1. Public Notice 9-14-26

   Documents:

   - PUBLIC NOTICE FOR 9-14-26 AND 9-28-26.PDF

2. Contracts 9-14-26

   Documents:

   - A-58-26.PDF
   - A-65-26.PDF
   - B-13-26 NCWEB.PDF
   - B-15-26 NCWEB.PDF
   - E-96-26 NCWEB.PDF
   - E-97-26 NCWEB.PDF
   - E-98-26 NCWEB.PDF
   - E-99-26 NCWEB.PDF
   - E-100-26 NCWEB.PDF
   - E-101-26 NCWEB.PDF
   - E-102-26 NCWEB.PDF
   - E-103-26 NCWEB.PDF
   - E-104-26 NCWEB.PDF
   - E-105-26 NCWEB.PDF
   - E-106-26 NCWEB.PDF
   - E-107-26 NCWEB.PDF

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE NASSAU COUNTY LEGISLATURE WILL HOLD MEETINGS OF THE **COMMITTEES OF THE LEGISLATURE** ON MONDAY, SEPTEMBER 14TH , 2026 STARTING AT 1:00 PM AND WILL HOLD A **FULL SESSION OF THE LEGISLATURE** ON MONDAY, SEPTEMBER 28TH, 2026 AT 1:00 PM, FOR PRESENTATIONS, PUBLIC COMMENT AND FOR THE LEGISLATIVE CALENDAR AT THE CONCLUSION OF PRESENTATIONS AND PUBLIC COMMENTS AS PROVIDED FOR IN THE RULES OF THE LEGISLATURE IN THE **PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501**.

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

FULL LEGISLATIVE SESSION	1:00PM

Dated: August 31st , 2026
Mineola, NY

MICHAEL C. PULITZER
Clerk of the Legislature

The Nassau County Fire Marshal's Office orders a maximum occupancy of 251 people for the Peter J. Schmitt Memorial Legislative Chamber and an additional 71 people for the legislative antechamber. Attendees who will address the Legislature must submit a written slip to the Clerk's office staff. The Rules of the Legislature limit public comment to three minutes per person. At meetings of the full Legislature, members of the public may speak during the pre-calendar public comment period and during public hearings that are on the calendar. At meetings of the Legislature's committees and prior to the call of the first committee of the day, members of the public may speak and on agenda items only. Individuals may scan the below QR code or email the Clerk of the Legislature at LegPublicComment@nassaucountyny.gov to have comment included in the record of the Legislative meeting. The Nassau County Legislature provides accessibility and reasonable accommodation to its public meetings for the attendance and participation of individuals with disabilities. Anyone in need of assistance should contact the Office of the Clerk of the Legislature at 516.571.4252, the Nassau County Office for the Physically Challenged at 516.227.7101 or TDD Telephone 516.227.8989. The Legislature streams every meeting live at http://www.NassauCountyNY.gov/agencies/Legis/index.html.

Nassau County Shared Services,
Office of Purchasing

Staff Summary A-58-2026

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 AUG 25 A 11:18

Subject: Testing of Underground Petroleum Storage Tanks (S/B # 90783-02266-015)	Date: June 17, 2026
Department: Shared Services, Office of Purchasing	Vendor Name: AARCO Environmental Services Corp.
Department Head Name: Melissa Gallucci	Contract Number: A-58-2026
Department Head Signature: Melissa Gallucci	Contract Manager Name: Timothy Funaro Buyer

Internal Approvals			
Date & Initial	**Approval**	**Date & Initial**	**Approval**
8/21/2026	Chief Procurement Officer	8/24/20	Budget
8/21/2026 MD	County Attorney	8/24/26	County Executive

Rev. 03/2024 8/21/26 SM Insurance

Significant Adverse Information Identified? Yes ○ / No ● (If Yes, attach memo.)

Purpose: To authorize and award a blanket purchase order for testing of underground petroleum storage tanks for the Nassau County Department of Public Works.

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

Vendors Viewed the solicitation: 20*	**Vendors bid on this solicitation: 6**
3 Woman Owned business	0 Woman Owned Business
1 Minority (African/American)	0 Minority (African/American)
8 Small Business	1 Small Business
0 Service Disabled (Veteran) Owned	0 Service Disabled (Veteran) Owned
0 Veteran Owned Business	0 Veteran Owned Business
11 None of the Above	5 None of the Above

The Identified lowest responsible bidder AARCO Environmental Services Corp. is not listed in any of the above categories. ***Some vendors listed themselves in multiple categories.***

Impact on Funding/Term: The Maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services shall be Two Million dollars ($2,000,000.00)from general funds PWGEN1070 DETNK, and PWCAPCAP 00006. The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services option to renew up to an additional four (4) one (1) year periods and additional two (2) month period, for a total term of five (5) years and two(2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to AARCO Environmental Serves Corp. as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

A-58-2026

TO: CLERK OF THE COUNTY LEGISLATURE

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: June 17, 2026

SUBJECT: RESOLUTION – NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF TWO MILLION DOLLARS ($ 2,000,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO AARCO ENVIRONMENTAL SERVICES CORP. FOR TESTING OF UNDERGROUND PETROLEUM STORAGE TANKS.

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

Melissa Gallucci

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

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

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 90783-02266-015 for testing of underground petroleum storage tanks for Nassau County Department of Public Works as more particularly described in the bid document; and

WHEREAS the Commissioner of Shared Services is representing to the Rules Committee that AARCO Environmental Services Corp. meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with AARCO Environmental Services Corp.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Suzanne Spadalik [SUZANNES@AARCOCORP.COM]

Dated: 05/07/2026 03:29:53 pm

Vendor: AARCO Environmental Services corp

Title: Controller

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: 05/07/2026

1) Proposer's Legal Name: AARCO Environmental Services corp

2) Address of Place of Business: 50 GEar Ave

City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757

Country: US

3) Mailing Address (if different): ________

City: ________ State/Province/Territory: ________ Zip/Postal Code: ________

Country: ________

Phone: ________

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

4) Dun and Bradstreet number: 111834656

5) Federal I.D. Number: 810551121

6) The proposer is a: Corporation (Describe) ________

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

should a conflict arise we would notify county and adhere to their guild lines

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

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

05/13/2002

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

Richard Spadalik 3 Yellow Brick Ct Northport NY 11768
Roger Terlaga 18 S Equestrian Ct Hauppauge NY 11788

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

Same as above
Richard Spadalik President and Treasurer
Roger Terlaga VP and Secretary
COO - Steve Plofker - 55 Appel Dr Shirley NY 11967
CFO - Suzanne Spadalik - 3 Yellow Brick Ct Northport NY 11768

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

84

vi) Annual revenue of firm;

30000000

vii) Summary of relevant accomplishments

Multiple contracts regarding tank removals in Nassau/Suffolk county and the five boroughs

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

B. Indicate number of years in business.

24

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

1 File(s) uploaded: AARCO Service Offerings.pdf

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

Company: Town of Islip
Contact Person: Thomas Kahl
Address: 401 Main St
City: Islip   State/Province/Territory: NY
Country: US
Telephone: (631) 595-3500

Fax #
E-Mail Address tkahl@islipny.gov

Company Town of Brookhaven
Contact Person karen Volkman
Address 550 North Ocean Ave
City Patchogue State/Province/Territory NY
Country US
Telephone (631) 451-6551
Fax #
E-Mail Address Kvolkman@brookhavenny.gov

Company Walden Associates
Contact Person Darren Ikin
Address 16 Spring St
City Oyster Bay State/Province/Territory NY
Country US
Telephone (631) 829-6787
Fax # (631) 586-5910
E-Mail Address dikin@walden-associates.com

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

I, Jackie Manzo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

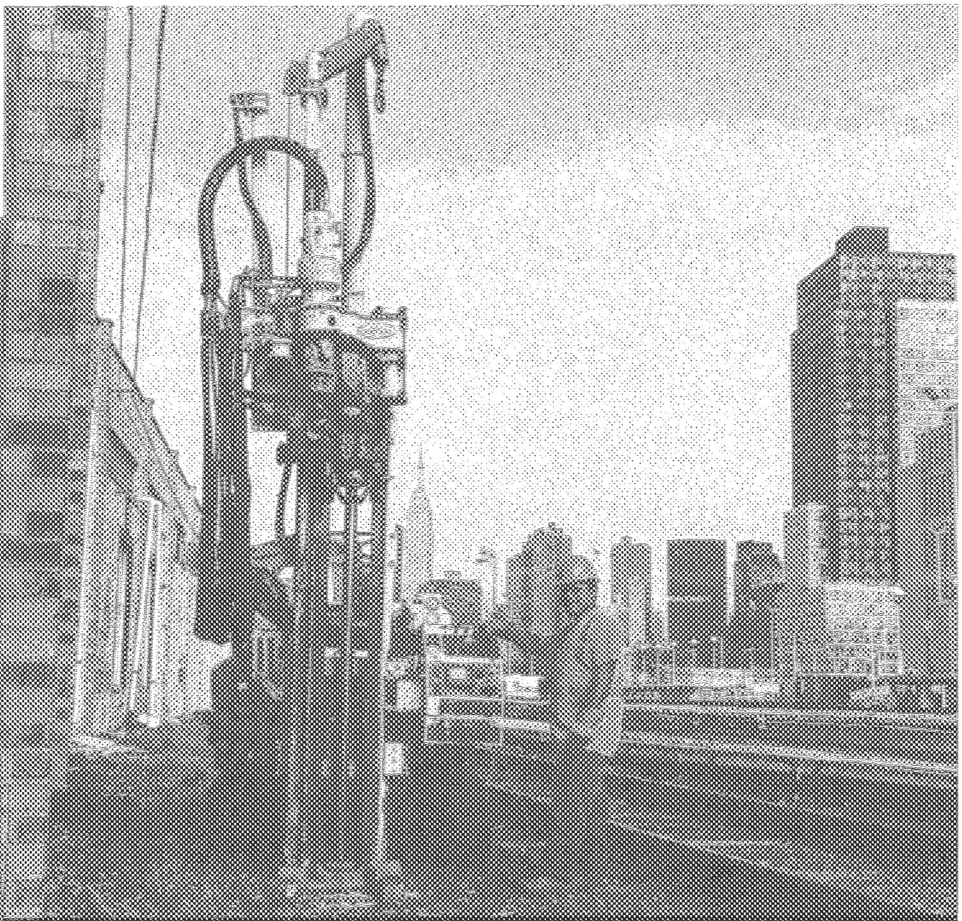
Name of submitting business: AARCO Environmental Services Corp

Electronically signed and certified at the date and time indicated by:
Jackie Manzo JACKIEM@AARCOCORP.COM

Admin
Title

06/12/2026
Date

AARCO
Environmental
Services Corp.



SERVICE OFFERINGS

- Direct Push Geoprobes
- Air/Mud Rotary Rock Coring
- Sonic Drilling
- Hollow Stem Auger
- Truck & Track Mounted Rigs w/ Auto Hammers
- Limited Access Capabilities
- Well Abandonments
- Chemical Injections
- Licensed Well Drilling

VALUE ADDED SERVICES

- Utility Locating Service
- Ground Penetrating Radar
- Soft Dig Capabilities
- Test Pit Excavation
- Video Pipe Inspection
- Waste Characterization & Profiling Support
- IDW Transportation & Waste Disposal

INDUSTRIES SERVED

- PROPERTY MANAGERS
- CONSULTANTS & ENGINEERS
- DEVELOPERS
- UTILITIES
- MUNICIPAL GOVERNMENTS
- CONSTRUCTION
- MEDICAL FACILITIES
- SCHOOLS
- MANUFACTURERS
- TRANSPORTATION

DRILLING SERVICES

AARCO Environmental Services Corp. supports both Environmental and Geotechnical drilling investigations throughout the NY tri-state region. With a diverse, modern, and well maintained fleet of equipment, our team of drilling experts take a personal approach to successfully completing each project safely, on time, and under budget. With service centers located in Lindenhurst, NY and Woodbridge, NJ we are strategically located to meet your needs in both New York & New Jersey. Give us a call today, we're here to help!

ABOUT AARCO ENVIRONMENTAL:

AARCO Environmental was founded in 2002 as an environmental contracting company based on Long Island. We have built a strong reputation on providing safe, quality service to our public and private sector clientele.

LICENSED & INSURED

NY: 631.586.5900
NJ: 732.750.0289

WWW.AARCOENVIRONMENTAL.COM

AARCO
Environmental
Services Corp.

www.AARCOen
AARC
(631) 586-5
TANK SERVICES
Repairs
Installations
Tank Testing

SERVICE OFFERINGS

- Tank Tightness Testing
- Cathodic Protection Testing, Installation, and Service
- EZY Locator Plus
- Overfill EZY Chek II
- Functionality Testing
- AST Tank Inspections
- Non-Destructive Testing
- Precision Line Testing
- Leak Detector Testing
- Stage II Vapor Recovery Testing
- Ultrasonic Thickness Testing
- Helium Pinpoint Leak Detection

VALUE ADDED SERVICES

- Emergency Spill Response
- Utility Locating Service
- Ground Penetrating Radar
- Tank Removal & Closure
- Investigative Drilling
- Chemical Injections
- Video Pipe Inspection
- Vacuum Truck Serivces
- Waste Management

INDUSTRIES SERVED

- PROPERTY MANAGERS
- CONSULTANTS & ENGINEERS
- UTILITIES
- MUNICIPAL GOVERNMENTS
- FUELING STATIONS
- CONSTRUCTION
- MEDICAL FACILITIES
- SCHOOLS
- MANUFACTURERS
- TRANSPORTATION

PUMP & TANK SERVICES

AARCO Environmental Services Corp. provides turn key pump & tank services throughout the New York tri-state region. Our team of licensed and certified pump and tank experts are prepared to test your tanks, associated lines, and perform all necessary repairs to bring your system into regulatory compliance. With service centers located in Lindenhurst, NY and Woodbridge, NJ we are strategically located to meet your needs in NY, NJ, and CT. Give us a call today, we're here to help!

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WWW.AARCOENVIRONMENTAL.COM

AARCO
Environmental
Services Corp.

AARCO
Environmental Services Corp.
631-586-5900
AARCO

SERVICE OFFERINGS

- Emergency Spill Response
- Confined Space Entry
- Industrial Cleaning
- Tank Removal & Closure
- Decontamination
- Excavation
- Vactor & Guzzler Service
- Line Jetting
- Roll-Off Transportation
- Liquid Vacuum Trucks
- Remedial System Installation
- Waste Management

VALUE ADDED SERVICES

- Utility Locating Service
- Ground Penetrating Radar
- Investigative Drilling
- Chemical Injections
- Video Pipe Inspection
- Tank Testing
- Waste Characterization & Profiling Support

INDUSTRIES SERVED

- PROPERTY MANAGERS
- CONSULTANTS & ENGINEERS
- DEVELOPERS
- UTILITIES
- MUNICIPAL GOVERNMENTS
- CONSTRUCTION
- MEDICAL FACILITIES
- SCHOOLS
- MANUFACTURERS
- TRANSPORTATION

REMEDIATION SERVICES

AARCO Environmental Services Corp. provides a variety of turn key remedial services throughout the New York tri-state region. Our team of innovative remedial experts, along with our diverse fleet of modern equipment, take a personal approach to successfully completing each project safely, on time, and under budget. With service centers located in Lindenhurst, NY and Woodbridge, NJ we are strategically located to meet your needs in NY, NJ, PA, and CT. Give us a call today, we're here to help!

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LICENSED & INSURED

NY: 631.586.5900
NJ: 732.750.0289

WWW.AARCOENVIRONMENTAL.COM

AARCO
Environmental Services Corp.

SERVICES AVAILABLE

- **TRANSPORTATION**
  Our fleet of waste hauling vehicles include van trailers, tankers, vacuum trucks, box trucks, and roll-offs all of which are permitted to securely transport hazardous, universal, & non-hazardous wastes throughout the northeast and mid-atlantic regions.

- **DISPOSAL**
  Dale Transfer Corp., our subsidiary manages a wide variety of non-hazardous wastes. In addition, we offer a variety of hazardous waste treatment options and facilities to meet the disposal requirements of your organization.

- **COMPLIANCE SUPPORT**
  With over 100 years of collective waste management experience we offer a consultative approach to your waste management program. We can assist with RCRA compliance support including waste characterization, storage area setup & maintenance, and regulatory reporting.

INDUSTRIES SERVED

- **PROPERTY MANAGERS**
- **CONSULTANTS & ENGINEERS**
- **UTILITIES**
- **MUNICIPLE GOVERNMENTS**
- **SCHOOLS**
- **MEDICAL FACILITIES**
- **MANUFACTURERS**
- **CONSTRUCTION**
- **PHARMACEUTICALS**

WASTE MANAGEMENT SERVICES

AARCO Environmental Services Corp. provides waste transportation, disposal, and compliance support to a variety of waste generating clients throughout the NY tri-state region. With a variety of treatment options and disposal facilities available, our waste management experts create a program tailored to your organizations waste goals following all EPA, state, and local regulations. Our service centers are located in Lindenhurst, NY and Woodbridge, NJ which are strategically located to safely & efficiently manage all of your organizations waste streams. Give us a call today, we're here to help!

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LICENSED & INSURED

NY: 631.586.5900
NJ: 732.750.0289

WWW.AARCOENVIRONMENTAL.COM

DALE TRANSFER CORP.
Long Island's Premier Industrial Waste Facility

AARCO
AARCO

WASTE STREAMS ACCEPTED

- Investigative Drilling Waste
- Off-Spec Products
- Petroleum Impacted Liquids
- Contaminated Sludges & Soils
- Pharmaceutical Production Waste
- Catch Basin Debris
- Septic & Grease Waste
- Spill Cleanup Debris & PPE
- Out of Date Non-RCRA Chemicals
- Oil Water Separator Waste

DISPOSAL TECHNOLOGIES

- Recycling
- Landfill
- Waste To Energy
- Beneficial Reuse
- Incineration

ADDED VALUE SERVICES

- Waste Profile Support
- Pre-printed Manifests
- Sampling & Waste Characterization
- Bulk & Drum Transportation
- Extended & Emergency Hours

INDUSTRIES SERVED

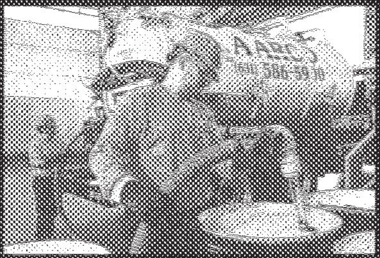
- ENVIRONMENTAL FIRMS
- MANUFACTURERS
- PHARMACEUTICALS
- ENGINEERS & CONSTRUCTION
- UTILITIES
- TRANSPORTATION
- MUNICIPAL GOVERNMENTS

DALE TRANSFER CORPORATION

Dale Transfer Corporation is permitted to receive a wide variety of non-hazardous wastes from our clients located throughout the region. Dale is regulated by the NYSDEC and is permitted, on a daily basis, to receive 77,000 gallons of non hazardous industrial liquid in addition to 300 cubic yards of impacted solids. Our facility is strategically located in West Babylon, NY allowing for the safe and efficient handling of waste materials generated within the NY tri-state region. Give us a call today, we're here to help!

