, 2022

Name of submitting business: HENRICH EQUIPMENT CO., INC

By: JOSEPH PEZDAN
Print name

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

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

COUNTY OF NASSAU

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

1. Name of the Entity: HENRICH 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 HAMLET DR MT SINAI N.Y. 11766
JOSEPH PEZDAN VP 1551 TANNER ST HOLBROOK 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 shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

ROBERT J. HENRICH 57 HAMLET DR MT. SINAI N.Y. 11766
JOSEPH PEZDAN 1551 TANNER ST HOLBROOK N.Y. 11741

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

BIDDER SIGN HERE _____ BIDDER

VICE PRESIDENT
TITLE

Thomas McCann 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.

Hengl. 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.

BIDDER SIGN HERE [signature] BIDDER

Vice President TITLE

(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: [signature]
Print Name: JOSEPH PEZDAD

Title: VICE PRESIDENT

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

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER 83070-04178-034

Dated: Ad. 04/05/2018

BID OPENING DATE April 17, 2018 11:00 A.M. E.D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
Timothy Funaro	516-571-7720	N/A

OPENED MAY - 3 2018 OFFICE OF PURCHASING

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

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

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

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

GUARANTEED DELIVERY DATE
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 Henrich Equipment Co Inc

ADDRESS 42 Field St

CITY W. Babylon STATE N.Y. ZIP CODE 11704 TELEPHONE 631 293 6920

SIGNATURE OF AUTHORIZED INDIVIDUAL

Joseph Prezdar
PRINT OR TYPE NAME OF SIGNER AND TITLE

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

BID TERMS AND CONDITIONS

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

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

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

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Director. Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: Henrich Equipment Co Inc

Address: 42 Field St W. Babylon N.Y. 11704

Telephone No: 631 2936920 Fax No: 631 293 8979

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

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

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

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

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

BIDDER SIGN HERE _____ **BIDDER** Vice President **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
83070-04178-034

QUALIFICATION STATEMENT

BIDDER'S NAME: Henrich Equipment Co Inc

ADDRESS: 42 Field St W. Babylon N.Y. 11704

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP ____

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

PRESIDENT Robert J Henrich 57 Hamlet Dr Mt. Sinai N.Y. 11766

VICE PRESIDENT Joseph Pezdan 1551 Tanner St Holbrook N.Y. 11741

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
Joseph Pezdan	VP	29	Veeder Root + UST Compliance All phases of fueling facility installation + compliance	
Enzo Vaccio	Est/Proj Mgr	36	All phases of fueling facility installation and compliance	

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

Henrich has installed and services V.R. Systems for Nassau C
supervised by Joseph Pezdan

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

BIDDER SIGN HERE _____ BIDDER

Vice President TITLE

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

Joseph 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: 52-35 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 Mamaroneck 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 [signature] BIDDER

Vice President TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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

BIDDER SIGN HERE _____ BIDDER

VICE PRESIDENT
TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

BIDDER SIGN HERE _____ BIDDER

VICE PRESIDENT
TITLE

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.

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.

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

BIDDER SIGN HERE _____ **BIDDER** _____ VICE PRESIDENT **TITLE**

Important Notice

Instructions for pages 13 -30, these pages must be fill 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**

COUNTY OF NASSAU

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

1. Name of the Entity: HENRICH 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 HAMLET DR MT SINAI N.Y. 11766
JOSEPH PEZDAN VP 1551 TANNER ST HOLBROOK 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 shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

ROBERT J. HENRICH 57 HAMLET DR MT. SINAI N.Y. 11766
JOSEPH PEZDAN 1551 TANNER ST HOLBROOK N.Y. 11741

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

BIDDER SIGN HERE _____ BIDDER

VICE PRESIDENT
TITLE

Thomas McCain 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.

Hengl. 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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BIDDER SIGN HERE _____ BIDDER

Vice President
TITLE

(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: [signature]
Print Name: JOSEPH PEZDAR

Title: VICE PRESIDENT

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

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BIDDER SIGN HERE _____ BIDDER

VICE PRESIDENT
TITLE

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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BIDDER SIGN HERE _____ BIDDER

VICE PRESIDENT
TITLE

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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BIDDER SIGN HERE _____ BIDDER

VICE PRESIDENT
TITLE

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: [signature]
Print Name: JOSEPH PEZDAN

Title: VICE PRESIDENT

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

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: 42 FIELD ST W. BABYLON N.Y. 11704

List all other business addresses used within last five years:
NONE

3) Mailing Address (if different): _____

Phone: 631 293 6920

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 04 920 4597

5) Federal I.D. Number: 11 2224526

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

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ✓ No ___ If Yes, provide details.
HENGLI PARTNERS LLC DBA ALTERNATE POWER SOLUTIONS

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BIDDER SIGN HERE _____ BIDDER

VICE 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. _____

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BIDDER SIGN HERE _____ **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 PERSONEL 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;

* 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 MT SINAI N.Y. 11766	CEO/PRES	90%
JOSEPH PEZDAN	1551 TANNER ST HOLBROOK N.Y. 11741	VP	5%
THOMAS McCLAIN	65 COLOMBUS AVE SMITHTOWN N.Y. 11787	NO LONGER EMPLOYED	5%
ROBERT T HENRICH	2 SILVER BEECH CT PORTOTT N.Y. 11773	C.O.O.	—

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BIDDER SIGN HERE _____ BIDDER

VP
TITLE

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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BIDDER SIGN HERE _____ BIDDER _____ VP TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
83070-04178-034

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 20 18

Kerry A Calabrese
Notary Public

KERRY A CALABRESE
Notary Public, State of New York
No. 01CA4962903
Qualified in Suffolk County
Commission Expires March 13, 2022

Name of submitting business: Henrich Equipment Co., Inc

By: Joseph Pezdan
Print name

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

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

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
83070-04178-034

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 I 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 631 293 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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BIDDER SIGN HERE _____ 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.

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 SIGN HERE _____ BIDDER

VP
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
83070-04178-034

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 3 day of April 2018

Kerry A Calabrese
Notary Public

KERRY A CALABRESE
Notary Public, State of New York
No. 01CA4962903
Qualified in Suffolk County
Commission Expires March 13, 2022

Henrich Equipment Co Inc
Name of submitting business

Robert J Henrich
Print name

Signature

CEO/PRES
Title

4 / 30 / 2018
Date

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BIDDER SIGN HERE _____ BIDDER _____ VP TITLE

Robert Henrich

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

EXPERIENCE

CEO & President 1972 - Present
Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

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

EDUCATION

Huntington High School, Huntington 1972

Diploma

QUALIFICATIONS/CERTIFICATES

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

Robert J. Henrich

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

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

Experience:

Henrich Equipment Co Inc
Fuel Dispensing Equipment Distributor & Maintenance Provider
June 2008-Present
West Babylon, New York

COO **2015-Present**
Responsible for the daily operation of the organization, reporting directly to the CEO.
-Manage key indicator for performance of all managerial level employees
-Develop key operational objectives to ensure smooth operations and stable growth
-Responsible for reporting financial results to CEO and accounting team

Director of Marketing & International Sales **2008-2015**
Directed digital and customer experience initiatives across Henrich sales channels including:
-Development of ecommerce website and fully integrated backend order management system
-Launch of corporate website and VI update for company
-Established international presence through Henrich China and Spain subsidiaries

Andao Tea
Purveyor of Rare and Organic Chinese Teas
January 2005-June 2008
Yunnan Province

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

Dipro IT Services
Spanish Premier IT Service Provider
January - May 2002
Madrid, Spain

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

LEARNING EXPERIENCES

University of Vermont, School of Business Administration — Fall 1998 – May 2003
Major: Business Administration Minor: Economics
Graduated with Honors Cum Laude GPA: 3.71
Graduating Member of Beta Gamma Sigma, Omicron Delta Epsilon Economics and Golden Key Honor Societies

Yunnan Normal University, Advanced Chinese Level 1, Business Chinese — 2004-2005
Fudan University, Mandarin Chinese — Summer 2002
University of Madrid, Studied Law, Economics, Politics and Language — Fall 2000 – Spring 2002

London School of Economics, Studied International Business Strategy Summer 2000

OTHER

Trilingual; Chinese, English and Spanish
Photography Enthusiast

henrich
Servicing the industry since 1969

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**

henrich

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

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 | w: henrichinc.com
REVIEW US

The company accepts no liability for the content of this email, or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

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 1st floor North Entrance
Mineola, N.Y. 11501
Phone (516) 571-7720
Fax (516) 571-4263
E-Mail 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 in 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** VP **TITLE**

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 _____ **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 0 days.

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

BIDDER SIGN HERE _____ **BIDDER** VICE PRESIDENT **TITLE**

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

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

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:
A) Certificate of Insurance name the County of Nassau as co-insured:
GREAT DIVIDE INSURANCE CO.
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause):
_____

Nassau County <u>Must</u> 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.

GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ _____
BIDDER **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.

BIDDER SIGN HERE _____ VP
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.

BIDDER SIGN HERE _____ BIDDER

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

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.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
83070-04178-034

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 Pezdan Title VP

Signature: [signature] Sign Here

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

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

BIDDER SIGN HERE [signature] BIDDER

4/3 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 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 place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

VP

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.

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

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

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

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.
Further details about the registration process may be found at
https://eproc.nassaucountyny.gov/SupplierRegister

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

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

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).

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:

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.

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.

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

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.

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.

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 PEZDAN 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

Pricing

Item No.	Type	Feature	Amount Bid Dollars	Amount Bid 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

Item No.	Type	Feature	Amount Bid Dollars	Amount Bid 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). ADVANCE VARIANCE Analysis PER AMENDMENT	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**

'FICE OF PURCHASING PP 5/3/18
'MMARY OF BIDS
'ENED: APRIL 17, 2018 AT 11 A.M.
) NO: 83070-04178-034
Q. NO: N/A
LE: CENTRAL MONITORING SYSTEM WITH REPORTING FOR PETROLEUM BULK STORAGE TANKS

I #	ARTICLE	QTY	UNIT	1 HENRICH EQUIP	2 THE FRANKLIN CO	3	4	5	6	7	8	9	10	11	12	13	DETAILS OF AWARD: AWARD TO NO.	AMOUNT
	SETUP OF AUTOMATED TANK GAUGE (ATG) MONITORING	ONE-TIME FEE	$	0.00	1,200.00													
	IMPLEMENTATION OF SETUP	ONE-TIME FEE	$	250.00	650.00													
	TOTAL ONE-TIME FEES		$	21,250.00	56,450.00													
	BASIC INSITE 360 VISIBILITY	MONTHLY FEE	$	20.00	26.00													
	BASIC INSITE 360 INVENTORY RECONCILLIATION	MONTHLY FEE	$	0.00	15.00													
	ALARM MOMNITORING & DISPATCH NOTIFICATION	MONTHLY FEE	$	75.00	97.00													
	BUISNESS INVENTORY RECONCILIATION SYST MGT	MONTHLY FEE	$	0.00	19.50													
	WEEKLY/MONTHLY COMPLIANCE MGT	MONTHLY FEE	$	17.00	22.10													
	ADVANCE VARIANCE ANALYSIS	MONTHLY FEE	$	120.00	156.00													
	BUSINESS INVENTORY RECONCILIATION PIUS REPORT	MONTHLY FEE	$	14.97	19.50													
	TOTAL MONTHLY FEES		$	20,992.45	355.10 *													
	EXTENTED WARRANTY		$	40.00	52.00													
	UPGRADE OF EXTERNAL DATA LOGGER		$	250.00	NB													
	LABOR HOURLY RATE MON-FRI 7:30AM-3:30PM		$	106.00	142.00													
	MANUFACTURE'S LIST PRICE LESS		%	10%	5%													
	COST PLUS		%	15%	20%													
	'ARED BY		TERMS	NET	NET													

$355.10 per site
85 SITES
$30,183.50 per MONTH

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 Claudia Colasurdo Technical

PUBLIC BID OFFICER

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

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.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 5/7/18

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

_____ Director

Item	Bid Results Bidder
	Recommend an award be given to Henrich
	Equipment Co. Inc. as the lowest responsibl
	bidder meeting specifications and bid terms.
	SEE ATTACHED

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.

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

Malpigli & Associates Ins. Agency, Inc.
3311 Sunrise Highway
Islip Terrace, NY 11752

CONTACT NAME: Diane Privitera
PHONE (A/C, No, Ext): 631-581-5555 FAX (A/C, No): 631-581-3030
E-MAIL ADDRESS: diane@malpiglins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great Divide Insurance Co	25224
INSURER B: AmGuard Insurance Company	25011
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT 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 ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY X 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 X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			FFX2016421-12	11/18/2017	11/18/2018	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractor Pollution			ECP2016419-12	11/18/2017	11/18/2018	per claim	3,000,000
A	Contractor Polution			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

Nassau County Office of Purchasing
One West Street
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(DIP)

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Nassau County
Office of Purchasing

A-40-2018

Staff Summary A-40-2018

Subject: Cesspool Cleaning (S/B # 96220-05038-047)	Date: May 25, 2018
Department: Office of Purchasing	Vendor Name: United Cesspool Services, Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-40-2018
Department Head Signature: Melissa Gallucci	Contract Manager Name: Kimberly Stanton, Buyer

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

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head		
HW 7/23/18	Budget	07/19/2018 SB	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: 7/19/18
(DATE)

INSURANCE SECTION
DEPARTMENT OF INSURANCE AND
FINANCIAL MANAGEMENT

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: Robert T. McSweeney

Print Name: Robert T. McSweeney

Title: Owner

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

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 McGreevy **BIDDER** V. Pres. **TITLE**

None

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

None

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

None

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

7. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

If yes, to what campaign committee? If none, you must so state:

None

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

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

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

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

Dated: 4.30.18

Signed: Robert T. McGreevy

Print Name: Robert T. McGreevy

Title: V. Pres.

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

BIDDER SIGN HERE R. McG **BIDDER** V. Pres **TITLE**

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; 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" <u>does not include</u>: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Robert T. McGinnery
   Date of birth 05 / 24 / 1965
   Home address 127 South Ocean Avenue · Unit N
   City/state/zip Patchogue, N.Y. 11772
   Business address P.O. Box 416
   City/state/zip Oakdale 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 Services 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.

BIDDER SIGN HERE ____ (BIDDER) ____ Pres. (TITLE)

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO ✓ If Yes, provide details for each such conviction.

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

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

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

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

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

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

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

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. McSweeney, 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 – State of New York
NO. 01RA6226187
Qualified in Nassau County
My Commission Expires Aug 2, 2018

Lisa A Ravener
Notary Public

United Cesspool Service Inc
Name of submitting business

Robert T. McSweeney
Print name

Robert T. McSweeney
Signature

V. Pres
Title

04 / 30 / 18
Date

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

BIDDER SIGN HERE _____ **BIDDER** _____ **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. STALLONE
   Date of birth 06/26/1957
   Home address 30 DOGES PROAL.
   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 WINDS CESSPOOL SER., INC.

4. Are there any outstanding loans, guarantees or any other type 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.

BIDDER SIGN HERE ____ BIDDER ____ TITLE

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO ✓ If Yes, provide details for each such conviction.

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

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

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

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

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

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

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 day of April 2018

Notary Public

GARY R. SISKA
NOTARY PUBLIC, STATE OF NEW YORK
No. 02SI4689525
Qualified in Suffolk County
Commission Expires June 30, 2019

United 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.

BIDDER SIGN HERE _____ **BIDDER** _____ **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 Cesspool Service Inc.

2) Address of Place of Business: 1485 Montauk 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.

BIDDER SIGN HERE _____ **BIDDER** _____ **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.

BIDDER SIGN HERE _____ **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 arose 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.

BIDDER SIGN HERE _____ **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 Pierre Louis - Contract Specialist

Address 144-41 94th Avenue, 3RD 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.

BIDDER SIGN HERE R M Creary — **BIDDER**

V. Pres. — **TITLE**

Company Natures Bounty Vitamin Corp (NBTY)

Contact Person Lance Sirota

Address 2100 Smithtown Blvd

City/State Bohemia NY 11716

Telephone (718) 350-1379

Fax # [redacted]

E-Mail Address lance.sirota@abm.com

Company Long Island Developmentally Disabled Service Office (LIDDSO)

Contact Person German Serrano

Address 45 Mall Drive

City/State Commack, NY

Telephone 631 326-4414

Fax # —

E-Mail Address German.Serrano@OPWDD.NY.GOV

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

BIDDER SIGN HERE _____ **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) (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) (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) (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."

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96220-05038-047

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. McSweeney, 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

Notary Public

LISAA RAVENER
Notary Public – State of New York
NO. 01RA6226187
Qualified in Nassau County
My Commission Expires Aug 2, 2018

Name of submitting business: United Cesspool Service Inc

By: Robert T. McSweeney
Print name

Robert T. McSweeney
Signature

V. Pres.
Title

4/30/18
Date

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

BIDDER SIGN HERE R. McSweeney **BIDDER** V. Pres. **TITLE**

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. Stillone · 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 shareholdres/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.

BIDDER SIGN HERE R. McInerney **BIDDER** V. Pres. **TITLE**

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.

BIDDER SIGN HERE R. McGreevy — **BIDDER**

V. Pres. — **TITLE**

(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.

BIDDER SIGN HERE _____ **BIDDER** V. Pres **TITLE**

Page 4 of 4:

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission;
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 **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 UNITED CESSPOOL	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 CONJUCATION W/ REG CALL		GAL	0.395														
5	GREASE TRAPS: PUMPING OUT/IN CONJUCATION W/O REG CALL		GAL	0.395														
6	PUMPING OF RAINWELL		GAL	0.165														
7	SEPTIC TANKS: PUMPING OUT/IN CONJUCATION W/ REG CALL		GAL	0.165														
8	SEPTIC TANKS: PUMPING OUT/IN CONJUCATION W/O REG CALL		GAL	1.165														
9	AERATION		CESSPOOL	95.00														
10	REPLACING BROKEN TRAP CAP		EA	25.00														
11	LOCATING, DIGGING UP & TUBEING 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 OTIC 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			TERMS	1%														

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

Date 5/3/18 Claudia Colasurdo Technical Conductor

PUBLIC BID OFFICER

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
96220-05038-047

Dated: 04/19/18

BID OPENING DATE
05/03/2018
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE:	REQUISITION NUMBER
Kimberly Stanton	516-571-6679	

OPENED MAY - 3 2018 OFFICE OF PURCHASING

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

CASH DISCOUNT OF 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:	GUARANTEED DELIVERY DATE
VARIOUS COUNTY AGENCIES	_____ DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 80-0151807

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER	United Cesspool Service Inc.		
ADDRESS	P.O. Box 416		
CITY	Oakdale	STATE N.Y.	ZIP CODE 11769	TELEPHONE 631-750-6000
Robert T. McGreevy		Robert T. McGreevy	
SIGNATURE OF AUTHORIZED INDIVIDUAL		PRINT OR TYPE NAME OF SIGNER AND TITLE	

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

BID TERMS AND CONDITIONS

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

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

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

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Director. Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: United Cesspool Service Inc

Address: P.O. 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.