ABOUT DALE TRANSFER CORP.:

Dale Transfer Corp. was founded in 2014 as an Non-Hazardous waste transfer facility located in West Babylon, New York. Our facility has built a strong reputation within the industry by providing compliant and responsive disposal services to our waste management clientele.



NYSDEC FACILITY ID: 1-4720-03277 PHONE: 516.368.3324 WWW.DALETRANSFER.COM

Xray
Utility Locating Service

SERVICE OFFERINGS

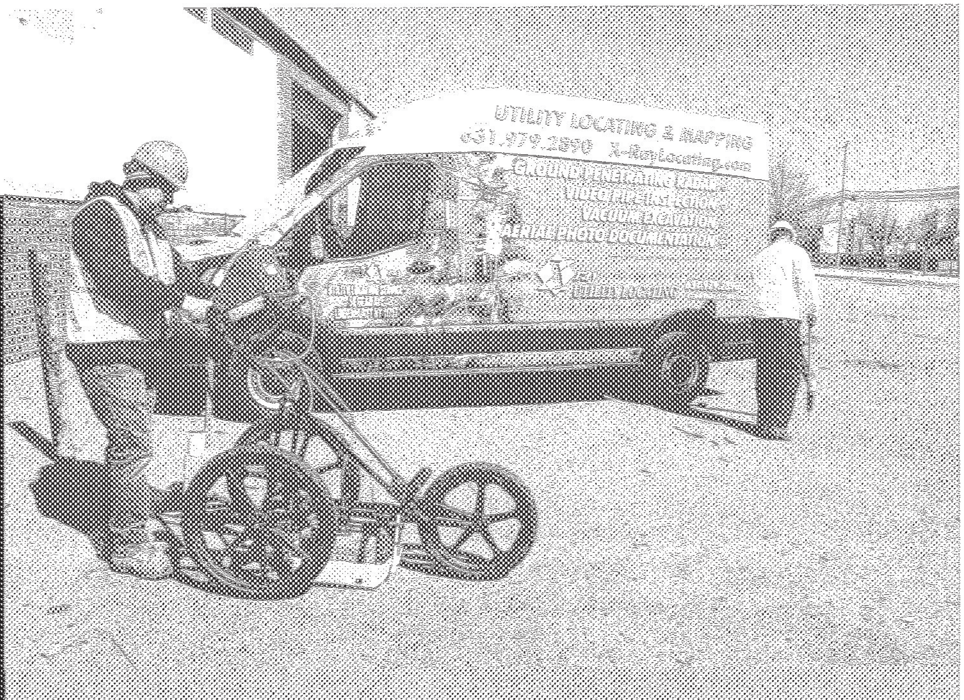
- Line & Utility Locating
- Ground Penetrating Radar (GPR)
- Video Pipe Inspections
- Vacuum Excavation (Soft Dig)
- Buried Manhole Cover & Valve Investigations
- Tank Locating
- Digital Mapping

VALUE ADDED SERVICES

- Emergency On-Call Service
- Line Jetting
- Chemical Injections
- Env. & Geotechnical Drilling
- Confined Space Entry
- Tank & Line Testing
- Test Pit Excavation
- Waste Transportation & Disposal

INDUSTRIES SERVED

- ENVIRONMENTAL FIRMS
- CONSULTANTS & ENGINEERS
- DEVELOPERS
- PROPERTY MANAGERS
- CONSTRUCTION
- UTILITIES
- MUNICIPAL GOVERNMENTS
- RESIDENTIAL
- SCHOOLS
- MANUFACTURERS

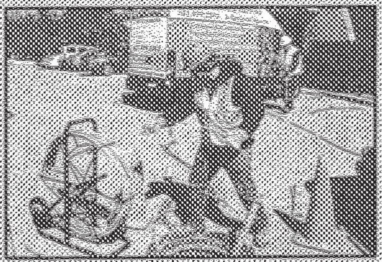

UTILITY LOCATING & MAPPING
631.979.2890 X-RayLocating.com
GROUND PENETRATING RADAR
VIDEO PIPE INSPECTION
VACUUM EXCAVATION
AERIAL PHOTO DOCUMENTATION

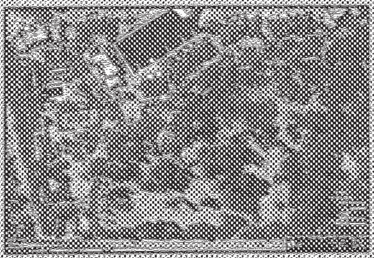
Xray Locating Service, Inc.

Many organizations do not realize the importance of a proper mark-out prior at the start of a project. Xray Locating Service's mission is to prevent unnecessary personal injuries along with costly utility and property damage at your project site. Our team of industry experts provide responsive, thorough, and accurate sub-surface utility surveys often extending surveys completed by a public call out. Our office is located in Lindenhurst, NY strategically located to cover both the Northeast and MidAtlantic regions. Give us a call today, we're here to help!

ABOUT XRAY LOCATING SERVICE:

Xray Locating Service, Inc. was founded in 1998 as a private underground utility locating company offering a wide range of project support services. We have built a strong reputation within the industry by providing safe, quality service to our public and private sector clientele.





LICENSED & INSURED **PHONE: 631.979.2890** **WWW.X-RAYLOCATING.COM**

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 Spadalik
Date of birth: 03/07/1968
Home address: 3 Yellow Brick Ct
City: Fort Salonga State/Province/Territory: NY Zip/Postal Code: 11768
Country: US

Business Address: 50 gear avenue
City: LINDENHURST State/Province/Territory: NY Zip/Postal Code: 11757
Country US
Telephone: 6315865900

Other present address(es):
City: Northport State/Province/Territory: NY Zip/Postal Code: 11768
Country: US
Telephone: 6315865900

List of other addresses and telephone numbers attached

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

President	05/02/2002	Treasurer	05/02/2002
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 [X] NO [ ] If Yes, provide details.
55% owner

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Richard Spadalik, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Aarco Environmental Services
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Richard Spadalik RICK@AARCOCORP.COM

President
Title

06/11/2026 03:10:30 pm
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Roger Terlaga
Date of birth: 07/04/1968
Home address: 18 SO Equestrain Court
City: HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788
Country: US

Business Address: 50 Gear avenue
City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757
Country US
Telephone: 6315865900

Other present address(es):
City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757
Country: US
Telephone: 6315865900

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	05/02/2002
Chief Financial Officer		Partner	
Vice President	05/02/2002		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
45% owner

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Roger Terlaga , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

AARCO Environmental Services Corp.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Roger Terlaga ROGERT@AARCOCORP.COM

Vice President
Title

05/08/2026 03:07:01 pm
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Steven Plofker
Date of birth: 08/21/1960
Home address: 55 Appel Drive
City: Shirley State/Province/Territory: NY Zip/Postal Code: 11967
Country: US

Business Address: 50 GEAR AVENUE
City: LINDENHURST State/Province/Territory: NY Zip/Postal Code: 11757
Country US
Telephone: 6315865900

Other present address(es):
City: LINDENHURST State/Province/Territory: Zip/Postal Code:
Country: US
Telephone: 6315865900

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	08/20/2019	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 notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Steven Plofker, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Aarco Environmental Services
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Steven Plofker SPLOFKER@AARCOENVIRONMENTAL.COM

Chief Operating Officer
Title

05/07/2026 03:09:58 pm
Date

COUNTY OF NASSAU

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

1. Name of the Entity: AARCO Environmental Services

Address: 50 Gear Ave

City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757

Country: US

2. Entity's Vendor Identification Number: 1000032657

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

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

First Name Steven
Last Name Plofker
MI Suffix
Address 50 Gear Avenue
City Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11704
Country US
Position Chief Operating Officer

First Name Richard
Last Name Spadalik
MI Suffix
Address 50 Gear Ave
City Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757
Country US
Position President

First Name Roger
Last Name Terlaga
MI Suffix

Address 50 Gear Ave
City Lindenhurst State/Province/ Territory: NY Zip/Postal Code: 11757
Country US
Position VP

First Name Suzanne
Last Name Spadalik
MI Suffix
Address 50 Gear Ave
City Lindenhurst State/Province/ Territory: NY Zip/Postal Code: 11757
Country US
Position Controller

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

First Name Roger
Last Name Terlaga
MI Suffix
Address 50 Gear Ave
City Lindenhurst State/Province/ Territory: NY Zip/Postal Code: 11757
Country US
Position VP

First Name Richard
Last Name Spadalik
MI Suffix
Address 50 Gear Ave
City Lindenhurst State/Province/ Territory: NY Zip/Postal Code: 11757
Country US
Position President

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

None

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Jackie Manzo [JACKIEM@AARCOCORP.COM]

Dated: 06/12/2026 11:47:39 am

Title: Admin

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 90783-02266-015 Dated: Ad. 01/29/2026
		BID OPENING DATE February 26, 2026 11:00 A.M. E.D.S.T.
BUYER Timothy Funaro	TELEPHONE 516-571-7720	REQUISITION NUMBER N/A

OFFICE OF PURCHASING
MAR 17 2026
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Testing of Underground Petroleum 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: Various Nassau County Locations	GUARANTEED DELIVERY DATE ________ DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER

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

NAME OF BIDDER	AARCO Environmental Services Corp						
ADDRESS	50 Gear Ave						
CITY	Lindenhurst	STATE	NY	ZIP CODE	11757	TELEPHONE	631-586-5900
SIGNATURE OF AUTHORIZED INDIVIDUAL				PRINT OR TYPE NAME OF SIGNER AND TITLE	Steven Plofker COO		

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

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

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

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

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

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

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

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

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

Director. Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: AARCO Environmental Services Corp

Address: 50 Gear Ave Lindenhurst NY 11757

Telephone No: 631-586-5900 Fax No: 631-586-5910

1. State Whether: A Corporation X

Individual ______

Partnership ______

GUIDELINES FOR DISCLOSURE

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

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

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

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.

N/A

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**

COO
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
90783-02266-015

QUALIFICATION STATEMENT

BIDDER'S NAME: AARCO Environmental Services Corp

ADDRESS: 50 Gear Ave Lindenhurst NY 11757

1. STATE WHETHER: CORPORATION X INDIVIDUAL ______ PARTNERSHIP ______

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

PRESIDENT Rick Spadalik - 50 Gear Ave Lindenhurst NY 11757

VICE PRESIDENT Roger Terlaga - 50 Gear Ave Lindenhurst NY 11757

SECRETARY Roger Terlaga - 50 Gear Ave Lindenhurst NY 11757

TREASURER Rick Spadalik - 50 Gear Ave Lindenhurst NY 11757

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes
IF SO WHEN? 2025

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 25 Years

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?
All environmental and drilling services

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
Rick Spadalik	President	20+	Environmental	office, field, ownership
Roger Terlaga	Vice President	20+	Environmental	office, field, ownership

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
We have performed this contract in the past

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

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

BIDDER SIGN HERE ______________________ COO
BIDDER **TITLE**

Carmine Costantini - Senior Project manager

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

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

1. REFERENCE'S NAME: Town of Islip

ADDRESS: 401 Main St Islip NY 11751

TELEPHONE: (631) 595-3500 ext. 1688 CONTACT PERSON Thomas Kahl
CONTRACT DATE: March 2017 - Present

e-mail Tkahl@islipny.gov

2. REFERENCE'S NAME: Town of Brookhaven

ADDRESS: 550 North Ocean Ave
Patchogue NY 11772

TELEPHONE: 631-451-6551 CONTACT PERSON Karen Volkman
CONTRACT DATE: March 2017 - Present

e-mail Kvolkman@brookhavenny.gov

3. REFERENCE'S NAME: Eastern Suffolk Boces

ADDRESS: 201 Sunrise Highway Patchogue NY 11772

TELEPHONE: (631) 472-8775 CONTACT PERSON James O'Hagan
CONTRACT DATE: March 2017 - Present

e-mail johagan@esboces.org

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

BIDDER SIGN HERE ______ **BIDDER**

COO
TITLE

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 ____________________ COO
BIDDER **TITLE**

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

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

PLEASE CHECK ONE:

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

OR

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

Dated: 2/24/26

(Signature of Bidder)

Print Name: Steven Plofker

Print Title: COO

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.

BIDDER SIGN HERE ______________________ COO
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.

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.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

1) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
2) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
3) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
4) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent under this Agreement;
5) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
6) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work under this Agreement.

BIDDER SIGN HERE ______________________ COO
BIDDER **TITLE**

INDEMNIFICATION:

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

DEFINITIONS:

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

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

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

IMPORTANT

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

REQUIRED VENDOR DISCLOSURE FORMS

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

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

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

PLEASE NOTE:

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

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

BIDDER SIGN HERE ______________________ **BIDDER**   COO **TITLE**

REQUESTS FOR INFORMATION OR CLARIFICATION

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

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

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

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

Ordinance # 153-2018

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

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

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

Ordinance # 72-2014

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

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

BIDDER SIGN HERE ______________________ COO
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 **Testing of Underground Petroleum 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 listed herein will be made under Blanket orders.

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

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

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase 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 5 **Days A/R/O.**

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

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:

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

BIDDER SIGN HERE ____________________ COO
BIDDER **TITLE**

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.

Steven Plofker
CLAIMANT NAME

2/24/26
DATE

BY (SIGNATURE)

COO
TITLE

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

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.

Steven Plofker
Claimant Name

2/24/26
Date

By Signature

COO
Title

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

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.

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.

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

BIDDER SIGN HERE ______________
BIDDER

COO
TITLE

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 yr

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

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

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

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

STATE PRICE PROTECTION PERIOD: 90 **DAYS AFTER BID OPENING**

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

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.

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

BIDDER SIGN HERE ______________________ **BIDDER**

COO
TITLE

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

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

BIDDER SIGN HERE ______________________ COO
BIDDER TITLE

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

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

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

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

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

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

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

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

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

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

NON PERFORMANCE

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

DISCLAIMER

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

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he 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.

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

BIDDER SIGN HERE ______________________ COO
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**

COO
Title

2/24/26
Date

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

BIDDER SIGN HERE ______________________ **BIDDER**

COO
TITLE

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.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
90783-02266-015

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 24th day of February, 20 26 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: AARCO Environmental

Address: 50 Gear Ave

Street: Gear Ave

City, Town, etc: Lindenhurst NY 11757

Telephone: 631-586-5900 Title:

If applicable, responsible Corporate Officer

Name Steve Plofker Title COO

Signature: Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY 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** COO **TITLE**

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 2/24/26

Signature:

Name: Steven Plofker

Title: Chief Operating Officer

Contractor Name: AARCO Environmental Services Corp

Contractor Address: 50 Gear Ave Lindenhurst NY 11757

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

BIDDER SIGN HERE ______ **BIDDER** ______ COO **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 ______________________ COO
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.

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BIDDER SIGN HERE ______________________ COO
BIDDER **TITLE**

Living Wage

Section 1. Authority and Usage

a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.

b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not:

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

See Living Wage Law, § 1 "Employee," "Employer"

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:

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BIDDER SIGN HERE ______________________ COO
BIDDER **TITLE**

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

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"

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

The chief executive officer of the Contractor is:

Rick Spadalik (Name)

50 Gear Ave Lindenhurst NY 11757 (Address)

631-586-5900 (Telephone Number)

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

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

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

BIDDER SIGN HERE ______________________ COO
BIDDER **TITLE**

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

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

2/26/26
Dated

Signature of Chief Executive Officer

Rick Spadalik
Name of Chief Executive Officer

Sworn to before me this
25th day of February, ~~2008~~ 2026.

Notary Public

TARA L BOGGS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BO6203253
Qualified in Suffolk County
My Commission Expires 03-30-2029

NY STATE LABOR LAW

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

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

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

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

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

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

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

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

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

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

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

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

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever is greater", or similar language.

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

BIDDER SIGN HERE ______________________ COO
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.

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.

Estimated Annual Usage Approximately $305,000.00

Prevailing wages are applicable to this bid use, Plumber tank and pump for plumping related issues and Electrician for electrical related issues both from article 8.

Summary:

The County has approximately 380 underground storage tanks at over 125 locations countywide that are mandated by the Nassau County Fire Commission and or the Nassau County Department of Health regulations to be tested on a routine basis.

ACCREDITATIONS/LICENSING:

Applicants must be able to provide proof that they employ staff holding the following accreditations/licensing.

1. **State of New York, County of Nassau, Health Department F/C Liquid Store Installers license.** 20251R17 (FT)
2. **State of New York, County of Nassau, Health Department F/C Tank Removal license** 20251R17 (FT)
3. **NYS 364 Transporter permit** 1A-727
4. **Forty-Hour OSHA certified technicians**
5. **Eight-Hour Hazwopper certified technicians**
6. **Ten Hour OSHA construction safety certified technicians**
7. **OSHA Medical Clearance**
8. **Respirator Fit Tested technicians**

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

BIDDER SIGN HERE ______________________ COO
BIDDER **TITLE**

9. API Certified technicians 6

10. LPS Certified technicians ~~0 - will certify if required~~ 6

11. UST and AST Nassau County Certified Tank testers 4

12. First aid and CPR certified technician 9

13. Cathodic Protection 1 Tester, Issued by The National Association of Corrosion Engineers 1

PARTS: All parts associated with testing of petroleum product storage tanks from the tank to the supported apparatus including but not limited to, alarms, vent lines, feed lines, return lines, pipes. All parts should be OEM or commonly used replacement parts, which must be approved by designated County representatives.