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

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

QUALIFICATION STATEMENT

BIDDER'S NAME: United Cesspool Service Inc

ADDRESS: PO Box 416 Oakdale, 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 Degas Promenade Lindenhurst 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
M. Stallone	President	35		Owner
R. McInerney	V. President	35		Owner

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   We are the incumbent service provider

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**

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

Michael W. Stallore President

Robert T McSweeney 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 Pierre Louis

CONTRACT DATE: June/2017 through Dec 2018

2. REFERENCE'S NAME: Natures Bounty (NBTY)

ADDRESS: 105 Orville 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. Meadows NY

TELEPHONE: 631 780-6511 CONTACT PERSON Victor Rosario - Director of Maint Ops.

CONTRACT DATE: 4/2017 through present

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

BIDDER SIGN HERE R. McSweeney **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. McDreary / United Cesspool Service Inc.

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

BIDDER SIGN HERE R. McDreary — **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.

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

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

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.

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.

BIDDER SIGN HERE _____ **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.

BIDDER SIGN HERE _____ _____
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.

BIDDER SIGN HERE _____ _____
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.

BIDDER SIGN HERE _____ **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. WIV85063
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 _____ **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.

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.

BIDDER SIGN HERE _____ _____
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.

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

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

RIGHT TO KNOW LAW AND "OSHA"

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

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

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

CERTIFICATION:

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

X _____ _____ _____
Signature **Title** **Date**

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

BIDDER SIGN HERE _____ _____
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 _____ **BIDDER** _____ **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.

BIDDER SIGN HERE _____ **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 place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

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

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

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

NY STATE LABOR LAW

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

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

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

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"

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:

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.

Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

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

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

AND (if Criteria 1, 2 or 4)

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

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.

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"

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

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

Ordinance # 72-2014
The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.
Further details about the registration process may be found at ***https://eproc.nassaucountyny.gov/SupplierRegister***

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

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.

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

ITEM COMMODITY ID	U/M	COST
1) CESSPOOL PUMPING- UNIT PRICE PER GALLON	EA	.165 / PER GALLON
2) ADDING CHEMICAL TO CESSPOOL- UNIT PRICE PER GALLON	EA	125 / PER GALLON
3) ROTOR ROOTING OF CESSPOOL- UNIT PRICE PER FOOT	EA	3.50 /PER FOOT
4) GREASE TRAPS: PUMPING OUT OF GREASE TRAPS IN CONJUNCTION WITH REGULAR CALL FOR PUMPING OUT CESSPOOL. – UNIT PRICE PER GALLON	EA	.395 /PER GALLON
5) GREASE TRAPS: PUMPING OUT OF GREASE TRAPS WITHOUT CALL FOR PUMPING OUT CESSPOOL - UNIT PRICE PER GALLON	EA	.395 /PER GALLON
6) PUMPING OF RAINWELL- UNIT PRICE PER GALLON	EA	.165 /PER GALLON
7) SEPTIC TANKS: PUMPING SEPTIC TANK IN CONJUNCTION REGULAR CALL FOR PUMPING CESSPOOLS OR GREASE TRAPS – UNIT PRICE PER GALLON	EA	.165 /PER GALLON
8) SEPTIC TANKS: PUMPING SEPTIC TANK WITHOUT CALL FOR PUMPING CESSPOOLS OR GREASE TRAPS – UNIT PRICE PER GALLON	EA	.165 /PER GALLON
9) AERATION- UNIT PRICE PER CESSPOOL	EA	95 /PER CESSPOOL
10) REPLACING BROKEN TRAP CAP – UNIT PRICE PER EACH	EA	25 /PER EACH
11) LOCATING, DIGGING UP AND TUBEING OF CESSPOOLS -UNIT PRICE PER FOOT (INCLUDES INSTALLATION OF PUMP TUBE)	EA	85 /PER FOOT
12) BACK WASHING – UNIT PRICE	EA	95 /PER CESSPOOL
13) SEWER JETTING (HIGH PRESSURE CLEANING) - UNIT PRICE PER LINE	EA	$350 /PER LINE
14) AUGERING TOILET BOWLS (CLEARING OF BLOCKAGES FROM BOWL) – UNIT PRICE PER EACH	EA	175 /PER EACH
15) OPENING OF PIPES TO REMOVE OBJECTS - UNIT PRICE PER EACH	EA	300 /PER EACH
16) USE OF FIBER OPTIC TRANSMISSION TO LOCATE CESSPOOLS AND BREAKS IN LINES – UNIT PRICE PER EACH	EA	350 /PER EACH

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

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

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 _____ **BIDDER** _____ **TITLE**

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

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
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

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
OAKDALE, NY 11769

PERMIT TYPE:

☐ NEW
☒ RENEWAL
☐ MODIFICATION

CONTACT NAME:	ROBERT MCINERNEY	EFFECTIVE DATE:	04/12/2018
COUNTY:	SUFFOLK	EXPIRATION DATE:	**04/11/2019**
TELEPHONE NO:	(631)750-6000	US EPA ID NUMBER:	

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

OP 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 certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 631-421-0505
Joseph P. O'Brien Agency, Inc.
454 New York Avenue
Huntington, NY 11743

CONTACT NAME:
PHONE (A/C, No, Ext): 631-421-0505 FAX (A/C, No): 631-421-0063
E-MAIL ADDRESS:

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 :	

INSURED UNITED CESSPOOL SERVICE INC
PO BOX 416
OAKDALE, NY 11769

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		02-LX-011395193-1	07/02/2017	07/02/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			02-CA-048194962-1	07/02/2017	07/02/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			29-UD-062839731-1	07/02/2017	07/02/2018	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W1V85063	07/02/2017	07/02/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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 NASSAU2

NASSAU COUNTY OFFICE OF
CONSUMER AFFAIRS
240 OLD COUNTRY ROAD
MINEOLA, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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FORMAL BID RECOMMENDATION

BID NUMBER: 96220-05038-047 OPEN May 03, 2018

TITLE: Cesspool Cleaning

DATE: May 22, 2018

TO: *Kimberly Stanton, Buyer* FROM: ADMINISTRATION

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

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

Date: May 22, 2018

To: Supervisor From: Kimberly Stanton, Buyer

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 5/22/18

To: Buyer From: Director

☑ Approved for Award

☐ Hold award pending discussion

☐ Subject to Legislature Approval

Director

Bid Results	
Item	**Bidder**
001	Recommend that an award be given to United Cesspool Services, Inc. as the lowest responsible bidder meeting specification and bid terms for all items listed #1 - #16.

Exhibit A

Nassau County
Office of Purchasing

A-45-2018

Staff Summary A-45-2018

Subject: Hexagon Software (RQPD18000180)	Date: July 20, 2018
Department: Office of Purchasing	Vendor Name: Intergraph Corporation d/b/a Hexagon Safety & Infrastructure
Department Head Name: Melissa Gallucci	Contract Number: A-45-2018
Department Head Signature: Melissa Gallucci	Contract Manager Name: Kimberly Stanton, Buyer

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

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head		
	Budget	7/25/18	County Atty.
7-26-18	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: 7/25/18
(DATE)

INSURANCE SECTION

RULES RESOLUTION 2018

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY 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.

Vendor: Intergraph Corporation

Dated: 3/9/18

Signed: V. S. Vasile

Print Name: Victor S. Vasile

Title: Regional Divisional Counsel

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

_None_____

_____

_____

_____

_____

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

_None_____

_____

_____

_____

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

___None_____

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

None

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

None

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

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

____No_____

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

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

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

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

Dated: 3/9/18

Signed: V. S. V.

Print Name: VICTOR S. VASICE

Title: REGIONAL DIVISIONAL COUNSEL

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; 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" <u>does not include</u>: 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 9th day of March 2018

Karen Rozak
NOTARY PUBLIC
ALABAMA STATE AT LARGE

Notary Public

Intergraph Corporation
Name of submitting business

Richard B. Jacks
Print name

Signature

Chief Financial Officer
Title

3 / 9 / 2018
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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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.

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   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO _X_ If Yes, provide details for each such conviction.

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

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, 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 1st day of March 2018

Amy Fann
Notary Public

Intergraph Corporation
Name of submitting business

Steven Cost
Print name

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 occured.

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 mulitinational 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. Moreovoer, 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 wholy 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 & Infrastrucutre 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 ifnormation 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 & Infrastrucutre 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 jursidictions 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 9th day of March 2018

Karen Rozak
Notary Public

Karen Rozak NOTARY PUBLIC ALABAMA STATE AT LARGE

Name of submitting business: INTERGRAPH CORPORATION

By: VICTOR S. VASILE
Print name

V.S. V
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 _X_ Closely Held Corp _____Other (specify)

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

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

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.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

None

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

None

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

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

Dated: March 9, 2018 Signed: V.S. Vasile

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:		REQUISITIONER:	
INTERGRAPH CORPORATION		PD POLICE DEPARTMENT	
PO BOX 6695S DRIVE		NCPD COMMUNICATION BUR CAD OFFICE	
MAIL STOP IW17A2		1194 PROPECT AVENUE	
HUNTSVILLE	AL 35813	WESTBURY	NY 11590
		D.CHAFFEE DAVIS/CR37/1568-531	
TEL:(256)730-8510		TEL:(516)573-8650	
FAX:(888)822-1838		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 1-1JOQJ0K
(SEE ATTACHED)

ESTIMATED TOTAL: 729,765.60

MAINTENANCE QUOTATION SUMMARY

HEXAGON
SAFETY & INFRASTRUCTURE

Agreement: 1-1JOQJ0K

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

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

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

Quotation Summary:

SW Maint	$729,765.60
Total Services Cost*	**$729,765.60**

*** 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:	Renecer Davis	Signature:	
Name:	Renecer Davis	Name:	
	Maintenance Contract Administrator	Title:	
Date:	3/9/18	Date:	
Email:	renecer.davis@hexagonsi.com	Email:	
Telephone:	2567301321	Telephone:	
		Fax:	

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

☐ 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.

MAINTENANCE QUOTATION DETAIL

HEXAGON SAFETY & INFRASTRUCTURE

Nassau County Police Department
Account Nbr: MDC-3353
Quote: 1-1JOQJ0K-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
NCPD Communication Bur CAD Office
1194 Prospect Avenue
Westbury NY 11590
USA

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

Site Number: **50000210**

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
1	IPSCUSTOM03	CAD Interface I/Alarm (IPS0013) to CAPER System	1-310589216	8/1/18	7/31/19	Premium	12	1	$751.54	$9,018.48
2	IPS0013	I/Alarm NL	1-227536735	8/1/18	7/31/19	Premium	12	2	$317.52	$7,620.48
3	IPS0013TST	I/Alarm NL - Test License	1-227536285	8/1/18	7/31/19	Premium	12	1	$0.00	$0.00
4	IPS0013TRN	I/Alarm NL - Training License	1-227535853	8/1/18	7/31/19	Premium	12	1	$317.52	$3,810.24
5	IPS0035	I/Backup	1-227536771	8/1/18	7/31/19	Premium	12	1	$541.33	$6,495.96
6	IPS0035TST	I/Backup - Test License	1-227536717	8/1/18	7/31/19	Premium	12	1	$0.00	$0.00
7	IPS0002	I/Dispatcher	1-284590345	8/1/18	7/31/19	Premium	12	48	$358.31	$206,386.56
8	IPS0002TST	I/Dispatcher - Test License	MME-1-4REQA5	8/1/18	7/31/19	Premium	12	1	$0.00	$0.00
9	IPS0002TRN	I/Dispatcher - Training License	1-227536051	8/1/18	7/31/19	Premium	12	13	$358.31	$55,896.36
10	IPS0007	I/Executive 2 NL	1-227536960	8/1/18	7/31/19	Premium	12	1	$579.92	$6,959.04
11	IPS0007TST	I/Executive 2 NL - Test License	1-227536681	8/1/18	7/31/19	Premium	12	1	$0.00	$0.00
12	IPS1168C	I/Incident Analyst w/GeoMedia and GeoMedia Grid CC	1B3HHET50000210	8/1/18	7/31/19	Premium	12	15	$82.69	$14,884.20
13	IPS0004	CHIEFS Data System Interface	1-227536978	8/1/18	7/31/19	Premium	12	2	$479.59	$11,510.16
14	IPS0004TST	CHIEFS Data System Interface - Test	1-227536231	8/1/18	7/31/19	Premium	12	1	$0.00	$0.00
15	IPS0004TST	NYSPIN/NCIC Interface - Test	1-227536249	8/1/18	7/31/19	Premium	12	1	$0.00	$0.00
16	IPS0004TRN	I/Informer - Training License	1-227535835	8/1/18	7/31/19	Premium	12	1	$479.59	$5,755.08
17	IPS0050A	I/InterCAD NL - Additional License	MME-1-3Y1LXP	8/1/18	7/31/19	Premium	12	11	$109.15	$14,407.80
18	IPS0050ATST	I/InterCAD NL - Additional License - Test License	1-227536933	8/1/18	7/31/19	Premium	12	10	$0.00	$0.00
19	IPS0050	I/InterCAD NL - First License	1-227537014	8/1/18	7/31/19	Premium	12	1	$868.77	$10,425.24
20	IPS0050TST	I/InterCAD NL - First License - Test License	1-227536339	8/1/18	7/31/19	Premium	12	1	$0.00	$0.00
21	IPS0009	I/Mobile Data Terminal NL	1-227537068	8/1/18	7/31/19	Premium	12	2	$958.07	$22,993.68
22	IPS0009	I/Mobile Data Terminal NL	1-294637971	8/1/18	7/31/19	Premium	12	5	$958.07	$57,484.20
23	IPS0009BCK	I/Mobile Data Terminal NL - Backup License	1-284590616	8/1/18	7/31/19	Premium	12	1	$0.00	$0.00
24	IPS0009TST	I/Mobile Data Terminal - Test License	MME-1-4OQSLX	8/1/18	7/31/19	Premium	12	2	$0.00	$0.00
25	IPS0009TRN	I/Mobile Data Terminal NL - Training License	1-227535889	8/1/18	7/31/19	Premium	12	1	$958.07	$11,496.84
26	IPS0042C	I/NetViewer - 100 users	1-227535726	8/1/18	7/31/19	Premium	12	1	$1,959.14	$23,509.68
27	IPS0042CTST	I/NetViewer - 100 users - Test License	1-284590342	8/1/18	7/31/19	Premium	12	1	$0.00	$0.00

MAINTENANCE QUOTATION DETAIL

HEXAGON SAFETY & INFRASTRUCTURE

Nassau County Police Department
Account Nbr: MDC-3353
Quote: 1-1JOQJ0K-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	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	$11,496.84
34	IPS0038STE	I/Mobile - Site License	MME-1-4C5Y5H	8/1/18	7/31/19	Premium	12	1	$9,298.63	$111,583.56
35	IPS0009TRN	I/Mobile Data Terminal NL - Training License		8/1/18	7/31/19	Premium	12	1	$958.07	$11,496.84
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	I/Informer		8/1/18	7/31/19	Premium	12	1	$479.59	$5,755.08
45	IPS0004TRN	I/Informer - 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	1-227536663	8/1/18	7/31/19	Premium	12	1	$0.00	$0.00
									Subtotal for Site Number	**50000210**	**$728,707.20**

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**

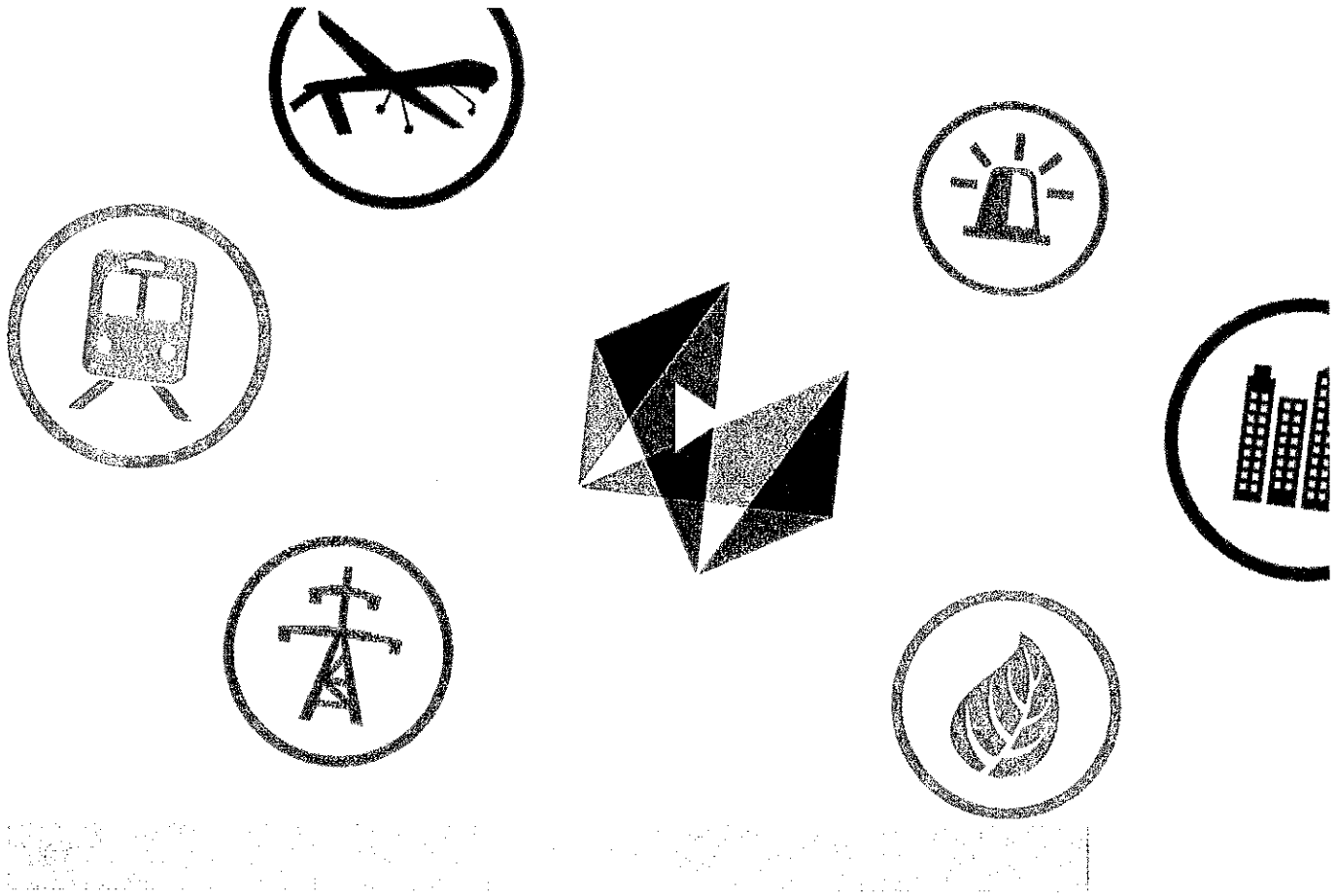
HEXAGON SAFETY & INFRASTRUCTURE

HEXAGON

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) 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)