REPAIRS : Repair needs discovered during testing shall be considered emergencies and completed as soon as reasonably possible to avoid DEC and DOH shutdowns. Vendor shall contact their designated County representative and notify them of the repair, parts needed and length of time needed to complete repairs. Upon request of the using agency, vendor shall provide a "day tank" to ensure county operations during repair period. Upon submittal of invoice proving rental of such tank, using agency will reimburse cost without markup or discount.

Repair needs not required to pass testing must be authorized by the designated County representative for the site and performed under direct supervision of County Personnel.

In all cases, all equipment rentals and material purchases shall be approved by a designated County representative prior to commencement of work. Vendor will send one technician unless specified by and/or agreed upon by County representative prior to commencement of work.

VENDOR MUST PROVIDE:
Contractor will maintain stock of regular supply items commonly used in their trade (i.e. Tape, screws, cable ties, adhesive liquids, etc.) and ensure that mechanics arrive at the jobsite adequately supplied with such. Departures from job site to obtain such items shall not be charged as time worked to the county. Departures from the job site for OEM parts will be with prior approval of the designated agency representative and shall be obtained from a supplier as local to the job site as reasonably possible.

On all jobs performed by the vendor, job location shall be restored to a safe and aesthetically acceptable condition prior to departure.

PAYMENT:
1. Time sheet signed by authorized county personnel. Time sheets shall show time of arrival and time of departure. Travel time to and from place of employment or prior jobs shall not be considered in the total work time charged to the using agency and must not be submitted.

2. Details of parts used:

Only actual system components, shown on the plans and specifications for the affected system machinery, should be billed. If the parts used are regularly kept in stock by the contractor, manufacturer's price lists can be used to invoice the using agency. The contractor should furnish a copy of the price list to the Office of Purchasing as well as furnished with the claim. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim without revision or eradication. Exception: Contractor may black-out credit payment details on invoice. Compliance with the above is necessary in order to expedite the payment. Claims without the above will be returned to contractor without payment until a complete claim is submitted.

Pricing:

ITEM #	QTY.	DESCRIPTION	UNIT PRICE
1)		Testing of petroleum product storage tanks - < 1,000 gallons	$ 695.00
2)		Testing of petroleum product storage tanks – 1,001 to 4,000 gallons	$ 795.00
3)		Testing of petroleum product storage tanks – 4,001 to 10,000 gallons	$ 895.00
4)		Testing of petroleum product storage tanks - > 10,000 gallons	$ 995.00
5)		Two (2) year Functionally testing of submersible pumps rate	$ 195.00
6)		Yearly leak detection of submersible pumps	$ 195.00

Repairs made during testing:

7) Labor – Straight time (between the hours of 7:00am – 3:00pm Monday to Friday) $ 165.00

8) Labor – Overtime (all hours after 3:00pm and before 7:00am, all day Saturday and Sunday) $ 175.00

9) Material rates:

a. cost + 18 %

b. List price – 0

10) There will be no mark up on all rental equipment including but not limited to Roll Off Containers, Vac. Trucks, Guzzler Trucks and excavation equipment will be paid at cost plus 0.00%

Self-owned equipment will be billed at the rental rate blue book for that year.

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

BIDDER SIGN HERE ____________________ BIDDER

COO
TITLE

Repairs made during non-testing periods:

11) Labor – Straight time (between the hours of 7:00am – 3:00pm Monday to Friday) $ 185.00

12) Labor – Overtime (all hours after 3:00pm and before 7:00am, all day Saturday and Sunday) $ 195.00

13) Material rates:

a. cost + 18%

b. List price – 0

14) There will be no mark up on all rental equipment including but not limited to Roll Off Containers, Vac. Trucks, Guzzler Trucks and excavation equipment will be paid at cost plus 0.00%

Transfer and refill of tank:

15) Price per gallon $ 0.79

16) Liquid disposal rate per gallon $ 1.35

17) Solid disposal rate per ton $ 179.00

Additional tanks, locations and services 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 ______________________ COO

BIDDER TITLE

Bruce A. Blakeman
COUNTY EXECUTIVE

NASSAU COUNTY
STATE OF NEW YORK

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263
Date 02/25/2026

AMENDMENT NO. 1

FORMAL SEALED BID NO. 90783-02266-015 page 1 of 2

FOR: Testing of Underground Petroleum Storage Tanks

ISSUED: **January 29, 2026**
OPENING: **February 26, 2026**

TO ALL BIDDERS:

1) This formal sealed bid has been postponed until March 17, 2026 at 11:00 AM

2) Add to specifications pages two

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

4) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Claudia Clausurdo
Purchasing Technical Coordinator

The following question and answers are made part of the formal sealed bid

Question 1) Line 5: Can you please clarify. Is this functionality for tank system and alarms or the submersible pump rate alone

Answer: Just the submersible pump rate alone

Question 2) Line 10: Is the blue book rate

Answer: Yes

Question 3) Line 15: Price per gallon. Is this per gallon for transferring from one tank to another including equipment and labor

Answer: No this is just the gallons of fuel this does not include equipment and labor; they are to be billed using a different line item on the contract.

Question 4) Line 16: Liquid disposal rate per gallon. Can you please clarify, water costs less then fuel and gasoline cost even more. Once a price is known for each product does it include equipment and labor.

Answer: No this is just the price per gallon of liquid disposal. This does not include equipment and labor; they are to be billed using a different line on the contract.

Question 5) line 17: Solid disposal rate per ton. Can you please clarify type of waste example Haz non Haz and does it include equipment and labor.

Answer: This includes all waste, both hazardous and non-hazardous. This does not include equipment and labor; they are billed using a different line on the contract.

Question 6) When requesting price per test (testing of petroleum product storage tanks) on page 38, does that refer to a system precision tank test? If yes, will that include isolation material and labor inclusive if the vent line is over 12 feet high?

Answer: This includes whatever is typically included in a complete tank rest.

Question 7) What does LPS (10. LPS certified Technician) stand for on page 37?

Answer: The County is stating that this is a requirement that technicians that do work of the tanks must be LPS certified. We are not asking for a number or price

Question 8) Are County fees to be included in Unit Pricing

Answer: No, they are not included they are in addition to the formal sealed bid see page 14.

Question 9) Is there a set schedule for testing the 380 tanks that can be provided?

Answer: There is no premade schedule, all testing is scheduled upon request from the agency.

NASSAU COUNTY STATE OF NEW YORK

FORMAL BID RECOMMENDATION

BID NUMBER 90783-02266-015
OPEN 03/17/2026
TITLE: Testing of Underground Petroleum Storage Tanks
DATE: March 24, 2026

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: March 24, 2026
To: Supervisor
From: Buyer Timothy Funaro

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.

Timothy Funaro
Buyer

Date: ____________________

To: Director
From: Supervisor

☐ Concur
☐ Disagree (See Reverse)

Date: 3/24/26

To: Buyer
From: Director

☑ Approved for Award

☐ Approved for No Award

☐ Hold award pending discussion

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

Director

	Bid Results
Items	**Bidder**
	Recommend an award be given to AARCO Environmental Services Corp. as the lowest responsible bidder meeting specifications and bid terms.
	See attached.

The chart below was created from invoices received from the Nassau County Department of Public Works and the Nassau County correctional Center. There was 562.75 hrs. of labor at the regular hourly rate, 550 gals of liquid disposal, 27 drums that were disposed of, and $10,251.45 in parts at the cost plus rate

	AARCO	Island Pump	Metro	Gemstar	Franklin	Aventura
Reg. hourly rate 562.75 hrs.	562.75 hrs. @ $185.00 = $104,108.75	562.75 hrs. @ $180.00 = $101,295.00	562.75 hrs. @ $210.00 = $118,177.50	562.75 hrs. @ $195.00 $109,736.25	562.75 hrs. @ $225.00= $126,618.75	562.75 hrs. @ $395.00 = $222,286.25
550 gals	550 gal @ 1.35 = $742.50	550 gal @ $1.05 = $577.50	550 gal @ $1.66 = $913.00	550 gal @ $2.70 = $1,485.00	550 gal @ $2.00 = $1,100.00	550 gal @ $2.65 = $1457.50
27 Drums	27 @ $179.00 = $4,833.00	27 @ $325.00 = $8,775.00	27 @ $159.00 = $4,293.00	27 @ $550.00 = $14,850.00	27 @ $250.00 = $6,750.00	27 @ $95.00 = $2,565.00
Material	$10,251.45 @ 18% = $12,096.71	$10,251.45 @ 20% = $12,301.74	$10,251.45 @ 10% = $11,276.60	$10,251.45 @ 10% = $11,276.60	$10,251.45 @ 20% = $12,301.74	$10,251.45 @ 25% = $12,814.31
Total	**$121,780.96**	$122,949.24	$134,660.10	$137,347.85	$146,770.49	$239,123.06

All the vendors that responded to this bid met the rate requirements for the plumber pump and tank rate and the electrician pump and tank rate for regular hourly rate and the overtime rate.

The award was given to the lowest bidder AARCO Environmental Services Corp.

AARCO Environmental Services Corp.

Invoice

Invoice #: 225019
WO # 225019
Date: 03/25/2025

Billed To: Nassau County Correctional Center
100 Carmen Avenue
East Meadow NY

Project: 100 Carmen Avenue
East Meadow NY 11554

Attn: Frederick McFarland

Representative: Mallarie White
Billed From: 03/21/2025
Billed To: 03/21/2025

Client P.O #
Contract #

Quantity	Description	Price	Ext Price
0.75	Item 3 Labor Line 3	$159.00	$119.25
275.00	Item 5 Liquid Disposal	$1.35	$371.25
1.00	Vacuum truck Bluebook rate	$410.00	$410.00

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.
Copy and paste link to your browser: https://aarcoenv.bill-payment.org/

Non-Taxable Amount	$900.50
Taxable Amount	$0.00
Sales Tax	$0.00
Deposit	
Amount Due	$900.50

BPNC 21000121 POCC 24000586 IVNC 25009632 VCNC 25009364

AARCO Environmental Services Corp.

Invoice

Invoice #: 226389
WO # 226389
Date: 07/28/2025

Billed To: Nassau County Correctional Center
100 Carmen Avenue
East Meadow NY

Project: 100 Carmen Avenue
East Meadow NY 11554

Attn: Frederick McFarland

Representative: Mallarie White
Billed From: 07/24/2025
Billed To: 07/24/2025

Client P.O #
Contract #

Quantity	Description	Price	Ext Price
1.50	Item 3: Labor	$159.00	$238.50
9.00	Item 6: Disposal of Non Hazardous Drum	$95.00	$855.00
1.00	Bluebook: Large Box Truck	$130.00	$130.00

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

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Non-Taxable Amount	$1,223.50
Taxable Amount	$0.00
Sales Tax	$0.00
Deposit	
Amount Due	$1,223.50

BPNC 21000121

POCC 24000586

IVNC 25016590

VCNC 25016070

50 Gear Avenue
Lindenhurst, NY 11757

Phone (631) 586-5900
Fax (631) 586-5910

AARCO Environmental Services Corp.

Invoice

Invoice #: 223600
WO # 223807
Date: 10/31/2024

Billed To: Nassau County Sheriff's Department
100 Carman Avenue
East Meadow NY 11554

Project: 100 Carman Avenue
East Meadow NY 11554

Attn: Frederick T. McFarland

Representative: Steven Plofker
Billed From: 10/30/2024
Billed To: 10/30/2024

Client P.O #
Contract #

Quantity	Description	Price	Ext Price
3.00	✓ Item 3: Labor	$159.00	$477.00
18.00	✓ Item 6: Oil Filter drum disposal	$95.00	$1,710.00

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.
Copy and paste link to your browser: https://aarcoenv.bill-payment.org/

Non-Taxable Amount	$2,187.00
Taxable Amount	$0.00
Sales Tax	$0.00
Deposit	
Amount Due	$2,187.00

BPNC 21000121

POCC 24000586

IVNC 25007240

VCNC 25007033

50 Gear Avenue
Lindenhurst, NY 11757

Phone (631) 586-5900
Fax (631) 586-5910

AARCO Environmental Services Corp.

Invoice

Invoice #: 228101
WO # 228101
Date: 01/27/2026

Billed To: Nassau County Sheriff's Department
100 Carman Avenue
East Meadow NY 11554

Project: 100 Carman Avenue
East Meadow NY 11554

Attn: Frederick T. McFarland

Representative: Steven Plofker
Billed From: 01/20/2026
Billed To: 01/20/2026

Client P.O #
Contract #

Quantity	Description	Price	Ext Price
2.00	Item 3: Labor	$159.00	$318.00
275.00	Item 5: Liquid Disposal	$1.35	$371.25
1.00	Vacuum truck: Bluebook rate	$410.00	$410.00

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.
Copy and paste link to your browser: https://aarcoenv.bill-payment.org/

Non-Taxable Amount	$1,099.25
Taxable Amount	$0.00
Sales Tax	$0.00
Deposit	
Amount Due	$1,099.25

AARCO Environmental Services Corp.

Invoice

Invoice #: 224517

WO # 224517

Date: 3/3/25

Billed To: Nassau County Dept of Public Works
1899 Hempstead Park
East Meadow NY 11554

Project: 1 West Street
Mineola NY 11050

Attn: Barry Kaminer

Representative: Sean Tuthill
Billed From: 11/19/2024
Billed To: 02/01/2025

Client P.O # BPNC21000121

Contract #

Quantity	Description	Price	Ext Price
	11/19/2024		
16.00 ✓	Item 3: Labor 2 Men x 8 Hours	$159.00	$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	11/20/2024		
16.00 ✓	Item 3: Labor 2 Men x 8 Hours	$159.00	$2,544.00
✓ 1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
✓	11/21/2024		
24.00 ✓	Item 3: Labor 3 Men X 8 Hours	$159.00	$3,816.00
6.00 ✓	Item 3: Labor 1 Man X 6 Hours	$159.00	$954.00
✓ 2.00	Equip: Support Truck @ Blue Book Rate	$280.00	$560.00
1.00	Material		
1.00	Material mark up (10%)		
	11/22/2024		
✓ 16.00 ✓	Item 3: Labor 2 Men x 8 Hours	$159.00	$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	12/2/2024		
24.00 ✓	Item 3: Labor 3 Men x 8 Hours	$159.00	$3,816.00
✓ 1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		

Quantity	Description	Price	Ext Price
1.00	Material mark up (10%)		
	12/3/2024		
16.00	Item 3: Labor 2 Men x 8 Hours	$159.00	$2,544.00
2.50	Item 3: Labor 1 Men x 2.5 Hours	$159.00	$397.50
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	12/4/2024		
32.00	Item 3: Labor 4 Men x 8 Hours	$159.00	$5,088.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	12/5/2024		
8.00	Item 3: Labor 1 Men x 8 Hours	$159.00	$1,272.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	12/20/2024		
32.00	Item 3: Labor 4 Men x 8 Hours	$159.00	$5,088.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
16.00	12/31/2024		
1.00	Item 3: Labor 2 Men x 8 Hours	$159.00	$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
	Material mark up (10%)		
24.00	01/6/2025		
1.00	Item 3: Labor 3 Men x 8 Hours	$159.00	$3,816.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
	Material mark up (10%)		
	01/7/2025		

AARCO Environmental Services Corp.

Invoice#: 224517
Date: 3/3/25

Quantity	Description	Price	Ext Price
~~24.00~~ 22	Item 3: Labor ~~3~~ Men x 8 Hours	$159.00	~~$3,816.00~~
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	01/8/2025		
24.00	Item 3: Labor 3 Men x 8 Hours	$159.00	$3,816.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	01/11/2025		
32.00	Item 3: Labor 4 Men x 8 Hours	$159.00	$5,088.00
2.00	Equip: Support Truck @ Blue Book Rate	$280.00	$560.00
1.00	Material		
1.00	Material mark up (10%)		
	01/22/2025		
~~22.00~~ 21	Item3: Labor 2 Men x ~~8~~ 7.5 Hours, 1 man x 6 Hours	$159.00	~~$3,498.00~~ 3339.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	01/23/2025		
16.00	Item 3: Labor 2 Men x 8 Hours ✓	$159.00	$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	01/29/2025		
16.00	Item 3: Labor 2 Men x 8 Hours	$159.00	$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	$280.00	$280.00
1.00	Material		
1.00	Material mark up (10%)		
	02/01/2025		
28.00 ✓	Item 3: Labor 4 Men x 7 Hours	$159.00	$4,452.00
2.00	Equip: Support Truck @ Blue Book Rate	$280.00	$560.00
1.00	Material		
1.00	Material mark up (10%)		

Quantity	Description	Price	Ext Price

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.
Copy and paste link to your browser: https://aarcoenv.bill-payment.org/

Non-Taxable Amount	$68,593.00
Taxable Amount	$0.00
Sales Tax	$0.00
Deposit	
Amount Due	$68,593.00

68 [illegible]

AARCO Environmental Services Corp.

Invoice

Invoice #: 222966
WO # 222966
Date: 02/21/2025

Billed To: Nassau County Dept of Public Works
1899 Hempstead Park
East Meadow NY 11554

Project: 400 Country Seat Drive, Mineola
Mineola NY

Attn: Barry Kaminer

DPW 24000470 1006

Representative: Michael Sepe
Billed From: 02/03/2025
Billed To: 02/07/2025

Client P.O # BPNC21000121
Contract #

Quantity	Description	Price	Ext Price
80.00	Item 3: Labor	$159.00	$12,720.00
1.00	Material	~~$7,833.15~~	~~$7,833.15~~ 7473
1.00	Material mark up (10%)	~~$783.32~~	~~$783.32~~ 747.32
	TRANSPORTATION		374.92

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.
Copy and paste link to your browser: https://aarcoenv.bill-payment.org/

Non-Taxable Amount	$~~21,336.47~~
Taxable Amount	$0.00
Sales Tax	$0.00
Deposit	21,315.48
Amount Due	~~$21,336.47~~

How doers
get more done.