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/)

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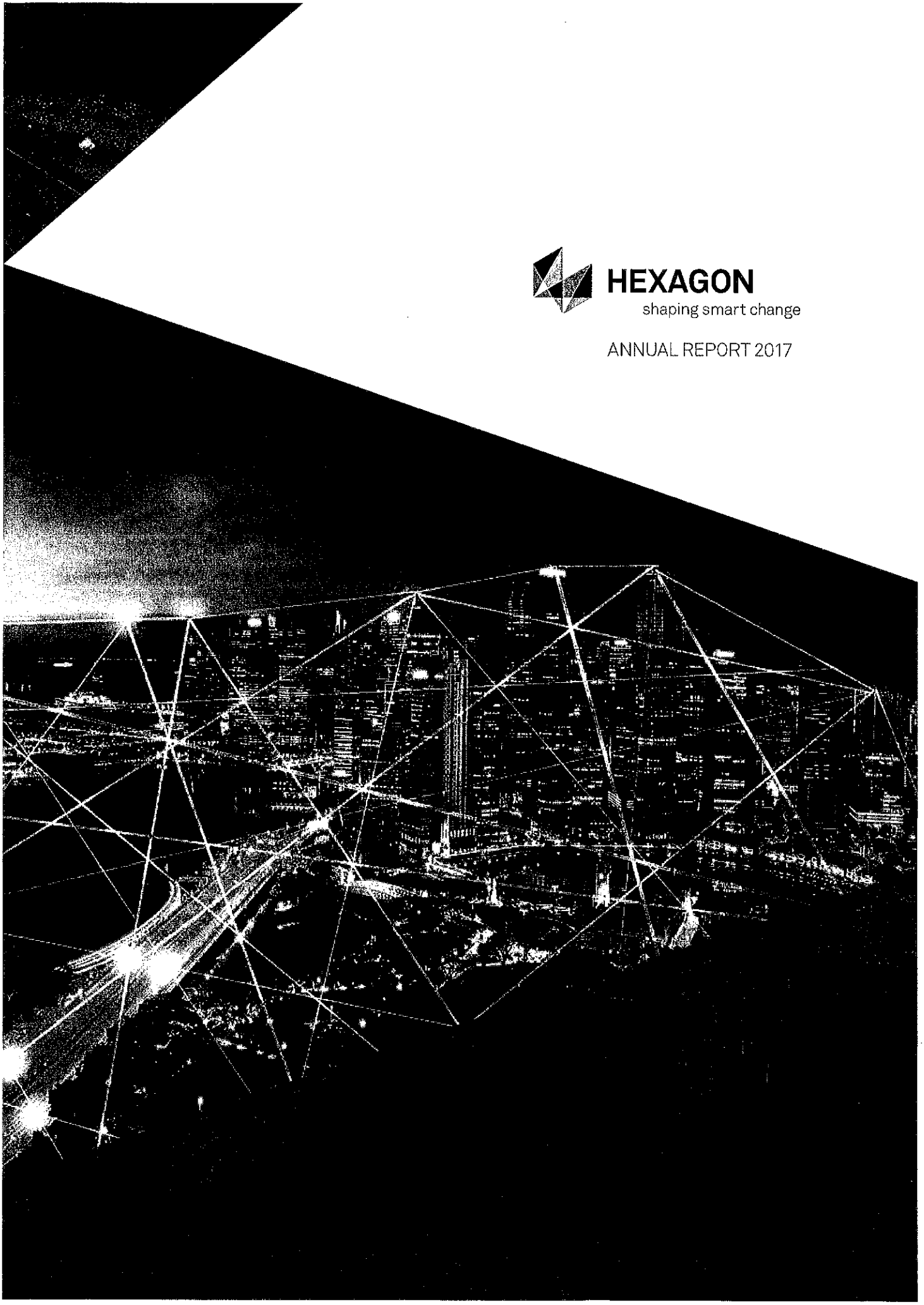
HEXAGON

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

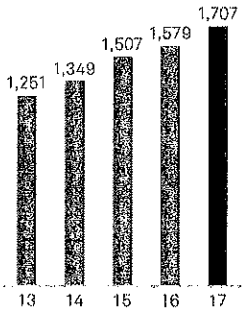
Geospatial Enterprise Solutions (GES) includes a world-leading portfolio of reality-capture sensors – from laser scanners, airborne cameras and UAVs (unmanned aerial vehicles) to monitoring equipment, mobile mapping technologies and precise positioning. The sensors are complemented by software (GIS)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

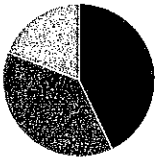
NET SALES, MEUR



CUSTOMER SEGMENT, %

- Surveying, 44
- Infrastructure & Construction, 22
- Public Safety, 11
- Natural Resources, 10
- Transport and Public Service, 8
- Defence, 5

GEOGRAPHY, %



- EMEA, 43
- Americas, 38
- Asia, 19

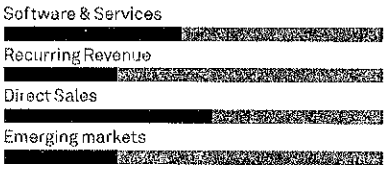
THE BUSINESS AREA COMPRISES THE FOLLOWING DIVISIONS:

- 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

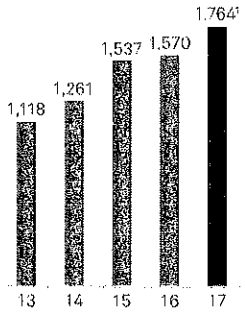
Industrial Enterprise Solutions (IES) includes a world-leading portfolio of metrology systems that incorporate the latest in sensor technology for fast and accurate measurements. These solutions include technologies such as coordinate measurement machines (CMM) and laser trackers and scanners – which 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%

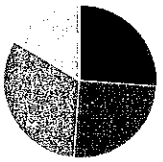
AVERAGE NO. OF EMPLOYEES
9,600

NET SALES, MEUR



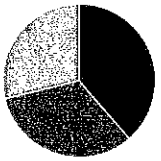
1) Operating net sales

CUSTOMER SEGMENT, %



- Power & Energy, 29
- Electronics & Manufacturing, 28
- Automotive, 25
- Aerospace & Defence, 18

GEOGRAPHY, %



- Asia, 38
- EMEA, 33
- Americas, 29

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

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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 otherwise 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 Hexagons'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.

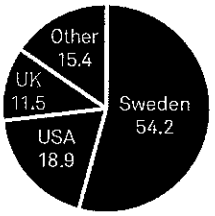
The strike price for subscription of shares upon exercise of the transferred warrants was set at 347.8 SEK. The warrants were valued by an independent institute in accordance with the Black-Scholes model and were acquired by the participants at market value. The warrants may be exercised during 1 June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

+26%

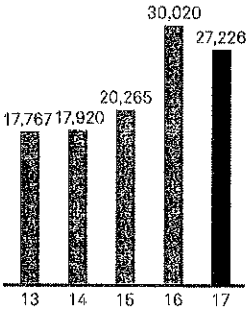
SHARE PRICE IN SEK, 2017

ISIN **SE0000103699**
NASDAQ OMX STOCKHOLM
HEXA B
REUTERS **HEXAB.ST**
BLOOMBERG **HEXAB SS**
SECTOR **TECHNOLOGY**
SEGMENT **LARGE CAP**

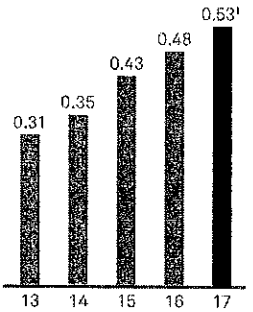
GEOGRAPHIC DISTRIBUTION OF SHAREHOLDINGS, %



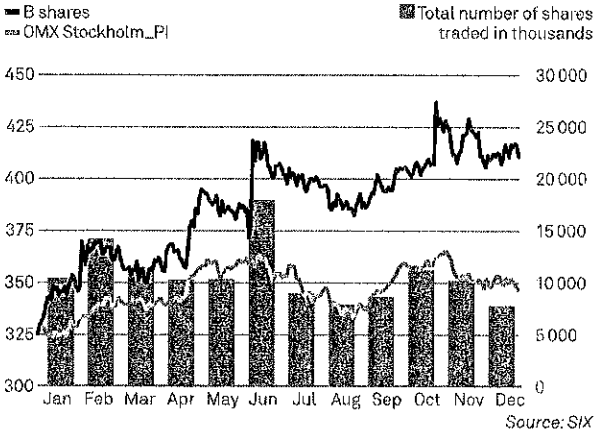
NUMBER OF SHAREHOLDERS

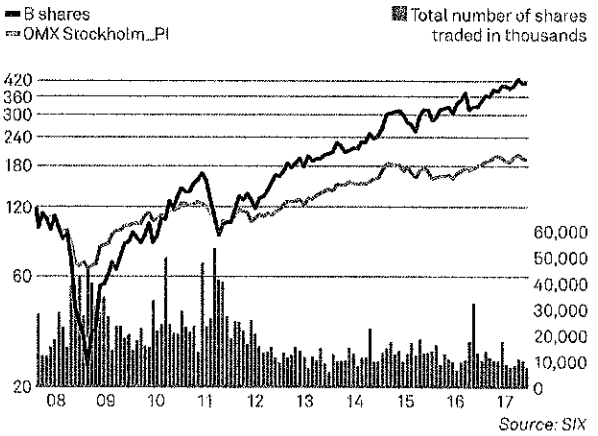


CASH DIVIDEND PER SHARE, EUR



1) 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[1]	**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**

1) 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[1]	4		11,990,765	3,150,000	66,668,111	279,272,444
2005 Private Placement[1]	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[2]	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[2]	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	-	2,649,295
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.

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[1]	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[2]	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.

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

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.

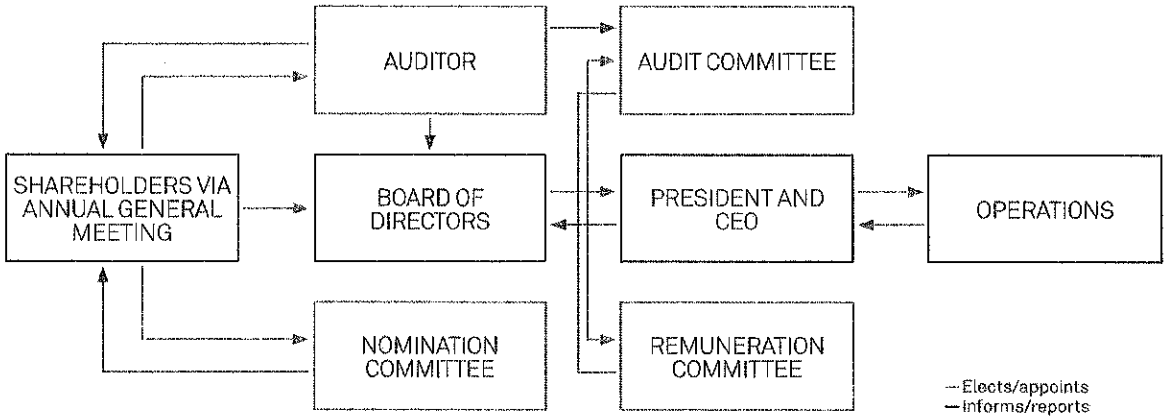
The Nomination Committee shall consist of representatives for major shareholders of the company elected by the AGM. In case a shareholder, who a member of the Nomination Committee represents, is no longer one of the major shareholders of Hexagon or if a member of the Nomination Committee is no longer 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 ongoing 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[1]

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

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
- The Swedish Code of Corporate Governance, www.corporategovernanceboard.se

More information is available at 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).

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
Providence RI Office
100 Westminster Street, 10th Floor
Providence RI 02903-2393 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	The Charter Oak Fire Insurance Company	25615
INSURER C:	The Travelers Indemnity Co of America	25666
INSURER D:	The Phoenix Insurance Company	25623
INSURER E:		
INSURER F:		

INSURED
Intergraph Corporation
PO Box 240000
Huntsville AL 35813 USA

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GL5096990	06/01/2018	06/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			HO CAP 162D6025 18	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $25,000			12318882	06/01/2018	06/01/2019	EACH OCCURRENCE AGGREGATE PRODUCTS - COMP/OP AGG	$4,000,000 $4,000,000 $4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			HRHUB117D342518 AZ,FL,MA,MN,OR,VA,WV,WI	06/30/2018	06/30/2019	X PER STATUTE OTH-ER	
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		HC2NUB4018M32618 AOS	06/30/2018	06/30/2019	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	E&O-PL-Primary			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.

Certificate No : 570072231888

CERTIFICATE HOLDER

NASSAU COUNTY POLICE DEPARTMENT
ATTN: EDMUND HORACE, DEPUTY INSPECTOR
COMMUNICATIONS BUREAU
1490 FRANKLIN AVE
MINEOLA NY 11501 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 570000003450
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.	NAMED INSURED Intergraph Corporation
POLICY NUMBER See Certificate Number: 570072231888	
CARRIER See Certificate Number: 570072231888 — NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Cyber Liability			15808720 Claims Made SIR applies per policy terms & conditions	05/31/2018	06/01/2019	Ea Claim/Agg	$5,000,000

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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: **Dellaverson, P.C.**	Vendor ID#:
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 -- HWILLIAMS**

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

Contract Summary

Purpose: 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.

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: $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.

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 #:	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 105,000.00
Federal	$ 0.00
State	$ 0.00

LINE	INDEX/OBJECT CODE	AMOUNT
	ATGEN1100/DE502	$ 105,000.00
		$ 0.00
		$ 0.00
		$ 0.00

Detail:	

RENEWAL	
% Increase	
% Decrease	

Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 105,000.00**

		$ 0.00
		$ 0.00
	TOTAL	$ 105,000.00

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)	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:**

   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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE 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 #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. 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. 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: 7/13/2018

Vendor: Dellarm PC

Signed:

Print Name: Gary Dellarm

Title: Principal

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Gary Dellaverson

   Date of birth [redacted]

   Home addre[redacted]

   City/state/zip [redacted]

   Business address 381 Park Ave. South #702

   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 5/1/2018 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. [redacted]

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. [redacted]

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 Dellaverson, 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 11 day of July 2018

ROBERTA K. PREYER
Notary Public, State of New York
No. 01PR6146059
Qualified in New York County
Commission Expires Aug. 12, 2018

Notary Public

Dellaverson, P.C.
Name of submitting business

GARY T. DELLAVERSON
Print name

Signature

President
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: Deccaurin 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: [redacted]

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: Attached

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; Gary Dellaven 90 Hillside Ave Hastings on Hudson, NY 10706

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; [redacted]

vii) Summary of relevant accomplishments attached

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

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 [redacted]

City/State

Telephone

Fax #

E-Mail Ad

Company ~~Submitted in proposal~~ Port Authority of NY & NJ

Contact Person Michael Fabiano

Address [redacted]

City/State

Telephone

Fax #

E-Mail Add

Company ~~Submitted in proposal~~ N.Y. Power Auth.

Contact Person Lisi Alessi

Address [redacted]

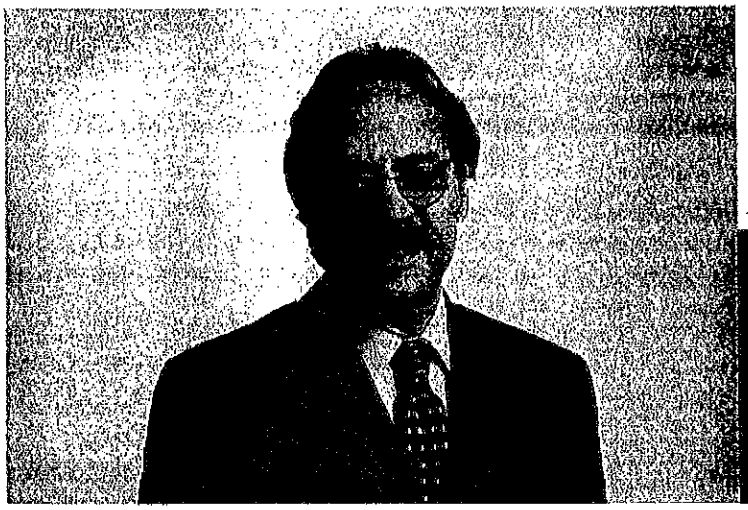
City/Stat

Telepho

Fax #

E-Mail A

Proskauer



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

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 Dollamore, 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. PREYER
Notary Public, State of New York
No. 01PR6146059
Qualified in New York County
Commission Expires Aug. 12, 2018

Notary Public

Name of submitting business: Dollamore, PC

By: Gary Dollamore
Print name

Signature

President
Title

7 / 13 / 2018
Date

COUNTY OF NASSAU

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

1. Name of the Entity: DELLAVERSON PC

Address: 381 Park Ave S. #720

City, State and Zip Code: NY, NY 10016

2. Entity's Vendor Identification Number: [redacted]

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 DELLAVERSON

[redacted]

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

None

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

None

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

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: 7/17/2018

Signed:

Print Name: Gary Dolegowski

Title: Principal

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.