86 JERICHO TURNPIKE, JERICHO NY 11753
TIM RYAN STORE MANAGER (516)997-9595

1213 00050 58516
SALE SELF CHECKOUT 02/05/25 06:08 AM

038753335537 SPLT RNG HNG <A>
1" GALV SPLIT RING HANGER
3@3.52
038753335513 SPLT RNG HNG <A> 10.56
1/2" GALV SPLIT RING HANGER
6@2.74
038753335605 CEILNG PLATE <A> 16.44
3/8" GALV CEILING PLATE
7@2.90

20.30
SUBTOTAL 47.30
SALES TAX 4.08
TOTAL $51.38
XXXXXXXXXXXX3363 VISA

AUTH CODE 021106/5503031 USD$ 51.38
Contactless TA
AID A0000000980840

US DEBIT

1213 02/05/25 06:08 AM

1213 50 58516 02/05/2025 3685

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 05/06/2025

How doers
get more done.

86 JERICHO TURNPIKE, JERICHO NY 11753
TIM RYAN STORE MANAGER (516)997-9595

1213 00050 60686 02/05/25 02:20 PM
SALE SELF CHECKOUT

786692020020 EMT 0.75 10' <A>
3/4" EMT CONDUIT X 10'
4@10.72
42.88
032886302084 4SQ DRWN <A> 1.98
SW 4SQ BOX DRAWN 1-1/2"D 1/2"KO CKO
051411262723 3/4IN.CONN <A> 4.58
E445 EMT SETSCREW CONN 3/4" STL PK5
051411262822 3/4EMTSCRCP5 <A> 2.98
E545 EMT SETSCREW COUP 3/4" STL PK5
051411662059 LIQ ST 1/2 <A>
L185 LIQTITE CONN STEEL STRAIGHT 1/2
2@3.47
6.94
051411205119 ROMEX CONN. <A> 3.13
N055 NM CLAMP CONN 3/8" PK5
048243160457 12-2 NM 15' <A> 23.00
12-2 NM W/G 15 FT
051411669058 LIQ 90D 1/2 <A> 6.23
L230 LIQTITE CONN IRON 90DEG 1/2"

SUBTOTAL 91.72
SALES TAX 7.91
TOTAL $99.63
XXXXXXXXXXXX3363 VISA

AUTH CODE 052214/5503178 USD$ 99.63
Contactless TA
AID A0000000980840

US DEBIT

1213 02/05/25 02:20 PM

1213 50 60686 02/05/2025 3685

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 05/06/2025

Walter's West End Supply, Inc

491 Newark Street
Lindenhurst, NY 11757-3002
(631) 884-0900
www.westendsupply.com

INVOICE	Number	Date	Page
	W30945	02/04/25	1

SOLD TO
AARCO ENVIRONMENTAL SERV
50 GEAR AVE.
LINDENHURST, NY 11757

222966
2-5-25

SHIP TO
Pipe AARCO ENVIRONMENTAL SERV.
50 GEAR AVE.
LINDENHURST, NY 11757
Carmine
CE
RESALE#: 81-0551121

SLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #
DK	AAENSE	631 586-5900	NASS COUNTY DPW	OUR TRUCK	8.625	NET 30	W31511

LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	TX
01	2		EA	PIP010002	1 X 21 BLK T&C PIPE 1 X 21 BLACK PIPE T&C		73.67	EA	147.34	
02	4		EA	UNN100152	1" BLK. UNION 150LB 1" BLACK UNION 150LB		21.16	EA	84.64	
03	2		EA	TEE1001002	1" BLK. TEE 1" BLACK TEE		9.92	EA	19.84	
04	2		EA	WATTSBALL100T	1" BALL VALVE TXT WATTS MODEL# FBV-3		32.20	EA	64.40	
08	1		EA	PIP005002	1/2 X 21 BLK T&C PIP 1/2 X 21 BLACK PIPE T&C		45.11	EA	45.11	
09	2		EA	UNN050152	1/2 BLK. UNION 150LB 1/2 BLACK UNION 150LB		14.11	EA	28.22	
10	6		EA	ELB05005022	1/2" BLK. 90 1/2 BLACK 90		3.02	EA	18.12	
11	1	1	EA	WATTSBALL050T	1/2" BALL VALVE TXT WATTS MODEL# FBV-3		13.84	EA	13.84	
12	1		EA	NIP050CLTO62	1/2 BLK NIP CL TO 6 1/2 BLACK NIPPLE CLOSE TO 6"		42.16	EA	42.16	
13	1		EA	OPW199ASV-1075	3/4" ANTI-SIPHON VALVE 0-5' HEAD		326.54	EA	326.54	
14	1		EA	PJCGASOLIA#GE16	GASOLIA # GE16 E-SEAL PTS		57.05	EA	57.05	
15	6		EA	ELB10010022	1" BLK. 90 1" BLACK 90		6.33	EA	37.98	
16	1		EA	BSH10007582	1X3/4 BUSH BLK. 1 X 3/4 BLACK SINGLE TAP BUSHING		5.16	EA	5.16	
17	1		EA	BSH10005082	1X1/2 BUSH BLK. 1 X 1/2 BLACK SINGLE TAP BUSHING		5.22	EA	5.22	
18	1		EA	BSH20015082	2X11/2 BUSH BLK.		10.76	EA	10.76	

# UNITS	SUB TOTAL	TAX	FREIGHT	PLEASE REMIT THIS AMOUNT	INVOICE AMOUNT

SPECIAL MESSAGE	MARKETING MESSAGE	CUSTOMER MESSAGE
Continued . . .	Continued . . .	Continued . . .

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 ½% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.

Walter's West End Supply, Inc

491 Newark Street
Lindenhurst, NY 11757-3002
(631) 884-0900
www.westendsupply.com

INVOICE	Number	Date	Page
	W30945	02/04/25	2

SOLD TO
AARCO ENVIRONMENTAL SERV.

50 GEAR AVE.
LINDENHURST, NY 11757

SHIP TO
AARCO ENVIRONMENTAL SERV.

50 GEAR AVE.
LINDENHURST, NY 11757

RESALE#: 81-0551121

SLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #
DK	AAENSE	631 586-5900	NASS COUNTY DPW	OUR TRUCK	8.625	NET 30	W31511

LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	TX
				2 X 11/2 BLACK SINGLE TAP BUSHING						
					TAG: NASSAU COUNTY DPW JOB# 222966					
					ORDERED BY JOHN MARCHETTI					

# UNITS	SUB TOTAL	TAX	FREIGHT	PLEASE REMIT THIS AMOUNT	INVOICE AMOUNT
32	906.38	.00	.00		906.38

SPECIAL MESSAGE	MARKETING MESSAGE	CUSTOMER MESSAGE
	TITLE FOR ANY ITEMS ON THIS INVOICE REMAINS THE PROPERTY OF WALTERS WEST END SUPPLY, INC UNTIL PAYMENT IN FULL IS RECEIVED	

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 ½% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.

Walter's **West End Supply, Inc**

491 Newark Street
Lindenhurst, NY 11757-3002
(631) 884-0900
www.westendsupply.com

INVOICE	Number	Date	Page
	W30998	02/13/25	1

SOLD TO
AARCO ENVIRONMENTAL SERV.

50 GEAR AVE.
LINDENHURST, NY 11757

SHIP TO
AARCO ENVIRONMENTAL SERV.

50 GEAR AVE.
LINDENHURST, NY 11757

RESALE#: 81-0551121

SLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #
DK	AAENSE	631 586-5900	NASS COUNTY DPW	OUR TRUCK	8.625	NET 30	W31511

LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	TX
11	1		EA	WATTSBALL050T	1/2" BALL VALVE TXT WATTS MODEL# FBV-3 TAG: NASSAU COUNTY DPW JOB# 222966 ORDERED BY JOHN MARCHETTI		13.84	EA	13.84	

222966 PST
2-13-25 Carmine
C.C.

# UNITS	SUB TOTAL	TAX	FREIGHT	PLEASE REMIT THIS AMOUNT	INVOICE AMOUNT
1	13.84	.00	.00		13.84

SPECIAL MESSAGE	MARKETING MESSAGE	CUSTOMER MESSAGE
	TITLE FOR ANY ITEMS ON THIS INVOICE REMAINS THE 1ROPERTY OF WALTERS WEST END SUPPLY, INC UNTIL PAYMENT IN FULL IS RECEIVED	

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 ½% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.

TRAMONT MANUFACTURING LLC
326 E KEEFE AVE
MILWAUKEE WI 53212

HISTORICAL

Invoice	135838
Date	12/4/2024
Page	1

Bill To:

AARCO ENVIRONMENTAL SERVICES CORP
50 GEAR AVE
LINDENHURST NY 11757

Ship To:

AARCO ENVIRONMENTAL SERVICES CORP
50 GEAR AVE
LINDENHURST NY 11757

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
223301	9095	TM	CUST P.U.	Check	12/5/2024	59,853

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	D8003287 110303	UTRS-25, 16 X 36 X 24 ODE: D QUOTE: TM24-254 HRS: 4.24 ACCT: CARMINE COSTANTINI TANK COLOR: MACHINE TOOL GREY 273VZ9233 TANK DRAWING #: D8003287 REV 00 M/F: NASSAU COUNTY DPW - SANDPOINT PRESERVE S/N: 110303	$0.00	$6,414.00	$6,414.000

Subtotal	$6,414.000
Misc	$0.000
Tax	$0.000
Freight	$0.000
Trade Discount	$0.000
Total	$6,414.000

ATS
highway maritime projects logistics

ATS Logistics Services, Inc.
dba Sureway Transportation Company
LBX 7130, PO Box 1450
Minneapolis MN 55485-7130
swcredit@atsinc.com

SUREWAY
Transportation Company

Customer: AARLI0NY

Statement of Account Page 1

2/4/25 11:43 AM

AARCO ENVIRONMENTAL SERVICES
50 GEAR AVE
LINDENHURST, NY 11757

Invoice#	DueDate	Bill of Lading	Reference	Balance	Due
9200268	02/07/25		205949 AND 205950	374.92	-3

Current	1 - 15	16 - 30	31 - 60	Over 60
374.92	0	0	0	0

222966
JOB # ~~[illegible]~~ APPROVED BY P&T
DATE 2-17-25 PROJECT MANAGER Carmine
PO # ________ C&G

NOW AVAILABLE
NEW & IMPROVED
ATS CUSTOMER ONLINE PORTAL EXPERIENCE

Updated tracking, notifications, quotes & more…all in one convenient tool!
Sign up with your CSR today!

AARCO Environmental Services Corp.

Invoice

Invoice #: 222651
WO # 222651
Date: 10/15/2024

Billed To: Nassau County Dept of Public Works
1899 Hempstead Park
East Meadow NY 11554

Project: 1490 Franklin Ave, Mineola
Mineola NY

Attn: Barry Kaminer

Representative: Michael Sepe
Billed From: 10/01/2024
Billed To: 10/07/2024

Client P.O # BPNC21000121

Quantity	Description	Price	Ext Price
84.00 ✓	Item 3: Labor	$159.00	$13,356.00
1.00	Material	$2,778.21	$2,778.21
1.00	Material mark up (10%)	$277.82	$277.82

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.
Copy and paste link to your browser: https://aarcoenv.bill-payment.org/

Non-Taxable Amount	$16,412.03
Taxable Amount	$0.00
Sales Tax	$0.00
Deposit	
Amount Due	$16,412.03

JOB# 222651✓

How doers
get more done.

86 JERICHO TURNPIKE, JERICHO NY 11753
TIM RYAN STORE MANAGER (516)997-9595

1213 00035 60240 10/01/24 09:32 AM
SALE CASHIER ALEXANDRIA

750298703007 2X4-8 GD FIR <A>
2X4-8FT PREMIUM FIR
6@3.85 23.10
090489124724 4X4-10#2PT <A>
4X4-10FT #2 PT GC
6@19.38 116.28
019442152963 3/4X11/2GNPL <A>
3/4"X1-1/2" GAL NIPPLE
6@2.21 13.26
019442152987 3/4X21/2GNPL <A>
3/4"X2-1/2" GAL NIPPLE
2@2.61 5.22
019442153069 3/4XCLGANIPL <A>
3/4"XCLOSE GAL NIPPLE
8@1.97 15.76
019442152970 3/4X2GALNIPL <A>
3/4"X2" GAL NIPPLE
2@2.36 4.72
051411643270 3/4 X 2 NIPL <A>
R640 RGD CONDUIT NIP 3/4" X 2" EA
4@2.43 9.72
051411945077 3/4" ELBOW <A>
M065 EMT/RGD PULL ELB 3/4" EA
2@5.60 11.20
019442149284 3/4 GALUNION <A>
3/4" GAL UNION
2@14.18 28.36
051411261924 3/4 R LCKNT <A> 5.44
R200 RGD LOCKNUT 3/4" PK20
887480027723 14X11/2SDRTK <A>
SDRL SCRW ZINC HEX 1/4 X 1-1/2 25PC
2@7.97 15.94
783250683598 WINGTWISTS <A> 14.48
ASST RED&YLW WINGED WIRE CNCTR 150PK
887480073003 GALVWAHSER <A> 22.45
FLAT WASHER GALV 1/2 50PC

SUBTOTAL 285.93
SALES TAX 24.66
TOTAL $310.59
XXXXXXXXXXXX3211 AMEX
USD$ 310.59
AUTH CODE 844245/2352441 TA
Chip Read
AID A000000025010801 AMERICAN EXPRESS

1213 10/01/24 09:32 AM

1213 35 60240 10/01/2024 6889

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	12/30/2024

JOB# 222651✓

THE HOME DEPOT
How doers get more done.

202 AIRPORT PLAZA FARMINGDALE,NY 11735
631-753-0814 SM CHRIS MCMULLEN

1267 00061 63430 10/02/24 09:27 AM
SALE SELF CHECKOUT

043425502407 CLEARWELDPRO <A> J-B WELD CLEARWELD PRO 8OZ.	21.98
043425082770 WATERWELD <A> J-B WELD WATERWELD EPOXY PUTTY 2 OZ	7.48
SUBTOTAL	29.46
SALES TAX	2.54
TOTAL	$32.00
XXXXXXXXXXXX3211 AMEX	USD$ 32.00

AUTH CODE 828514/1611038 TA
Chip Read
AID A000000025010801 AMERICAN EXPRESS

1267 10/02/24 09:27 AM
1267 61 63430 10/02/2024 3770

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	12/31/2024

JOB#222651 ✓

THE HOME DEPOT

How doers
get more done.

```
 202 AIRPORT PLAZA FARMINGDALE,NY 11735
    631-753-0814 SM CHRIS MCMULLEN

1267  00004  22733     10/03/24  08:26 AM
SALE CASHIER KIMBERLA

019442153052 3/4X6GALNIPL <A>
   3/4"X6" GAL NIPPLE
   2@4.11                               8.22
019442153007 3/4X31/2GNPL <A>
   3/4"X3-1/2" GAL NIPPLE
   3@2.97                               8.91
019442153038 3/4X5GALNIPL <A>
   3/4"X5" GAL NIPPLE
   2@3.23                               6.46
019442152994 3/4X3GALNIPL <A>
   3/4"X3" GAL NIPPLE
   2@2.87                               5.74
019442152970 3/4X2GALNIPL <A>           2.36
   3/4"X2" GAL NIPPLE
019442153069 3/4XCLGANIPL <A>
   3/4"XCLOSE GAL NIPPLE
   2@1.97                               3.94
008925150206 7/8 IN.-X-16 <A>          52.47
   DIABLO REBAR DEMON 7/8X16X18 SDS+
019442152963 3/4X11/2GNPL <A>           2.21
   3/4"X1-1/2" GAL NIPPLE
077089601305 6PCTRAYKIT <A>            12.98
   BETTER'9 IN TRAY SET - 6 PIECE
020066387679 2X FLTBLK <A>              5.98
   PAINTERS TOUCH 2X FLAT BLACK
   NLP Savings   $0.50
020066011611 SR51FLTBROWN <A>           7.98
   STOPS RUST 5 IN 1 FLAT BROWN
020066161422 PAINT QT <A>              16.48
   STOPS RUST FLAT BROWN QT
1002-168-999 QT RECYC$ <A,U>            0.45
   PAINTCARE FEE
   NLP Savings   $0.00

                 SUBTOTAL             134.18
                 SALES TAX             11.57
                 TOTAL               $145.75
XXXXXXXXXXXX3211  AMEX
                              USD$ 145.75
AUTH CODE 864075/0045238                  TA
Chip Read
AID A000000025010801    AMERICAN EXPRESS

<U> - NON-DISCOUNTABLE ITEM

1267 10/03/24 08:26 AM

   1267 04 22733 10/03/2024 1166

        RETURN POLICY DEFINITIONS
     POLICY ID    DAYS    POLICY EXPIRES ON
A       1          90        01/01/2025
```

10/2/2024 453223

AARCO ENVIRONMENTAL SERVICES
50 GEAR AVE
LINDENHURST, NY 11757

PICK UP

JOB # 222651 ✓

22651	PICK UP	10/2/24	COD	JA	463551

1	TAG-	TAG: 222651	0.00	0.00
8	WA788008	7/8 X 8 WEDGE ANCHOR SST304	24.83	198.64
		SUBTOTAL		198.64
	CREDIT CARD ...	5 % SURCHARGE FOR CREDIT CARD PAYMENT (AMEX)	5.00%	9.93

```
          INDUSTRIAL
       THREADED PRODUCTS
         777 MOUNT AVE
      WYANDANCH, NY 11798
        (631) 665-9300

10/02/2024                11:25
              Sale
Trans #: 3   Batch #: 264

CREDIT CARD
AMEX                     MANUAL
************3211

TOTAL AMT:     USD $226.56

Resp:                        AP
Code:                    281514
Tran ID:       0121208898415072
CID Rsp:          N-CVD Matches
AVS Rsp:             Y-Addr&Zip
                          Match
Description: __________________

Cardholder acknowledges
  receipt of goods and
obligations set forth
  by the cardholder's
agreement with issuer.

X______________________

         MERCHANT COPY
```

Subtotal $208.57 ✓

Sales Tax (8.625%) $17.99

$226.56

FERGUSON

PAGE 1 OF 3

FEI-MINEOLA, NY #3520
208 HERRICKS RD
MINEOLA, NY 11501-2207

PH: 516-742-1011 FAX: 516-742-1057

ACCEPT B/O = N
SHOWROOM = N
SOURCE = SOE
IB FRT = N 0.0
OB SHP = N 0.0
03 OCT 2024 09:58:2

CASH SALES ORDER
*** COD ***

ORDER NO.	REQUIRED DATE	SHIP WHS.	SELL WHS.	WRITER	SALESMAN
CA545501	10/03/24	3520	3520	SVI	501

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY	INSTRUCTIONS	TAG P.O. NO.
741481	CASHMISC			10/03/24			