5/18/2018

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

5/19/2018
Date

USI AFFINITY
14 Cliffwood Ave, Suite 310
Matawan, NJ 07747

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	[X]

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").

WITNESSETH:

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 (3rd) 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 (3rd) 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.

[Remainder of Page Intentionally Left Blank.]

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 KASSCHAU

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~~)
Nassau

On the 13th day of July in the year 2018 before me personally came Gary T. Dellaverson 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 President of Dellaverson, PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ROBERTA K. FREYER
Notary Public, State of New York
No. 01FR6146059
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 Jared A. Kasschau 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.

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 J DELLA VERNA (Name)

   381 Park Ave South #720, NY, NY 10016 (Address)

   212-561-8777 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

7/13/2018
Dated

Signature of Chief Executive Officer

GARY T DOLLAROW
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, 2010

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

Vendor Info:	
Name: **Lamb & Barnosky, LLP**	Vendor ID#: 4
Address: 534 Broadhollow Road, Suite 210 Melville, New York 11747	Contact Person: Richard K. Zuckerman
	Phone: (631) 414-5808

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 -- 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**

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

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
TOTAL	**$ 250,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$ 250,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 250,000.00

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, andor 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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE 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 #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. 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.

Vendor: Lewis & Zarabsky, LLP

Dated: 7/5/18

Signed:

Print Name: Richard Zuckerman

Title: Partner

Rev. 3-2016

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 [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   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. [redacted]

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. [redacted]

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 6th 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

Managing Partner
Title

7/6/18
Date

[redacted]

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 [redacted]
   Home address
   City/state/zip
   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. [redacted]

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. [redacted]

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 Mathews, 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

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

Lamb & Barnosky, LLP
Name of submitting business

Alyson Mathews
Print name

Alyson Mathews
Signature

Partner
Title

7 / 5 / 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 JEFFREY ZANKEL
   Date of birth [redacted]
   Home addres [redacted]
   City/state/zip [redacted]
   Business address LAMB & BARNOSKY, LLP, 534 Broadhollow Rd.
   City/state/zip Melville, NY 11747
   Telephone 631-694-3300
   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. [redacted]

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. [redacted]

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

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 6 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 5th 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

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 [redacted]
   Home addres [redacted]
   City/state/zip [redacted]
   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. [redacted]

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. [redacted]

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. [redacted]

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, Richard 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 5th 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

Lambert Rizzotto, LLP
Name of submitting business

Richard Zuckerman
Print name

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 ROBERT H. COHEN
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   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 631-356-5727
   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 X NO ___ If Yes, provide details. [redacted]

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. [redacted]

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, 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 5th day of July 2018

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

Diane Paladino
Notary Public

LAMB + BARNOSKY, 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 [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   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. [redacted]

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. [redacted]

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. [redacted]

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 6th 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

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 5, 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: [redacted]

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 X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X If Yes, provide details for each such conviction _____

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

Yes ___ No X If Yes, provide details for each such conviction. _____

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists.

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

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 [redacted]

City/Stat[redacted]

Telephon[redacted]

Fax # [redacted]

E-Mail A[redacted]

Company City of White Plains

Contact Person John G. Callahan, Chief of Staff, Corporation Counsel

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Add [redacted]

Company Town of Southold

Contact Person Scott Russell, Supervisor

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Addre [redacted]

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 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 5th 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: Levitt Rankosky, LLP

By: Richard Zuckerman
Print name

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:

[redacted]

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
[redacted]

Berlin, Sharon N.
[redacted]

Cohen, Robert
[redacted]

Crocker, Lindsay T.
[redacted]

Feldman, Michelle S.
[redacted]

Godsberg, Steven
[redacted]

Lamb, Paul
[redacted]

Mathews, Alyson
[redacted]

Zankel, Jeffrey A. & Lori
[redacted]

Zuckerman, Richard K.

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

Eugene Barnosky, Esq.

Sharon N. Berlin, Esq.

Robert Cohen, Esq.

Lindsay T. Crocker, Esq.

Michelle S. Feldman, Esq.

Marcy Finkelstein, Esq.

Steven Godsberg, Esq.

Scott Karson, Esq.

Paul Lamb, Esq.

Alyson Mathews, Esq.

Jeffrey A. Zankel, Esq.

Peter N. Zogas, Esq.

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

(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 is 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 6th 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. Joh'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.

[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	1660695
	EUGENE R. BARNOSKY LAMB & BARNOSKY, LLP 534 BROADHOLLOW RD STE 210 MELVILLE, NY 11747-3600 United States (Suffolk County) (631) 694-2300
E-mail Address:	
Date Admitted in NY:	02/06/1980
Appellate Division Department of Admission:	2
Law School:	ST JOHNS
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.

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 atlyreg@nycourts.gov.

Attorney Detail

as of 07/11/2018

Registration Number:	2456408
	SHARON NAOMI BERLIN LAMB & BARNOSKY, LLP PO BOX 9034 MELVILLE, NY 11747-9034 United States (Suffolk County) (631) 694-2300
E-mail Address:	SNB@LAMBBARNOSKY.COM
Date Admitted in NY:	04/29/1992
Appellate Division Department of Admission:	2
Law School:	GEORGE WASHINGTON UNIVERSITY
Registration Status:	Currently registered
Next Registration:	Jan 2020
Disciplinary History:	No record of public discipline

Search Again

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[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	1907674
	ROBERT HOWARD COHEN LAMB & BARNOSKY, LLP 534 BROADHOLLOW RD MELVILLE, NY 11747-3673 United States (Suffolk County) (631) 694-2300
E-mail Address:	RHC@LAMBBARNOSKY.COM
Date Admitted in NY:	03/07/1984
Appellate Division Department of Admission:	2
Law School:	HOFSTRA UNIVERSITY
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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Attorney Detail

as of 07/11/2018

Registration Number:	4248993
	LINDSAY TOWNSEND CROCKER LAMB AND BARNOSKY, LLP PO BOX 9034 MELVILLE, NY 11747-9034 United States (Suffolk County) (631) 694-2300
E-mail Address:	ltc@lambbarnosky.com
Date Admitted in NY:	10/27/2004
Appellate Division Department of Admission:	2
Law School:	Columbia Law School
Registration Status:	Currently registered
Next Registration:	Oct 2018
Disciplinary History:	No record of public discipline

Search Again

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[redacted]

COURTS

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

Search Again

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[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	2115863
	MARCIA LYN FINKELSTEIN LAMB & BARNOSKY 534 BROADHOLLOW RD MELVILLE, NY 11747-3673 United States (Suffolk County) (631) 694-2300
E-mail Address:	
Date Admitted in NY:	03/18/1987
Appellate Division Department of Admission:	2
Law School:	VANDERBILT UNIVERSITY
Registration Status:	Currently registered
Next Registration:	Dec 2019
Disciplinary History:	No record of public discipline

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[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	1058148
	STEVEN GODSBERG LAMB & BARNOSKY, LLP PO BOX 9034 MELVILLE, NY 11747-9034 United States (Suffolk County) (631) 694-2300
E-mail Address:	
Date Admitted in NY:	12/21/1967
Appellate Division Department of Admission:	1
Law School:	COLUMBIA UNIVERSITY
Registration Status:	Currently registered
Next Registration:	May 2020
Disciplinary History:	No record of public discipline

Search Again

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[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	1277094
	SCOTT MICHAEL KARSON LAMB & BARNOSKY, LLP PO BOX 9034 MELVILLE, NY 11747-9034 United States (Suffolk County) (631) 694-2300
E-mail Address:	
Date Admitted in NY:	02/18/1976
Appellate Division Department of Admission:	4
Law School:	SYRACUSE UNIVERSITY
Registration Status:	Currently registered
Next Registration:	Sep 2018
Disciplinary History:	No record of public discipline

Search Again

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Attorney Detail

as of 07/11/2018

Registration Number:	1134675
	PAUL L. LAMB LAMB & BARNOSKY LLP 534 BROADHOLLOW RD MELVILLE, NY 11747-3673 United States (Suffolk County) (516) 694-2300
E-mail Address:	
Date Admitted in NY:	10/28/1970
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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[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	4292306
	ALYSON MATHEWS LAMB & BARNOSKY, LLP 534 BROADHOLLOW RD PO BOX 9034 MELVILLE, NY 11747-3673 United States (Suffolk County) (631) 694-2300
E-mail Address:	
Date Admitted in NY:	02/16/2005
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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COURTS

Attorney Detail

as of 07/11/2018

Registration Number:	1064435
	JEFFREY ALAN ZANKEL LAMB & BARNOSKY, LLP PO BOX 9034 MELVILLE, NY 11747-9034 United States (Suffolk County) (631) 694-2300
E-mail Address:	
Date Admitted in NY:	02/15/1978
Appellate Division Department of Admission:	2
Law School:	SYRACUSE UNIVERSITY
Registration Status:	Currently registered
Next Registration:	Mar 2020
Disciplinary History:	No record of public discipline

Search Again

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[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	1107143
	PETER N. ZOGAS WINGATE, KEARNEY & CULLEN LLP 445 BROADHOLLOW RD STE 400 MELVILLE, NY 11747-3601 United States (Suffolk County) (516) 694-5500
E-mail Address:	
Date Admitted in NY:	10/22/1975
Appellate Division Department of Admission:	2
Law School:	Albany Law School
Registration Status:	Due to reregister within 30 days of birthday
Next Registration:	May 2018
Disciplinary History:	No record of public discipline