SOLD TO
CASH MISC-TRADE/HOMEOWNER
CASH SALE
LAKEWOOD, NJ 08701

CUST PH: 732-363-6288

SHIP TO
COUNTER PICK UP
208 HERRICKS RD
MINEOLA, NY 11501-2207

O/L CONTACT: Sharolyn Vieira
VENDOR:
VENDOR P.O. NO.:
SHIP VIA: CPU COUNTER PICK-UP
ROUTE NO.: RUN NO.: DEPART TA:
PCS: BAGS: BOXES: CRATES: LENGTHS: BUNDLES: ROUTE DESC.:
CUSTOMER P.O. NO.: JOB NAME: ATTN:
SHIP WT.: SHIP DATE: DELIVERED BY: PACKED BY: CHECKED BY:

LINE	ORDER QTY.	SHIP QTY.	BO QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	AISLE LOC
1	1	1	0	RTB	1/4 OD X 50 SOFT REF TUBE	49.993	EA	49.99		WN-30-2D
2	2	2	0	B4844WN	*NLA 1/4 OD X 1/4 MIP FLR UNION W/	10.733	EA	21.47		X08-F3-04
					[illegible]					
				PAID 77.62 BY American Express CC# XXXXXXXXXXXX3211 ON 10/03/24						

JOB# 222651

$71.46

77.62 w/TAX

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL	I.BOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
71.46	0.00	0.00	6.16	0.00	77.62

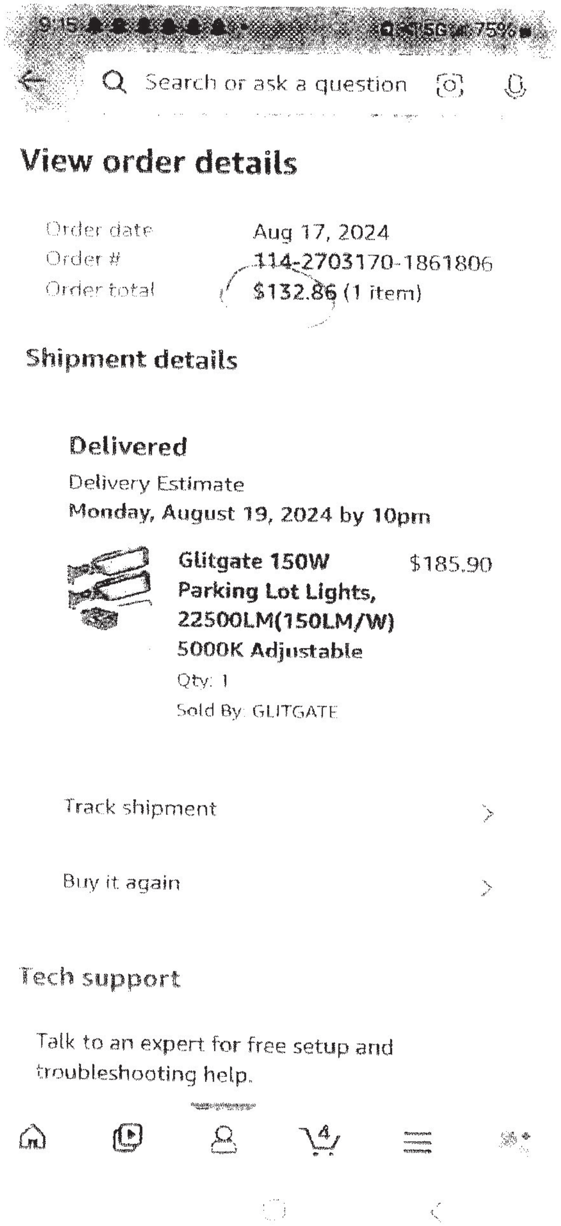
CUSTOMER'S SIGNATURE: ______ DATE: ______

TERMS: CASH ON DEMAND

CUSTOMER COPY

CONTINUED

Job# 222051


9:15
5G 75%
Search or ask a question

View order details

Order date	Aug 17, 2024
Order #	114-2703170-1861806
Order total	$132.86 (1 item)

Shipment details

Delivered

Delivery Estimate

Monday, August 19, 2024 by 10pm

Glitgate 150W Parking Lot Lights, 22500LM(150LM/W) 5000K Adjustable Qty: 1 Sold By: GLITGATE	$185.90

Track shipment
Buy it again

Tech support

Talk to an expert for free setup and troubleshooting help.

Walter's West End Supply, Inc

491 Newark Street
Lindenhurst, NY 11757-3002
(631) 884-0900
www.westendsupply.com

INVOICE	Number	Date	Page
	W29741	10/02/24	1

SOLD TO
AARCO ENVIRONMENTAL SERV.

50 GEAR AVE.
LINDENHURST, NY 11757

SHIP TO
AARCO ENVIRONMENTAL SERV.

50 GEAR AVE.
LINDENHURST, NY 11757

RESALE#: 81-0551121

SLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #
DK	AAENSE	631 586-5900	NC DPW	OUR TRUCK	8.625	NET 30	W30285

LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	TX
01	2		EA	LSI4X16WHTSQPOLELED	4X16 WHT SQ POLE 11GA FOR LED AREA LIGHTS W/BOLTS,CAP,BASE COVER		747.75	EA	1495.50	
02	2		EA	LSIANCHORBOLTS	3/4 X 30 ANCHOR BOLTS 1SET=4PCS. PRICE PER SET TAG: NASSAU COUNTY DPW ORDERED BY CARMINE		76.50	EA	153.00	

# UNITS	SUB TOTAL	TAX	FREIGHT	PLEASE REMIT THIS AMOUNT	INVOICE AMOUNT
4	1648.50	.00	.00		1648.50

SPECIAL MESSAGE	MARKETING MESSAGE	CUSTOMER MESSAGE
	TITLE FOR ANY ITEMS ON THIS INVOICE REMAINS THE 1ROPERTY OF WALTERS WEST END SUPPLY, INC UNTIL PAYMENT IN FULL IS RECEIVED	

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 ½% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.

Walter's
West End Supply, Inc

491 Newark Street
Lindenhurst, NY 11757-3002
(631) 884-0900
www.westendsupply.com

INVOICE	Number	Date	Page
	W29754	10/03/24	1

SOLD TO
AARCO ENVIRONMENTAL SERV.

50 GEAR AVE.
LINDENHURST, NY 11757

SHIP TO
AARCO ENVIRONMENTAL SERV.

50 GEAR AVE.
LINDENHURST, NY 11757

RESALE#: 81-0551121

SLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #
DK	AAENSE	631 586-5900	NCDPW	OUR TRUCK	8.625	NET 30	W30315

LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	TX
01	1		EA	SPECIAL ITEM	LSI BASE PLATE & CAP FOR LIGHT POLE TAG: NASSAU COUNTY DPW		51.25	EA	51.25	

# UNITS	SUB TOTAL	TAX	FREIGHT	PLEASE REMIT THIS AMOUNT	INVOICE AMOUNT
1	51.25	.00	.00		51.25

SPECIAL MESSAGE	MARKETING MESSAGE	CUSTOMER MESSAGE
	TITLE FOR ANY ITEMS ON THIS INVOICE REMAINS THE 1ROPERTY OF WALTERS WEST END SUPPLY, INC UNTIL PAYMENT IN FULL IS RECEIVED	

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 ½% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.

SOLD TO:
AARCO ENVIRONMENTAL
50 GEAR AVE
LINDENHURST NY 11757-1005

SHIP TO:
AARCO ENVIRONMENTAL
50 GEAR AVE
LINDENHURST NY 11757-1005

ORDER #: 27136015
PO #: TARA
Shipment 1 of 1

QTY ORDERED	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	QTY SHIPPED
3	EA	H-9421	FIRE EXTINGUISHER BRACKET - 30 LB HEAVY DUTY VEHICLE MOUNT	72.00	x 3

CARRIER: UPS GROUND

$\$2.6^{00}$

TRACKING #:
[illegible]

Sincerely,
Uline Customer Service Department
Phone: (800) 295-5510
Email: customer.service@uline.com

Plumber **09/01/2025**

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2025	05/01/2026
Plumber/ PUMP & TANK	$ 48.24	$ 48.74

SUPPLEMENTAL BENEFITS

Per Hour:		
Plumber	$ 40.84	$ 42.84

OVERTIME PAY
See (B, B2, E2, Q, *V) on OVERTIME PAGE
*For Sundays & Holidays if Worked Only

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the Following wages :

1st Term	$17.23	$ 17.38
2nd Term	20.80	21.00
3rd Term	25.38	25.63
4th Term	29.94	30.24
5th Term	34.52	34.87

Supplemental Benefits Per Hour:

1st Term	$ 28.08	$ 30.08
2nd Term	28.82	30.82
3rd Term	29.74	31.74
4th Term	30.21	32.21
5th Term	33.59	35.59

4-200 Pump & Tank

Plumber **09/01/2025**

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2025	11/01/2025	05/01/2026
Plumber MAINTENANCE ONLY	$36.05	$ 37.05	$ 37.05

Maintenance: Correction of problem(s) with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures.

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber MAINTENANCE ONLY	$ 23.53	$ 23.53	$ 24.53

OVERTIME PAY
See (B, B2, J) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

4-200 Maintance

Plumber **09/01/2025**

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Term(s) at the following Percentage of Journeyman(s) Wage:

1st 6mo	40%
2nd 6mo	50%
2nd year	60%
3rd year	70%
4th year	80%
5th year	90%

Supplemental Benefits:	07/01/2025	04/25/2026
1st 6mo	5% + $5.51	5% + $5.86
2nd 6mo	10% + $6.45	10% + $6.88
2nd year	11% + $7.65	11% + $8.49
3rd year	12% + $10.41	12% + $11.07
4th year	13% + $14.58	13% + $15.51
5th year	14% + $18.46	14% + $19.49

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

4-25m

Electrician 09/01/2025

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2025	4/26/2025
Electrician Pump & Tank	$ 48.65	$ 50.15

SUPPLEMENTAL BENEFITS

Per Hour:		
Electrician Pump & Tank	18% of Hourly Wage paid + $27.24	18% of Hourly Wage paid + 28.61

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

4-25 Pump & Tank

Electrician Lineman 09/01/2025

JOB DESCRIPTION Electrician Lineman **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Queens, Suffolk

WAGES

	07/01/2025	03/29/2026
Utility Distribution & Transmission Line Construction:		
Per Hour:		
Lineman/Splicer	$ 70.57	$ 73.40
Material Man	61.40	63.86
Heavy Equip. Operator	56.46	58.72
Groundman	42.34	44.04
Flagman	31.76	33.03

Natural Gasline Construction:

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(B3)	Time and one half of the hourly rate after 40 straight hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays

(S)	Two and one half times the hourly rate for Holidays
(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(T)	Triple the hourly rate for Holidays
(U)	Four times the hourly rate for Holidays
(V)	Including benefits at SAME PREMIUM as shown for overtime
(W)	Time and one half for benefits on all overtime hours.
(X)	Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: February 26, 2026 AT 11:00 A.M. PP 3/17/2026
BID NO: 90783-02266-015
REQ. NO: N/A
TITLE: Testing of Underground Petroleum Storage Tanks

				METRO ENVIRONMENTAL SERVICES, LLC	AARCO ENVIRONMENTAL SERVICES CORP.	THE FRANKLIN COMPANY CONTRACTORS, INC.	GEMSTAR CONSTRUCTION CORPORATION	ISLAND PUMP AND TANK	AVENTURA CONSTRUCTION CORP.				DETAILS OF AWARD	
ITEM #	**ARTICLE**	**QTY**	**UNIT**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**TO NO.**	**AMOUN**
1	Testing of petroleum product storage tanks - < 1,000 gallons		Ea.	650.00	695.00	950.00	2025.00	475.00	930.00					
2	Testing of petroleum product storage tanks – 1,001 to 4,000 gallons		Ea.	700.00	795.00	1000.00	2025.00	650.00	930.00					
3	Testing of petroleum product storage tanks – 4,001 to 10,000 gallons		Ea.	725.00	895.00	1250.00	2025.00	700.00	1580.00					
4	Testing of petroleum product storage tanks - > 10,000 gallons		Ea.	750.00	995.00	1600.00	2025.00	700.00	1580.00					
5	Two (2) year Functionally testing of submersible pumps rate		Ea.	750.00	195.00	800.00	750.00	425.00	930.00					
6	Yearly leak detection of submersible pumps		Ea.	550.00	195.00	650.00	750.00	425.00	930.00					
	Repairs made during testing:													
7	Labor – Straight time (between the hours of 7:00am – 3:00pm Monday to Friday)		Hr.	176.74	165.00	185.00	195.00	180.00	185.00					
8	Labor – Overtime (all hours after 3:00pm and before 7:00am, all day Saturday and Sunday)		Hr.	238.03	175.00	225.00	250.00	180.00	210.00					
9a.	Material rates: cost +		%	10%	18%	20%	10%	20%	25%					
9b.	Material rates: List price –		%	0%	0%	0%	5%	0%	5%					
10	There will be no mark up on all rental equipment including but not limited to Roll Off Containers, Vac. Trucks, Guzzler Trucks and excavation equipment will be paid at cost plus 0.00% Self-owned equipment will be billed at the rental rate blue book for that year.		No Price	No Price	No Price	No Price	No Price	No Price	No Price	No Price	No Price	No Price		
	Repairs made during non-testing periods:													
11	Labor – Straight time (between the hours of 7:00am – 3:00pm Monday to Friday)		Hr.	210.00	185.00	225.00	195.00	180.00	395.00					
12	Labor – Overtime (all hours after 3:00pm and before 7:00am, all day Saturday and Sunday)		Hr.	271.03	195.00	275.00	250.00	235.00	435.00					
13a	Material rates: cost +		%	10%	18%	20%	10%	20%	25%					
13b	Material rates: List price –		%	0%	0%	0%	5%	0%	5%					
14	There will be no mark up on all rental equipment including but not limited to Roll Off Containers, Vac. Trucks, Guzzler Trucks and excavation equipment will be paid at cost plus 0.00%		No Price	No Price	No Price	No Price	No Price	No Price	No Price	No Price	No Price	No Price		
	Transfer and refill of tank:													
15	Price per gallon		Gal	0.79	0.79	7.00	1.25	1.05	3.00					
16	Liquid disposal rate per gallon		Gal	1.66	1.35	2.00	2.70	1.05	2.65					
17	Solid disposal rate per ton		Ton	159.00	179.00	250.00	550.00	325.00	95.00					
PRPARED BY			**TERMS**	NET	NET	NET	NET	NET	NET	NET	NET	NET		

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

Date 3/17/26 Claudia Colasurdo
PUBLIC BID OFFICER

Informal bid title:

Comparison OF Bids

Recommended Vendor N/A
Requisition # N/A
Pre-Encumbrance: N/A
Buyer Timothy Funaro
Purchase Order #

% and $ amount of difference plus or minus over
Pre-Encumbrance **#VALUE!** #VALUE!

		Vendors										**Page 1**
		AARCO		Island Pump		Metro		Gemstar		The Franklin		
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	1	695.00	695.00	475.00	475.00#	650.00	650.00	2025.00	2025.00	950.00	950.00	475.00
2	1	795.00	795.00	650.00	650.00	700.00	700.00	2025.00	2025.00	1000.00	1000.00	650.00
3	1	895.00	895.00	700.00	700.00	725.00	725.00	2025.00	2025.00	1250.00	1250.00	700.00
4	1	995.00	995.00	700.00	700.00	750.00	750.00	2025.00	2025.00	1600.00	1600.00	700.00
5	1	195.00	195.00	425.00	425.00	750.00	750.00	750.00	750.00	800.00	800.00	195.00
6	1	195.00	195.00	425.00	425.00	550.00	550.00	750.00	750.00	650.00	650.00	195.00
7	1	165.00	165.00	180.00	180.00	176.74	176.74	195.00	195.00	185.00	185.00	165.00
8	1	175.00	175.00	180.00	180.00	238.03	238.03	250.00	250.00	225.00	225.00	175.00
9	1	18.00	18.00	20.00	20.00	10.00	10.00	10.00	10.00	20.00	20.00	10.00
10	1	0.00	0.00	0.00	0.00	0.00	0.00	5.00	5.00	0.00	0.00	0.00
11	1	185.00	185.00	180.00	180.00	210.00	210.00	195.00	195.00	225.00	225.00	180.00
12	1	195.00	195.00	235.00	235.00	271.03	271.03	250.00	250.00	275.00	275.00	195.00
13	1	18.00	18.00	20.00	20.00	10.00	10.00	10.00	10.00	20.00	20.00	10.00
14	1	0.00	0.00	0.00	0.00	0.00	0.00	5.00	5.00	0.00	0.00	0.00
15	1	0.79	0.79	1.05	1.05	0.79	0.79	1.25	1.25	7.00	7.00	0.79
16	1	1.35	1.35	1.05	1.05	1.66	1.66	2.70	2.70	2.00	2.00	1.05
17	1	179.00	179.00	325.00	325.00	159.00	159.00	550.00	550.00	250.00	250.00	159.00
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
33	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
34	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
35	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
sum			4707.14	0.00	4517.10		5202.25		11073.95		7459.00	
ship	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Total	4707.14	Total	4517.10	Total	5202.25	Total	11073.95	Total	7459.00	3810.84
Delivery		5 Days		15 Days		10 Days		15 Days		N/A		
Terms		Net 30		Net 30		Net 30		Net 30		Net 30		
F.O.B.		Dest.		Dest.		Dest.		Dest.		Dest.		
Vin		810551121		112564960		161625396		133604901		111779211		
Tel No.		631-586-5900		631-462-2226		631-393-6655		718-442-8200		718-762-5200		
Verbal		Steven Plofker		Mary Crisafulli		Adam Robus		John Saia		William Klein		
Date		03/17/2026 sealed bid		03/17/2026 sealed bid		03/17/2026 sealed bid		03/17/2026 sealed bid		03/17/2026 sealed bid		

Notes Formal Sealed Bid Number 90783-02266-015 Title: Testing of Underground Petroleum Storage Tanks

*** key 0= No bid**

Informal bid title:

Comparison OF Bids

Recommended Vendor N/A
Requisition # N/A
Pre-Encumbrance: N/A
Buyer Timothy Funaro
Purchas Order #

% and $ amount difference plus or minus over
Pre-Encumbrance #VALUE! #VALUE!