Search Again

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[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	1999663
	RICHARD KARL ZUCKERMAN LAMB & BARNOSKY, LLP 534 BROADHOLLOW RD MELVILLE, NY 11747-3673 United States (Suffolk County) (631) 694-2300
E-mail Address:	
Date Admitted in NY:	05/22/1985
Appellate Division Department of Admission:	2
Law School:	COLUMBIA
Registration Status:	Currently registered
Next Registration:	Feb 2019
Disciplinary History:	No record of public discipline

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[redacted]

COURTS

Attorney Detail

as of 07/11/2018

Registration Number:	2079127
	PATRICIA CUMMINGS DELANEY LAMB & BARNOSKY 534 BROADHOLLOW RD STE 210 MELVILLE, NY 11747-3600 United States (Suffolk County) (631) 694-2300
E-mail Address:	PCD@LAMBBARNOSKY.COM
Date Admitted in NY:	09/24/1986
Appellate Division Department of Admission:	2
Law School:	ALBANY
Registration Status:	Currently registered
Next Registration:	Dec 2018
Disciplinary History:	No record of public discipline

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[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	4187365
	MARA N. HARVEY LAMB & BARNOSKY, LLP 534 BROADHOLLOW RD STE 210 MELVILLE, NY 11747-3600 United States (Suffolk County) (631) 694-2300
E-mail Address:	
Date Admitted in NY:	01/14/2004
Appellate Division Department of Admission:	2
Law School:	SYRACUSE UNIVERSITY COLLEGE OF LAW
Registration Status:	Currently registered
Next Registration:	Oct 2018
Disciplinary History:	No record of public discipline

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Attorney Detail

as of 07/11/2018

Registration Number:	1425065
	DOUGLAS E. LIBBY LAMB & BARNOSKY, LLP 534 BROADHOLLOW RD STE 210 PO BOX 9034 MELVILLE, NY 11747-3600 United States (Suffolk County) (631) 694-2300
E-mail Address:	
Date Admitted in NY:	10/22/1975
Appellate Division Department of Admission:	2
Law School:	ST JOHNS UNIVERSITY
Registration Status:	Currently registered
Next Registration:	Dec 2018
Disciplinary History:	No record of public discipline

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[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	4277869
	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
E-mail Address:	
Date Admitted in NY:	01/12/2005
Appellate Division Department of Admission:	2
Law School:	HOFSTRA UNIVERSITY
Registration Status:	Currently registered
Next Registration:	Oct 2019
Disciplinary History:	No record of public discipline

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[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	2303808
	DIANE JILL MOFFET LAMB & BARNOSKY, LLP PO BOX 9034 MELVILLE, NY 11747-9034 United States (Suffolk County)
E-mail Address:	
Date Admitted in NY:	03/07/1990
Appellate Division Department of Admission:	2
Law School:	NEW YORK UNIVERSITY
Registration Status:	Currently registered
Next Registration:	Dec 2018
Disciplinary History:	No record of public discipline

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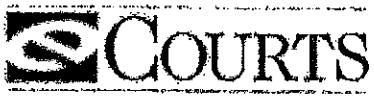
[redacted]



Attorney Detail

as of 07/11/2018

Registration Number:	1093186
	RICHARD ANDREW SHANE LAMB & BARNOSKY S 34 BROAD HOLLOW ROAD, SUITE 210 MELVILLE, NY 11747-9034 United States (Suffolk County) (631) 694-2300
E-mail Address:	
Date Admitted in NY:	02/06/1974
Appellate Division Department of Admission:	2
Law School:	ST JOHNS UNIVERSITY
Registration Status:	Currently registered
Next Registration:	Dec 2018
Disciplinary History:	No record of public discipline

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[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	1584895
	GARY HOLMAN LAMB & BARNOSKY, LLP PO BOX 9034 MELVILLE, NY 11747-9034 United States (Suffolk County) (631) 694-2300
E-mail Address:	
Date Admitted in NY:	12/17/1954
Appellate Division Department of Admission:	2
Law School:	NEW YORK UNIVERSITY
Registration Status:	Currently registered
Next Registration:	Feb 2020
Disciplinary History:	No record of public discipline

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[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	1359108
	JOEL M. MARKOWITZ LAMB & BARNOSKY LLP 534 BROADHOLLOW RD STE CS9034 MELVILLE, NY 11747-3673 United States (Suffolk County) (631) 694-2300
E-mail Address:	
Date Admitted in NY:	04/10/1969
Appellate Division Department of Admission:	2
Law School:	GEORGETOWN UNIVERSITY
Registration Status:	Currently registered
Next Registration:	Feb 2020
Disciplinary History:	No record of public discipline

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[redacted]

Attorney Detail

as of 07/11/2018

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

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[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	4561387
	LAUREN ROBIN SCHNITZER LAMB & BARNOSKY, LLP 534 BROADHOLLOW RD STE 210 MELVILLE, NY 11747-3600 United States (Suffolk County) (631) 694-2300
E-mail Address:	
Date Admitted in NY:	04/09/2008
Appellate Division Department of Admission:	2
Law School:	ST. JOHN'S UNIVERSITY SCHOOL OF LAW
Registration Status:	Currently registered
Next Registration:	May 2020
Disciplinary History:	No record of public discipline

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[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	4603841
	JOSHUA SETH SPRAGUE LAMB & BARNOSKY 534 BROADHOLLOW RD STE 210 MELVILLE, NY 11747-3600 United States (Suffolk County) (631) 694-2300
E-mail Address:	JSS@LAMBBARNOSKY.COM
Date Admitted in NY:	05/19/2008
Appellate Division Department of Admission:	1
Law School:	FORDHAM UNIVERSITY SCHOOL OF LAW
Registration Status:	Currently registered
Next Registration:	Mar 2020
Disciplinary History:	No record of public discipline

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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.

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.

[redacted]

Attorney Detail

as of 07/11/2018

Registration Number:	5222252
	ALYSSA LAUREN ZUCKERMAN LAMB & BARNOSKY, LLP 534 BROADHOLLOW RD., STE. 210 MELVILLE, NY 11747-3600 United States (Suffolk County) (631) 694-2300
E-mail Address:	ALZ@LAMBBARNOSKY.COM
Date Admitted in NY:	05/21/2014
Appellate Division Department of Admission:	2
Law School:	ST. JOHN'S UNIVERSITY SCHOOL OF LAW
Registration Status:	Currently registered
Next Registration:	Dec 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.

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.

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: [redacted]

3. Type of Business: ____Public Corp _X_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

[redacted]

Berlin, Sharon N.

[redacted]

Cohen, Robert

[redacted]

Crocker, Lindsay T.

[redacted]

Feldman, Michelle S.

[redacted]

Finkelstein, Marcy

[redacted]

Godsberg, Steven

[redacted]

Karson, Scott

[redacted]

Lamb, Paul

[redacted]

Mathews, Alyson

[redacted]

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

Zankel, Jeffrey A.

[redacted]

Zogas, Peter N.

[redacted]

Zuckerman, Richard K.

[redacted]

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@equickinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nationwide Mutual Insurance Company	23787N
INSURER B: Nationwide Mutual Fire Insurance Company	23779N
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
LAMB & BARNOSKY LLP
534 BROADHOLLOW RD STE 210
MELVILLE NY 11747-3600

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	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
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	ACPCAF5464881677	05/01/2018	05/01/2019	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Business Personal Property			ACP BPOK6464881677	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

Nassau County
1550 Franklin Avenue
Mineola, New York 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Philip 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

The O'Brien Group LLC
402 Main Street
Port Jefferson, NY 11777

CONTACT NAME: Shanna O'Brien
PHONE (A/C, No, Ext): (631)474-7075 FAX (A/C, No): (631)474-7081
E-MAIL ADDRESS: sobrien@obgroupllc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Wesco Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Lamb & Barnosky, LLP
534 Broadhollow Rd
Melville, NY 11747

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3339711	04/20/2018	04/20/2019	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							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

NASSAU COUNTY
1550 FRANKLIN AVENUE
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(SMO)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2019

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
AssuredPartners Northeast, LLC
100 Baylis Road
Suite 300
Melville NY 11747

CONTACT NAME: Melisa Ahlers
PHONE (A/C, No, Ext): (631)465-4000 FAX (A/C, No): (631)465-4005
E-MAIL ADDRESS: melisa.ahlers@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Argonaut Insurance Company	19801
INSURER B: North River Insurance Company	21105
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Lamb & Barnosky, LLP
534 Broadhollow Road, Suite 210
Po Box 9034
Melville NY 11747

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Lawyers Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			LPL4094561	01/24/2018	01/24/2019	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$
							Deductible	$ 25,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Professional Liability			5501097379	01/24/2018	01/24/2019	$5,000,000	

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

CERTIFICATE HOLDER

Nassau County
1550 Franklin Avenue
Mineola NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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:

Title/Position	Effective Period	Hourly Rates
(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 Zuckerman

Title: Partner

Date: 7/5/18

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 5th day of July in the year 202 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:

1. The ~~chief executive officer~~ Co-Managing Partners 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:

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action _____ has ___X___ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

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___, 20__18__

Diane Paladino
Notary Public

DIANE PALADINO
Notary Public, State of New York
No. 01PA6073821
Qualified in Suffolk County
Commission Expires April 22, 20 22