Vendors

		Aventura		Vendor # 2		Vendor # 3		Vendor # 4		Vendor # 5		**Page 2**
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	1	930.00	930.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	930.00
2	1	930.00	930.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	930.00
3	1	1580.00	1580.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1580.00
4	1	1580.00	1580.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1580.00
5	1	930.00	930.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	930.00
6	1	930.00	930.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	930.00
7	1	185.00	185.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	185.00
8	1	210.00	210.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	210.00
9	1	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00
10	1	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00
11	1	395.00	395.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	395.00
12	1	435.00	435.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	435.00
13	1	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00
14	1	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00
15	1	3.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
16	1	2.65	2.65	0.00	0.00	0.00	0.00	0.00	0.00		0.00	2.65
17	1	95.00	95.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	95.00
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00	0.00
32	0	0.00	0.00		0.00		0.00		0.00		0.00	0.00
33	0	0.00	0.00		0.00		0.00		0.00		0.00	0.00
34	0	0.00	0.00		0.00		0.00		0.00		0.00	0.00
35	0	0.00	0.00		0.00		0.00		0.00		0.00	0.00
sum			8265.65		0.00		0.00		0.00		0.00	
ship	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Total	8265.65	Total	0.00	Total	0.00		0.00	Total	0.00	8265.65
Delivery		15 Days										
Terms		Net 30										
F.O.B.		Dest.										
Vin		260397243										
Tel No.		631-654-0660										
Verb		Frank DeMeyer										
Date		03/17/2026 sealed bid										

Notes Formal Sealed Bid number 90783-02266-015 Title: Testing of Underground Petroleum Storage Tanks

*** key 0=No Bid**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2025

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
Hub International Northeast Limited
5 Bryant Park
4th Floor
New York NY 10018
License#: BR-767175

CONTACT NAME: Erin Healey
PHONE (A/C, No, Ext): 212-338-2000
FAX (A/C, No): 212-338-2100
E-MAIL ADDRESS: erin.healey@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Divide Insurance Company	25224
INSURER B : Key Risk Insurance Company	10885
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED AARCENV-02
AARCO Environmental Services Corp.
50 Gear Ave
Lindenhurst NY 11757-1005

COVERAGES **CERTIFICATE NUMBER:** 277533751 **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**	Y	Y	ECP2019088-19	10/13/2025	10/13/2026	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	☐						MED EXP (Any one person)	$ 10,000
	☐						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**	Y	Y	BAP2019087-19	10/13/2025	10/13/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	☐ **UMBRELLA LIAB** ☒ OCCUR	Y	Y	FFX2019090-19	10/13/2025	10/13/2026	EACH OCCURRENCE	$ 10,000,000
	☒ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WCA2019630-19	10/13/2025	10/13/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A A	Contractors Pollution Liability Professional Liability	Y	Y	ECP2019088-19 ECP2019088-19	10/13/2025 10/13/2025	10/13/2026 10/13/2026	Each Poll. Condition Each Claim	1,000,000 1,000,000

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

Blanket Additional Insured for General Liability/Pollution Liability provided by endorsement #ECP1246 0121 and #ECP1248 0121 (includes Primary, Non-Contributory wording.). Umbrella policy is excess all primary coverages including General Liability, Pollution Liability, Professional Liability, Automobile Liability and Employers Liability.

Nassau County is included as additional insured, on a primary and non-contributory basis, with respect to General Liability, Auto Liability, and Excess Liability, on a primary and non-contributory basis, if required by written contract pursuant to policy terms, conditions, definitions, and exclusions. Waiver of Subrogation applies with respect to General Liability, Auto Liability, Excess Liability and Workers Compensation if required by written contact pursuant to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Nassau County
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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2019088-19	10/13/2025	10/13/2026	10/13/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and

2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

a. Your acts or omissions; or
b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional **insured** described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

b. **Bodily injury** or **property damage** occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured**(s) at the location of the **covered operations** has been completed; or

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(2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit;**
b. We receive written notice of a **claim** or **suit** as soon as practicable; and
c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2019088-19	10/13/2025	10/13/2026	10/13/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

   Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

   Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** directly caused by **your work** performed for the additional **insured** described in Paragraph **1.** or **2.** above, and included in the **products-completed operations hazard**.

   However, the insurance afforded to such additional **insured** described above:

   a. Only applies to the extent permitted by law; and
   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
   c. Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   (2) Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI –**

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. **Duties -- Additional Insured**

   An additional **insured** must see to it that:

   a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit;**
   b. We receive written notice of a **claim** or **suit** as soon as practicable; and
   c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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POLICY CHANGES

POLICY CHANGE NUMBER:

POLICY NUMBER ECP2019088-19	**POLICY CHANGES EFFECTIVE** 10/13/2025	**COMPANY** Great Divide Insurance Company
NAMED INSURED AARCO Environmental Services Corp. 50 Gear Ave Lindenhurst, NY 11757		**AUTHORIZED REPRESENTATIVE**
COVERAGE PARTS AFFECTED: Environmental Combined Policy		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph **12. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION V – POLICY CONDITIONS:**

We waive any right of recovery against any person or organization, because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, **COVERAGE C – MEDICAL PAYMENTS and COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, to whom the insured has waived its right of recovery in a written contract or written agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS

ADVICE OF CANCELLATION TO OTHER PARTIES

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2019088-19	10/13/2025	10/13/2026	10/13/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to **SECTION VII – CONDITIONS, 2. Cancellation:**

c. If we cancel this policy prior to the expiration date for any statutorily permitted reason other than nonpayment of the premium, we will provide Advice of Cancellation via e-mail to those Certificate Holders with whom you have agreed in writing in a contract or agreement to notify of cancellation of this policy. This Advice of Cancellation can only be provided once the following conditions have been satisfied:

(1) Following your receipt of a Notice of Cancellation by us, you provide to us, in the format we prescribe, the e-mail address of a contact for each Certificate Holder to be notified; and

(2) We are in receipt of this information prior to this policy's cancellation effective date.

Failure to furnish this information promptly, or providing incomplete or inaccurate information will relieve us of our obligations under this endorsement.

We will provide Advice of Cancellation via e-mail to each such Certificate Holder as soon as practicable following our receipt of such information.

Proof of our emailing the Advice of Cancellation, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Endorsement.

II. This Endorsement does not affect, in any way, coverage provided under this policy, or the cancellation of this policy or the effective date thereof, nor shall this Endorsement confer any rights to any person(s) or organization(s) not insured under this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Named Insured: AARCO Environmental Services Corp. **Endorsement Effective Date:** 10/13/2025

SCHEDULE

Name Of Person(s) Or Organization(s): As required by wriiten contract agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1**. of Section **II -** Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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POLICY NUMBER: BAP2019087-19

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	AARCO Environmental Services Corp.
Endorsement Effective Date:	10/13/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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BUSINESS AUTO COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:
   - **a.** We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   - **b.** You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   - **a.** Breakdown;
   - **b.** Repair;
   - **c.** Servicing;
   - **d.** "Loss"; or
   - **e.** Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. **Who Is An Insured**

   The following are "insureds":

   - **a.** You for any covered "auto".
   - **b.** Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed;

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing And Labor

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $30 per day, to a maximum of $900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $30 per day, to a maximum of $900.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

a. Permanently installed in or upon the covered "auto";

b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or

d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

a. "Loss" to any one covered "auto" is the lesser of:

(1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is $1,000, if, at the time of "loss", such electronic equipment is:

  (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

  (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or

  (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance, provided that:

1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:

  a. Theft or mischief or vandalism; or

  b. All perils.

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:

  a. Theft or mischief or vandalism; or

  b. All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

  (1) How, when and where the "accident" or "loss" occurred;

  (2) The "insured's" name and address; and

  (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

  (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

  (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- **(3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- **(4)** Authorize us to obtain medical records or other pertinent information.
- **(5)** Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- **(1)** Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- **(2)** Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- **(3)** Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- **(4)** Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- **(1)** Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

(5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- **a.** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- **b.** That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- **c.** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- **1.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- **2.** Vehicles maintained for use solely on or next to premises you own or rent;
- **3.** Vehicles that travel on crawler treads;
- **4.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - **a.** Power cranes, shovels, loaders, diggers or drills; or
  - **b.** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- **5.** Vehicles not described in Paragraph **1.**, **2.**, **3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - **a.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
  - **b.** Cherry pickers and similar devices used to raise or lower workers; or
- **6.** Vehicles not described in Paragraph **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - **a.** Equipment designed primarily for:
    - **(1)** Snow removal;
    - **(2)** Road maintenance, but not construction or resurfacing; or
    - **(3)** Street cleaning;
  - **b.** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - **c.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

- **1.** Damages because of "bodily injury" or "property damage"; or
- **2.** A "covered pollution cost or expense";

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

Q. "Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

© Insurance Services Office, Inc., 2019

Policy # WCA2019630-19

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required in writing by contract or agreement prior to loss.

© 1983 National Council on Compensation Insurance

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Where required by written contract between the Named Insured and an Additional Insured.

Paragraph **8.** Of **Section III – Conditions** is deleted and replaced by the following:

8. Other Insurance

- **a.** This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:
  - **(1)** This condition will not apply to other insurance specifically written as excess over this Coverage Form.
  - **(2)** The insurance provided under this Coverage Form will not seek contribution from any other insurance available to an additional insured, provided that:
    - **(a)** The additional insured is a Named Insured under such insurance;
    - **(b)** The additional insured is shown in the Schedule; and
    - **(c)** You have agreed in writing in a contract or agreement that this insurance would not seek contribution from any other insurance available to the additional insured.

  When this insurance is excess, if no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- **b.** When this insurance is excess over other insurance, we will pay only our share of the **ultimate net loss** that exceeds:
  - **(1)** The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Form; plus
  - **(2)** The total of all deductible and self-insured amounts under all that other insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

FORM MCS-90 **OMB No.: 2126-0008** **Expiration: 06/30/2027**

USDOT Number: __________ **Date Received:** __________

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. his requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration, Registration Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to AARCO Environmental Services Corp. *(Motor Carrier name)* **of** 50 Gear Avenue Lindenhurst, NY 11757 *(Motor Carrier state or province)*

Dated at 101 Hudson Street, 25th Floor, Jersey City, NJ 07302 **on this** 10 **day of** October, 2025

Amending Policy Number: BAP2019087-19 **Effective Date:** 10/13/2025

Name of Insurance Company: Key Risk Insurance Company

Countersigned by:
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown *(check only one)*:

☒ *This insurance is primary and the company shall not be liable for amounts in excess of $* 1,000,000 *for each accident.*

☐ *This insurance is excess and the company shall not be liable for amounts in excess of $* ______ *for each accident in excess of the underlying limit of $* ______ *for each accident.*

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA , to verify that the policy is in force as of a particular date. The telephone number to call is: 201-748-3043.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at https://portal.fmcsa.dot.gov/UrsRegistrationWizard/.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS - PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

Nassau County Shared Services,
Office of Purchasing

Staff Summary A-65-2026

Subject: A/C MAINTENANCE & REPAIR Solicitation #91036-07076-151	Date: August 4, 2026
Department: Shared Services, Office of Purchasing	Vendor Name: ComfortKool HVAC, Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-65-2026
Department Head Signature: Melissa Gallucci	Contract Manager Name: Deanna Prendergast, Buyer

Internal Approvals

Date & Initial	**Approval**	**Date & Initial**	**Approval**
8/19/2026	Chief Procurement Officer	8/24/26	Budget
8/19/26	County Attorney	8/24/26	County Executive
8/20/26 SM	Insurance		

Significant Adverse Information Identified? Yes ○ / No ● (If Yes, attach memo.)

Purpose: To authorize and award a blanket purchase order for the Department of Public Works for A/C Maintenance & Repair

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

Vendors Viewed the solicitation: 30		**Vendors bid on this solicitation: 5**	
7	Woman Owned business	1	Woman Owned Business
11	Minority (African/American)	1	Minority (African/American)
19	Small Business	3	Small Business
0	Service Disabled (Veteran) Owned	0	Service Disabled (Veteran) Owned
0	Veteran Owned Business	0	Veteran Owned Business
11	None of the Above	2	None of the Above

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 AUG 25 A 11:18

The Identified lowest responsible bidder is ComfortKool HVAC, Inc. is listed as a Minority Owned and Small Business

Impact on Funding/Term: The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be Seven Hundred and Fifty Thousand Dollars ($750,000.00) from Capital funds (PWCAPCAP 00005/00006) and General Funds (PWGEN0640, DE500). The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services option to renew up to an additional four (4) one (1) year periods and additional two (2) month period for a total term of five (5) years and two (2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to ComfortKool HVAC, Inc. as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLEK OF THE COUNTY LEGISLATURE **A-65-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: AUGUST 4, 2026

SUBJECT: RESOLUTION– NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS ($750,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO COMFORTKOOL HVAC, INC. FOR A/C MAINTENANCE & REPAIR.

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

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

RULES RESOLUTION 2026

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

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation #91036-07076-151 for A/C Maintenance & Repair for the Department of Public Works as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that ComfortKool HVAC, Inc. submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase order with Comfortkool HVAC, 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?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Joel Dickmann [JOEL@COMFORTKOOL.COM]

Dated: 08/11/2026 08:00:26 pm

Vendor: Comfort Kool HVAC INC

Title: CFO

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

Should a conflict arise we would notify the county and adhere to their guidelines

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

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

Business History Form

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

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

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

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

Date: 03/25/2024

1) Proposer's Legal Name: Comfort- Kool HVAC Incorp

2) Address of Place of Business: 1200 Shames Drive Suite D

City: Westbury State/Province/ Territory: NY Zip/Postal Code: 11590

Country: US

3) Mailing Address (if different):

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

Country: US

Phone: (516) 595-7003

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

4) Dun and Bradstreet number: 045038574

5) Federal I.D. Number: 043666821

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

i) Date of formation;

05/10/2002

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

Joel Dickmann - 72 Vinton St, Long Beach, NY, 11561 - TITLE CFO
Dan Dickmann - 202 Manhattan Ave, West Babylon, NY , 11704 - TITLE CEO
Elena Dickmann - 717 Clemons st, Bellmore, NY 11516 -TITLE COO
Margaret Crespo Dickmann - 717 Clemons st, Bellmore, NY 11590 - PRESIDENT

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

All Officers and directors were listed above . All executive decisions for the company are made by the individuals listed in the above ii section

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

16

vi) Annual revenue of firm;

4500000

vii) Summary of relevant accomplishments

Current mechanical contractor for North Shore School Consortium. Managing HVAC/R equipment for majority of school districts
Current mechanical contractor for Suffolk County Corrections , managing HVAC/R equipment
Completed multi large phase commercial HVAC/R Systems installations ranging from chillers, rtus, vrv systems to sub zero specalized refrigeration rooms for medical equipment

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

1 File(s) uploaded: Joel D EPA License.jpg

B. Indicate number of years in business.

23

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

Our technicians are EPA 608 Universal certified and are trained on the latest equipment trends in order to provide a diverse knowledge base.
Comfort Kool has built an excellent relationship with all supply houses located on long island and NYC. We pride ourselves with being able to get parts into customers ASAP.
We continue to grow by offering manufacture training courses to our technicians and staff. Allowing us to keep a competitive edge in this industry.

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

Company NYC Housing & Preservation
Contact Person Hector Padilla
Address 100 Gold Street
City New York State/Province/Territory NY
Country US
Telephone (212) 863-5783
Fax #
E-Mail Address padillah@hpd.nyc.gov

Company Suffolk County Corrections
Contact Person Todd Kalachik
Address 100 Center Drive
City Riverhead State/Province/Territory NY
Country US
Telephone (631) 852-4716
Fax #
E-Mail Address todd.kalachik@suffolkcountyny.gov

Company North Shore School Consortium
Contact Person Mathew Chervallil
Address 112 Franklin Ave
City Sea Cliff State/Province/Territory NY
Country US
Telephone (516) 277-7835
Fax #
E-Mail Address cheravallilm@northshoreschools.org

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

I, Joel Dickmann , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

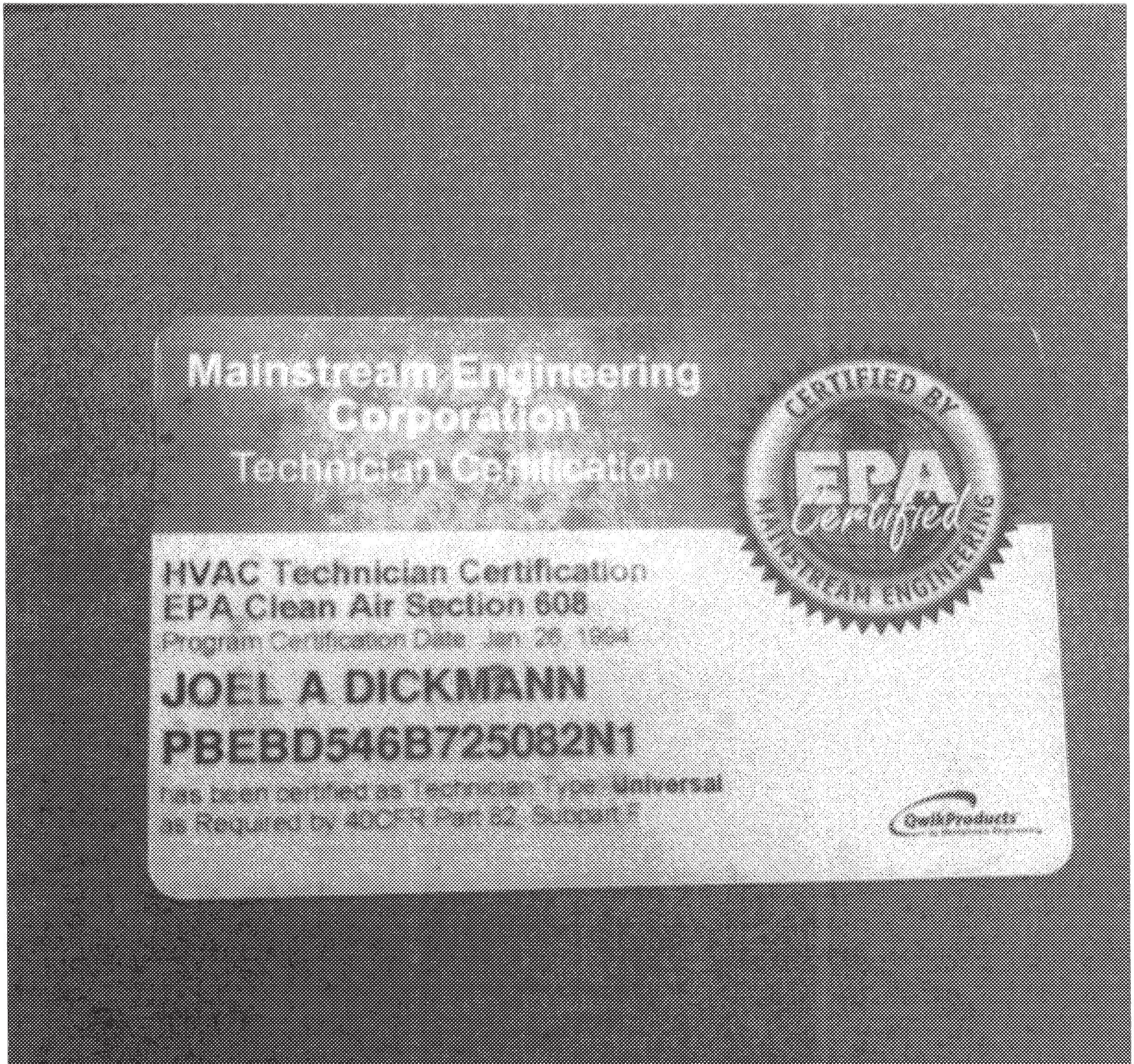
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Comfort Kool HVAC Inc

Electronically signed and certified at the date and time indicated by:
Joel Dickmann JOEL@COMFORTKOOL.COM

CFO
Title

08/12/2026 09:02:37 am
Date



Mainstream Engineering
Corporation
Technician Certification

HVAC Technician Certification
EPA Clean Air Section 608
Program Certification Date: Jan. 26, 1994

JOEL A DICKMANN
PBEBD546B725082N1

Has been certified as Technician Type: **Universal**
as Required by 40CFR Part 82, Subpart F

Commercial HVAC — Non-Toxic Substances List
For Vendor Audit / Right-to-Know Certification

Prepared for: [Nassau DPW]
Prepared by: [Joel Dickmann / Comfort Kool HVAC]
Date: July 2nd, 2026

Basis of Classification: The following substances are NOT classified as acutely toxic under OSHA's Hazard Communication Standard (29 CFR 1910.1200) / GHS Acute Toxicity Categories 1-3. None carry the GHS skull-and-crossbones "TOXIC" pictogram. All SDS documents are available upon request or via the links provided.

#1 - REFRIGERANTS

Product	Manufacturer	OSHA/GHS Classification	SDS
Freon™ 410A (R-410A)	Chemours	Simple Asphyxiant; Liquefied Gas	https://www.hudsontech.com/pdfs/SDS/R-410A/Freon-R-410A-Refrigerant.pdf
Opteon™ XL41 (R-454B)	Chemours	Simple Asphyxiant; Liquefied Gas	https://www.hudsontech.com/pdfs/SDS/R-454B/R-454B_Chemours.pdf
Freon™ 32 (R-32)	Chemours / Daikin	Flammable Gas Cat 1; Simple Asphyxiant; STOT SE Cat 3	https://www.hudsontech.com/wp-content/uploads/Freon_R32_Refrigerant.pdf
Freon™ 22 (R-22)	Chemours	Simple Asphyxiant; STOT SE Cat 3 (narcotic effects at high concentration)	https://labelsds.com/images/user_uploads/Freon%20R-22%20SDS%204-21-23.pdf

> R-22 and R-32 carry STOT SE Cat 3 (Warning) for narcotic effects at very high concentrations, but are NOT classified as acutely toxic (no skull-and-crossbones). R-22 appears on some state RTK hazardous substance lists — confirm applicability in your state.

#2 - LUBRICANTS & OILS

Product	Manufacturer	OSHA/GHS Classification	SDS
Copeland POE Compressor Oil 3MAW	Emerson / Copeland	Skin Irritant Cat 2; Eye Irritant Cat 2	https://www.emerson.com/documents/commercial-residential/sds-sheet-en-us-5074064.pdf
ComStar Polyol Ester Oil 32 (POE)	ComStar Products	Skin Irritant; Eye Irritant	https://www.comstarproducts.com/pub/media/wysiwyg/pdfs/SDS%20ComStar%20Polyol%20Ester%20Oil%2032%20(POE)%20150%20SUS%2045-008,%205%20gallon.pdf

> POE oils are classified as irritants only. No acute toxicity classification. Mobil EAL Arctic carries an Aspiration Hazard (Cat 1) if

swallowed — this is a physical hazard, not a systemic toxic classification.

#3 - INSULATION & FIBERGLASS

Product	Manufacturer	OSHA/GHS Classification	SDS
AP ArmaFlex Self-Adhesive (EPDM)	Armacell	Skin Irritant; Eye Irritant; STOT SE Cat 3 (respiratory irritation)	https://www.armacell.com/sites/default/files/2025/06/11/AP-ArmaFlex%20Self-Adhesive%20-%20Safety%20Datasheet%20-%20en-US.pdf
EcoTouch® Flexible Duct Insulation	Owens Corning	Skin/Eye/Respiratory Irritant; Carcinogenicity Cat 2 (suspected, glass fibers)	https://www.buildsite.com/pdf/owenscorning/EcoTouch-Insulation-for-Flexible-Duct-SDS-2076585.pdf
Fiberglas™ 700 Series Duct Liner	Owens Corning	Skin/Eye/Respiratory Irritant; Carcinogenicity Cat 2 (suspected, glass fibers)	https://www.buildsite.com/pdf/owenscorning/Fiberglas-700-Series-SDS-2078395.pdf

> Owens Corning fiberglass products carry a Carcinogenicity Category 2 classification (suspected carcinogen — IARC Group 2B). This is NOT an acute toxicity classification, but should be disclosed separately if the audit form asks about carcinogens.

#4- LEAK DETECTION DYES

Product	Manufacturer	OSHA/GHS Classification	SDS
AC Universal Dye	Yellow Jacket	Skin Irritant; Eye Irritant	https://yellowjacket.com/wp-content/uploads/2015/01/SDS-AC-Universal-Dye.pdf
LeakFinder Dyes (various)	Tracer Products	Skin/Eye Irritant (glycol-based carrier)	https://tracerproducts.com/leakfinder-sds/
AR-GLO® 5 / AR-GLO® 5E UV Dye	Spectroline	Skin/Eye Irritant	https://spectroline.com/sds/

> UV leak detection dyes are among the lowest-hazard products in commercial HVAC supply. Glycol-based carriers and fluorescent pigments at use concentrations are classified as irritants only.

PRINCIPAL QUESTIONNAIRE FORM

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

1. Principal Name: Joel Dickmann
Date of birth: 05/16/1989
Home address: 72 Vinton St
City: Long Beach State/Province/ Territory: NY Zip/Postal Code: 11561
Country: US

Business Address: 1200 Shames Dr Suite D
City: Westbury State/Province/ Territory: NY Zip/Postal Code: 11590
Country US
Telephone: 5165957003

Other present address(es): 1200 Shames Dr Unit D
City: Westbury State/Province/ Territory: NY Zip/Postal Code: 11590
Country: US
Telephone: 5165957003

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	08/10/2017	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
40% SHAREHOLDER

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Joel Dickmann, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Comfort Kool HVAC Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joel Dickmann JOEL@COMFORTKOOL.COM

CFO
Title

08/04/2026 02:38:52 pm
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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1. Principal Name: Daniel Dickmann
Date of birth: 04/26/1983
Home address: 202 Manhattan Ave
City: West Babylon State/Province/Territory: NY Zip/Postal Code: 11710
Country: US

Business Address: 1200 Shames Dr, Suite D
City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590
Country US
Telephone: 5165957003

Other present address(es):
City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590
Country: US
Telephone: 5165957003

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	07/17/2017
Chief Exec. Officer	05/17/2023	Secretary	
Chief Financial Officer		Partner	
Vice President (Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
40% Owner of company

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
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   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Daniel Dickmann, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Comfort-Kool HVAC INC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Daniel Dickmann DAN@COMFORTKOOL.COM

CEO
Title

08/04/2026 02:41:37 pm
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Elena Dickmann
Date of birth: 11/19/1990
Home address: 18 Terry Avenue
City: Amityville State/Province/Territory: NY Zip/Postal Code: 11701
Country: US

Business Address: 1200 Shames Dr Unit D
City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590
Country US
Telephone: 5165957003

Other present address(es):
City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590
Country: US
Telephone: 5165957003

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	08/10/2017
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	08/10/2017		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
10% SHAREHOLDER

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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YES [ ] NO [X] If Yes, provide details.

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   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
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   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Elena Dickmann, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Comfort-Kool HVAC INC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Elena Dickmann ELENA@COMFORTKOOL.COM

VP
Title

08/04/2026 02:47:48 pm
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Margaret Crespo Dickmann
Date of birth: 11/04/1955
Home address: 717 Clemons St
City: Bellmore State/Province/Territory: NY Zip/Postal Code: 11710
Country: US

Business Address: 1200 Shames Dr. Unit D
City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590
Country US
Telephone: 516-595-7003

Other present address(es):
City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590
Country: US
Telephone: 5165957003

List of other addresses and telephone numbers attached

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

President	05/10/2002	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	05/10/2002	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
10 % Shareholder

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Progressive Consulting LLC--Margaret Dickmann Sole Owner EIN # 92-2598263
717 Clemons ST Bellmore, NY 11710

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 an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Margaret Crespo Dickmann, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Comfort Kool HVAC Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Margaret Crespo-Dickmann MARGARET.COMFORTKOOL@GMAIL.COM

President
Title

08/04/2026 02:59:09 pm
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Comfort Kool HVAC INCorp

Address: 1200 Shames Drive, Suite D

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

2. Entity's Vendor Identification Number: 043666821

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

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

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Margaret Crespo – 717 Clemons st, Bellmore , NY 11710
Joel Dickmann – 72 Vinton St, Long Beach, NY 11561
Elena Dickmann – 717 Clemons st, Bellmore, NY 11710
Dan Dickmann – 202 Manhattan Ave, West Babylon , NY 11704

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

None

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Joel Dickmann [JOEL@COMFORTKOOL.COM]

Dated: 08/07/2026 12:03:06 pm

Title: CFO

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
91036-07076-151
Ad Date: 6/11/26

BID OPENING DATE
7/7/26
11:00 A.M. E.D.S.T.

BUYER **Deanna Prendergast**
TELEPHONE: **516-571-1211**
REQUISITION NUMBER N/A

OFFICE OF PURCHASING
JUL 7 2026
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: A/C MAINTENANCE & REPAIR

- **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

GUARANTEED DELIVERY DATE
IMMEDIATELY **DAYS AFTER RECEIPT OF ORDER**

EMPLOYERS FEDERAL TAX ID NUMBER 043 666 821

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

NAME OF BIDDER Comfort Kool HVAC Inc. **CONTACT EMAIL:** OFFICE@CKHVAC.COM
ADDRESS 1200 Shames Drive
CITY Westbury **STATE** NY **ZIP CODE** 11590 **TELEPHONE** 516 595 7003
SIGNATURE OF AUTHORIZED INDIVIDUAL
Joel Dickmann CFO
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.

DISCLOSURE STATEMENT

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

Bidders Name: ComFort Kool HVAC INC.

Address: 1200 Shames Drive Westbury NY 11590

Telephone No: 516 595 7003 Fax No: 516 396-6611

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** CFO **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91036-07076-151

QUALIFICATION STATEMENT

BIDDER'S NAME: Comfort Kool HVAC INC.

ADDRESS: 1200 Shames Drive Westbury NY 11590

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 /CEO Daniel Dickmann

VICE PRESIDENT /CFO Joel Dickmann

SECRETARY /COO Elena Dickmann

TREASURER /Pres Margaret Crespo

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU?
IF SO WHEN? yes 6/30/2026

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 24

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?
HVAC installations, Refrigeration installations

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
Daniel Dickmann	CEO	25-	HVAC/R	EMP/owner/CEO
Joel Dickmann	CFO	15	HVAC/R	EMP/owner/CFO

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
Fully read Bid, Currently providing same services To Nassau County, Fully Experienced with Data Room HVAC

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

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

BIDDER SIGN HERE __________ **BIDDER** CFO **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91036-07076-151

Joel Dickman CFO / Project Mgr

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

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

1. REFERENCE'S NAME: NYC Department of Housing Preservation/Development (HPD)

ADDRESS: 100 Gold Street
New York NY 10038

TELEPHONE: 646-2359344 - Hector Padilla CONTACT PERSON Santiago 347-8654564
CONTRACT DATE: Current Vendor
Multiple Locations

2. REFERENCE'S NAME: North Shore Schools Consortium

ADDRESS: 112 Franklin Ave
Sea Cliff NY 11579

TELEPHONE: 516 277 7835 CONTACT PERSON Mathew Cheravallil
CONTRACT DATE: Current Vendor -
Multiple School Districts - Nassau County

3. REFERENCE'S NAME: Suffolk County Corrections

ADDRESS: (Yaphank NY)
100 Center Drive Riverhead NY 11901

TELEPHONE: 631-852-4716 CONTACT PERSON Todd Kalachik
CONTRACT DATE: Current Contract

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

BIDDER SIGN HERE ______ **BIDDER** CFO **TITLE**

Additional References for Bid # 91036-07076-151

Comfort Kool HVAC Inc.

1200 Shames Drive

Westbury, NY 11590

1- Nassau County DPW
HVAC / A/C repair
Current vendor
Duane Mafucci 516 660 3483

2- Nassau County BOCES
Refrigeration, Kitchen equipment repair
Current Vendor

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 ______________________ CFO

BIDDER **TITLE**

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

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

PLEASE CHECK ONE:

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

OR

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

Dated: 7/2/26

(Signature of Bidder)

Print Name: Joel Dickmann

Print Title: CFO

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** CFO **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.

BIDDER SIGN HERE ____________________ CFO
BIDDER **TITLE**

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

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

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

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

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

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

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

1) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
2) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
3) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
4) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent under this Agreement;
5) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
6) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work under this Agreement.

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

BIDDER SIGN HERE ____________________ CFO
BIDDER **TITLE**

INDEMNIFICATION:

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

DEFINITIONS:

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

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

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

IMPORTANT

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

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

BIDDER SIGN HERE ____________________ **BIDDER**   CFO **TITLE**

REQUIRED VENDOR DISCLOSURE FORMS

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

- https://www.nassaucountyny.gov/5290/Vendor-Accounts-and-Claims

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:15144991403451:::::

a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

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

PLEASE NOTE:

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

BIDDER SIGN HERE ______________________ CFO
BIDDER **TITLE**

REQUESTS FOR INFORMATION OR CLARIFICATION

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

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

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

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

Ordinance # 153-2018

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

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

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

Ordinance # 72-2014

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

BIDDER SIGN HERE ______________________ CFO
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 A/C MAINTENANCE & REPAIR 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 Immediately **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.

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**

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

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

BIDDER SIGN HERE ______________ CFO
BIDDER **TITLE**

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

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.

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:

https://www.nassaucountyny.gov/DocumentCenter/View/2735/ClaimVoucherFormBlank?bidId=

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

BIDDER SIGN HERE ____________ **BIDDER** CFO **TITLE**

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.

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: Bidder will honor Manufacturer's warranty

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

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

Bidder will Abide by proposed rate schedule
For any Extended warranty in effect

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: See Attached
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause): see Attached

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** CFO **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.**

BIDDER SIGN HERE ____________________ CFO

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.

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**

CFO
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
JD 1 - 4 DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X ______________ CFO 7/2/26
Signature **Title** **Date**

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

BIDDER SIGN HERE ______________ **BIDDER** CFO **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91036-07076-151

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 6Th day of July, 20 26 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Comfort Kool HVAC INC.

Address: 1200 Shames Drive

Street: Unit "D"

City, Town, etc: Westbury NY 11590

Telephone: 516 595 7003 Title: ________

If applicable, responsible Corporate Officer

Name Joel Dickmann Title CFO

Signature: ________ Sign Here

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

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

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Procurement Lobbying Law:

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

✓

BIDDER SIGN HERE ____________________ CFO

BIDDER **TITLE**

OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 7/2/26

Signature:

Name: Joel Dickmann

Title: CFO

Contractor Name: Comfort Kool HVAC INC

Contractor Address: 1200 Shames Drive Unit "D"
Westbury NY 11590

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

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CFO
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.

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NY STATE LABOR LAW

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

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

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

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

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

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

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

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

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

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

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

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

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In

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BIDDER **TITLE**

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

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.

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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

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 law's provisions thereof.

BIDDER SIGN HERE ______ BIDDER   CFO TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91036-07076-151

SPECIFICATIONS:
NOTE: prevailing wage STEAMFITTER/HELPER

Annual Usage: $107,000.00

Computer Room A/C Repairs and Installations, Plan "B" Demand Service (T & M) per call basis

To cover requirements of repairs and new installations of A/C systems that are designed to cool Computer rooms and small enclosed rooms. The equipment includes but is not limited to Blazer Liebert, Mitsubishi, Panasonic, Gree, Rheem. Contractor shall furnish all labor, parts, materials and equipment to repair, restore and install the equipment to optimum operating condition.
Whenever repairs, service or adjustments are required, the contractor must respond promptly. (within the same business day, emergency response within 2 hours)
The contractor must have a minimum of five years' experience in Computer room A/C Repairs and Installations.

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1. HEATING, A/C, VENTILATION M/R
   Computer Room A/C Repairs and Installations
   PLAN (B) NORMAL WORK HOURS MONDAY THROUGH FRIDAY 8AM-4PM
   Field Service

LABOR: HOURLY RATE **STEAMFITTER TECHNICIAN – UNDER 15 TON UNIT** (REGULAR) $ 92.00 HR.
LABOR: HOURLY RATE **STEAMFITTER TECHNICIAN – OVER 15 TON UNIT** (REGULAR) $ 92.00 HR.
LABOR: HOURLY RATE **HELPER** (REGULAR) $ 68.00 HR.

QUARTLY HOURS WILL BE IN PROPORTION TO THE HOURLY RATE

2. HEATING, A/C, VENTILATION M/R
   Computer Room A/C Repairs and Installations
   PLAN (B) OVERTIME INCLUDES ALL OTHER TIMES AFTER 4PM OR BEFORE 8AM MONDAY, FRIDAY OR ANY TIME ON SATURDAY, SUNDAY AND ANY NY STATE RECOGNIZED HOLIDAY.
   Field Service

LABOR: HOURLY RATE **STEAMFITTER TECHNICIAN – UNDER 15 TON UNIT** (OVERTIME) $138- HR
LABOR: HOURLY RATE **STEAMFITTER TECHNICIAN – OVER 15 TON UNIT** (OVERTIME) $138- HR
LABOR: HOURLY RATE **HELPER** (OVERTIME) $102- HR

QUARTLY HOURS WILL BE IN PROPORTION TO THE HOURLY RATE

PARTS MARKUP

Manufacture List -15% %
Cost Plus 25 %
Shipping will have no mark up

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

BIDDER SIGN HERE ______________________ 7/6/26
BIDDER **TITLE**

SUBCONTRACTING

SUBCONTRACTING MUST HAVE DOCUMENTED PRIOR APPROVAL FROM THE USING AGENCY AND WILL BE REIMBURSED ONLY WHEN A PAID INVOICE AND APPROVAL DOCUMENT FROM THE USING AGENCY IS SUBMITTED WITH THE CLAIM.

Subcontracting Cost Plus 25% %

RIGGING AND EQUIPMENT

Rigging and Equipment rental must have prior approval from the using agency and will be reimbursed if a paid invoice is submitted with the claim

Rigging Cost Plus 25% %
Equipment rental including dumpsters Cost plus 25% %

WARRANTY ON SERVICE, REPAIR OR NEW INSTALLATIONS RENDERED:
PARTS: 365 DAYS
LABOR: 365 DAYS
RESPONSE TIME: TWO (2) HOURS

-- END OF ITEM LIST --

WHENEVER REPAIRS, SERVICE, ADJUSTMENTS OR QUOTES ARE REQUIRED, THE CONTRACTOR SHALL SUPPLY SAME PROMPTLY, WITHIN THE SAME DAY. EMERGENCY CALLS SHALL BE WITHIN TWO (2) HOURS. FAILURE TO RESPOND WITHIN THE AFORMENTIONED TIME FRAMES WILL RESULT IN TERMINATION OF THIS CONTRACT.

Vendor will send one technician unless specified by and/or agreed upon by County representative prior to commencement of work.

Contractor will maintain stock of regular supply items commonly used in their trade (i.e. Tape, screws, cable ties, adhesive liquids, etc.) and ensure that mechanics arrive at the jobsite adequately supplied with such. Departures from job site to obtain such items shall not be charged as time worked to the county. Departures from the job site for OEM parts will be with prior approval of the designated agency representative and shall be obtained from a supplier as local to the job site as reasonably possible.

On all jobs performed by the vendor, job location shall be restored to a safe and aesthetically acceptable condition prior to departure.

Vendor must be able to work at multiple sites at any given time. Proof of adequate qualified employees may be requested prior to award.

Labor charges to be complete and include all applicable costs. There will be no allowance for travel charges, millage and estimates.

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

1. Time sheet signed by authorized county personnel. Time sheets shall show time of arrival and time of departure. Travel time to and from place of employment or prior jobs shall not be considered in the total work time charged to the using agency and must not be submitted.

2. Details of parts used:

Only actual system components, shown on the plans and specifications for the affected system machinery, should be billed. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim without revision or eradication. Exception: Contractor may block-out credit payment details on invoice. Compliance with the above is necessary in order to expedite the payment. Claims without the above will be returned to contractor without payment until a complete claim is submitted

WORK TO BE PERFORMED FOR: All Locations Under the Jurisdiction of Nassau County Department of Public Works.
This Contract may be amended upon mutual agreement between Nassau County and the Awarded bidder.

TRAVEL TIME: NONE MILEAGE: NONE MINIMUM: CHARGE NONE

NOTE:

1) NO ELECTRONIC SUBMISSIONS ARE ALLOWED

A hard copy of the bid package is to be sent to the following address:

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

Attn: Deanna Prendergast
Bid No.: 91036-07076-151

The bid package must be sent in a sealed envelope with the solicitation number written on the envelope. We recommend that you send this package early to arrive the day before the bid opening, to ensure receipt.

2) **DO NOT** STAPLE OR BIND THE BID PACKAGE

✓

Additional Items, Quantities and Facilities may be added to this blanket order with a written quotation and subsequent amendment.

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

BIDDER SIGN HERE ______________ **BIDDER**   CFO **TITLE**

COMFORT-KOOL HVAC INCORP

1200 SHAMES DR. UNIT D

WESTBURY, NY 11590

516-595-7003

Nassau County Vendor Portal Business History – Shareholders

Joel Dickmann - 72 Vinton St, Long Beach, NY, 11561 - TITLE CFO

Dan Dickmann - 202 Manhattan Ave, West Babylon, NY , 11704 - TITLE CEO

Elena Dickmann - 717 Clemons st, Bellmore, NY 11516 -TITLE COO

Margaret Crespo Dickmann - 717 Clemons st, Bellmore, NY 11590 - PRESIDENT

Form **W-9**
(Rev. January 2026)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, on page 2.

See **Specific Instructions** on page 3.

DRAFT — DO NOT FILE

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Comfort-Kool HVAC Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.
☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . . ______
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) ______

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 4):
Exempt payee code (if any) ______
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ______
(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
1200 Shames Drive Suite D

6 City, state, and ZIP code
Westbury NY 11590

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). Do not report the employer identification number (EIN) of a sole proprietor or disregarded entity. For a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your EIN. If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ – __ – ____

or

Employer identification number
04 – 3666821

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct; and
5. ☐ I am exempt from information reporting as a U.S. digital asset broker within the meaning of Regulations section 1.6045-1(g)(4)(i)(A)(1) (other than a registered investment adviser). I claim exempt status under Regulations section 1.6045-1(c)(3)(i)(B)(12).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Elena Dehmann **Date** 01 / 01 / 2026

Cat. No. 10231X

JOHNSTONE
SUPPLY

7/6/2026

To Whom It May Concern,

This letter is to confirm that Comfort-Kool HVAC, Inc. maintains a credit line in good standing.

The account has been consistently managed in a responsible and timely manner.

Comfort-Kool HVAC, Inc. has demonstrated financial reliability and a strong commitment to maintaining positive business relationships. Based on our experience, they are considered a valued customer with a solid credit history.

Should you require any additional information, please do not hesitate to contact us.

Sincerely,
Maria Micieli
Maria Micieli

Maria Micieli | *AR/Credit Manager*
Johnstone Supply – Farmingdale Group
135 Schmitt Blvd, Farmingdale, NY 11735
Office: (631) 293-2566
JohnstoneSupply.com

Comfort Kool HVAC
Income Statement

Current Reporting Period: Period 12 Of Fiscal Year 2025
Period Starting Date: 12/01/2025
Period Ending Date: 12/31/2025
Entity Group: 100
Printed: 07/02/2026 11:50:13 AM

Account Id	Account Name	Entity Name	Current	Prior Year	YTD	Prior YTD
INCOME						
Income						
4004	Income	Balance Sheet	0.00	0.00	218,679.90	0.00
4004	Income	Maintenance HVAC	33,765.70	0.00	111,923.59	0.00
4004	Income	Maintenance Kitchen/Hot Food	3,077.50	0.00	5,532.50	0.00
4004	Income	Maintenance Refrigeration	24,769.58	0.00	94,633.32	0.00
4004	Income	Service HVAC	191,128.91	0.00	669,445.81	0.00
4004	Income	Service Kitchen/Hot Food	54,440.73	0.00	227,663.87	0.00
4004	Income	Service Refrigeration	141,583.56	0.00	1,019,132.80	0.00
4007	Other Income	Balance Sheet	1,663.57	0.00	10,868.70	0.00
	*** Income		450,429.55	0.00	2,357,880.49	0.00
Other Income						
	*** Other Income		0.00	0.00	0.00	0.00
	*** TOTAL INCOME ***		450,429.55	0.00	2,357,880.49	0.00
EXPENSES						
Cost of Sales Expense						
5000	Direct Labor	Maintenance HVAC	379.26	0.00	4,917.96	0.00
5000	Direct Labor	Maintenance Kitchen/Hot Food	136.88	0.00	651.88	0.00
5000	Direct Labor	Maintenance Refrigeration	1,705.51	0.00	9,558.03	0.00
5000	Direct Labor	Service HVAC	11,833.08	0.00	74,429.71	0.00
5000	Direct Labor	Service Kitchen/Hot Food	3,333.54	0.00	30,039.55	0.00
5000	Direct Labor	Service Refrigeration	12,002.32	0.00	131,808.96	0.00
5002	Job Materials Purchased	Balance Sheet	57,874.75	0.00	750,325.29	0.00
5002	Job Materials Purchased	Admin/Overhead Service	0.00	0.00	297.46	0.00
5002	Job Materials Purchased	Maintenance HVAC	0.00	0.00	7.92	0.00
5002	Job Materials Purchased	Maintenance Refrigeration	3.96	0.00	147.96	0.00
5002	Job Materials Purchased	Service HVAC	827.89	0.00	34,558.53	0.00
5002	Job Materials Purchased	Service Kitchen/Hot Food	4,078.97	0.00	14,881.20	0.00
5002	Job Materials Purchased	Service Refrigeration	6,933.27	0.00	78,830.26	0.00
5003	Job Travel	Service HVAC	0.00	0.00	121.50	0.00
5004	Other Job Related Costs	Service HVAC	0.00	0.00	250.99	0.00
5004	Other Job Related Costs	Service Kitchen/Hot Food	29.91	0.00	56.77	0.00
5004	Other Job Related Costs	Service Refrigeration	34.26	0.00	1,552.60	0.00
	*** Cost of Sales Expense		99,173.60	0.00	1,132,436.57	0.00
Indirect Cost of Sales						

Comfort Kool HVAC
Income Statement

Account Id	Account Name	Entity Name	Current	Prior Year	YTD	Prior YTD
6000	Field Non-Job Labor	Balance Sheet	268.13	0.00	3,004.24	0.00
6000	Field Non-Job Labor	Admin/Overhead Service	966.38	0.00	7,026.46	0.00
6060	Auto and Truck Expenses	Balance Sheet	0.00	0.00	12,550.10	0.00
6070	Auto Expense (Gas & Repairs)	Balance Sheet	0.00	0.00	15,562.36	0.00
6080	Auto Lease	Balance Sheet	0.00	0.00	1,197.00	0.00
6090	Bad Debt	Balance Sheet	0.00	0.00	3,519.15	0.00
6090	Bad Debt	Maintenance HVAC	0.00	0.00	237.21	0.00
6090	Bad Debt	Maintenance Refrigeration	0.00	0.00	187.68	0.00
6090	Bad Debt	Service HVAC	49.00	0.00	1,900.96	0.00
6090	Bad Debt	Service Kitchen/Hot Food	0.00	0.00	541.05	0.00
6090	Bad Debt	Service Refrigeration	1.99	0.00	10,029.00	0.00
6210	Healthcare	Balance Sheet	0.00	0.00	373.08	0.00
6220	Insurance Expense	Balance Sheet	0.00	0.00	2,072.00	0.00
6220	Insurance Expense	Admin/Overhead Service	0.00	0.00	2,206.48	0.00
6230	Interest Expense	Balance Sheet	0.00	0.00	117.91	0.00
6290	Meals and Entertainment	Balance Sheet	0.00	0.00	336.86	0.00
6300	Freight	Service HVAC	33.19	0.00	33.19	0.00
6300	Freight	Service Kitchen/Hot Food	0.00	0.00	98.76	0.00
			--------	----	---------	----
	*** Indirect Cost of Sales		1,318.69	0.00	60,993.49	0.00
G & A Expenses						
7100	Office Salaries	Balance Sheet	0.00	0.00	(3,930.00)	0.00
7210	Loan Payable-Ford $660.00 x8838	Balance Sheet	0.00	0.00	1,320.00	0.00
7260	Auto Lease	Balance Sheet	0.00	0.00	7,444.13	0.00
7270	Bad Debt	Balance Sheet	0.00	0.00	14.79	0.00
7270	Bad Debt	Service HVAC	0.00	0.00	295.71	0.00
7270	Bad Debt	Service Refrigeration	0.00	0.00	349.14	0.00
7280	Bank Service Charges	Balance Sheet	0.00	0.00	265.00	0.00
7290	Business Licenses and Permits	Balance Sheet	0.00	0.00	407.66	0.00
7300	Computer and Internet Expenses	Balance Sheet	0.00	0.00	557.21	0.00
7320	Corporate Tax Expense	Balance Sheet	0.00	0.00	(8,115.83)	0.00
7340	Dodge 19 Ram	Balance Sheet	0.00	0.00	948.68	0.00
7360	Employee Purchases	Balance Sheet	0.00	0.00	0.09	0.00
7380	Health Insurance- BCBS	Balance Sheet	0.00	0.00	57,852.40	0.00
7400	Insurance Expense	Balance Sheet	0.00	0.00	19,852.81	0.00
7410	Insurance Expense:General Liability Insu	Balance Sheet	0.00	0.00	41,149.71	0.00
7430	Interest Expense	Balance Sheet	0.00	0.00	18,210.19	0.00
7460	Meals and Entertainment	Balance Sheet	0.00	0.00	3,433.67	0.00
7490	Office Expense	Balance Sheet	1,710.00	0.00	23,416.08	0.00
7500	Office Supplies	Balance Sheet	0.00	0.00	389.01	0.00
7570	Postage and Delivery	Balance Sheet	0.00	0.00	554.77	0.00
7590	Professional Fees	Balance Sheet	0.00	0.00	23,709.14	0.00
7610	Rent Expense	Admin/Overhead Service	10,731.86	0.00	75,621.30	0.00
7620	Repairs and Maintenance	Admin/Overhead Maintenance	0.00	0.00	11,834.00	0.00
7630	ResQ Fee	Maintenance HVAC	0.00	0.00	48.35	0.00
7630	ResQ Fee	Service HVAC	0.00	0.00	476.30	0.00
7630	ResQ Fee	Service Kitchen/Hot Food	0.00	0.00	84.58	0.00
7630	ResQ Fee	Service Refrigeration	0.00	0.00	748.37	0.00
7640	Square Processing Fee	Service HVAC	0.00	0.00	20.79	0.00

Comfort Kool HVAC
Income Statement

Account Id	Account Name	Entity Name	Current	Prior Year	YTD	Prior YTD
7660	Telephone Expense	Balance Sheet	0.00	0.00	2,925.51	0.00
7660	Telephone Expense	Admin/Overhead Service	0.00	0.00	208.18	0.00
7670	Travel Expense	Balance Sheet	0.00	0.00	4,536.05	0.00
7690	Uniform Expense	Balance Sheet	0.00	0.00	15.07	0.00
7700	Utilities	Admin/Overhead Service	767.25	0.00	5,712.78	0.00
7701	Auto Parking	Balance Sheet	0.00	0.00	3,227.78	0.00
7702	Traffic Violations	Balance Sheet	0.00	0.00	1,092.23	0.00
			---------	----	----------	----
	*** G & A Expenses		13,209.11	0.00	294,675.65	0.00
			==========	====	============	====
	*** TOTAL EXPENSE ***		113,701.40	0.00	1,488,105.71	0.00
			==========	====	==========	====
	*** PROFIT / (LOSS) ***		336,728.15	0.00	869,774.78	0.00

Comfort Kool HVAC Inc
1200 Shames Drive
Westbury, NY 11590

Principal and Shareholder listing as of 7/06/2026

Margaret Crespo - secretary
717 Clemons Street
Bellmore, NY 11710

Elena Dickmann – COO
18 Terry Ave
Amityville NY

Daniel Dickmann - CEO
202 Mnahattan Ave
West Babylon NY

Joel Dickmann -CFO
72 Vinton Street
Long Beach NY

NASSAU COUNTY · STATE OF NEW YORK

FORMAL BID RECOMMENDATION

BID NUMBER: 91036-07076-151 OPEN: JULY 7, 2026

TITLE: A/C MAINTENANCE & REPAIR

DATE: AUGUST 6, 2026

TO: DEANNA PRENDERGAST FROM: ADMINISTRATION

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

Date: AUGUST 6, 2026

To: Supervisor From: *Deanna Prendergast, 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.

Deanna Prendergast

Buyer

Date: ____________________

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 8/7/26

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion.

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

Joseph Bocci

Director

	BID RESULTS
Item	Bidder
001	Recommend this award be given to
	COMFORTKOOL HVAC, INC. As the lowest
	Responsible bidder meeting Specifications
	And bid terms for all items.

COMFORT KOOL (BPNC21000189) - INVOICES

TOTAL FOR REGULAR HOURS (UNDER 15 TONS)	$ 33,981.00	
TOTAL FOR REGULAR HOURS (OVER 15 TONS)		
PARTS TOTAL		$ 84,245.93

FLEXAIR

	$ 29,155.00		
		$ 32,585.00	
			$ 89,203.70
Labor Under 15 Tons		$ 29,155.00	
Labor Over15 Tons		$ 32,585.00	
Total Labor		$ 61,740.00	
Grand Total Parts & Labor			**$ 150,943.70**

HI-TECH AIR

	$ 36,015.00		
		$ 63,455.00	
			$ 99,115.22
Labor Under 15 Tons		$ 36,015.00	
Labor Over15 Tons		$ 63,455.00	
Total Labor		$ 99,470.00	
Grand Total Parts & Labor			**$ 198,585.22**

COMFORTKOOL

	$ 31,556.00		
		$ 31,556.00	
			$ 84,247.94
Labor Under 15 Tons		$ 31,556.00	
Labor Over15 Tons		$ 31,556.00	
	Total Labor	$ 63,112.00	
Grand Total Parts & Labor			**$ 147,359.94**

BEST CLIMATE

	$ 41,160.00		
		$ 41,160.00	
			$ 118,938.26
Labor Under 15 Tons		$ 41,160.00	
Labor Over15 Tons		$ 41,160.00	
	Total Labor	$ 82,320.00	
Grand Total Parts & Labor			**$ 201,258.26**

TRADITIONAL AIR

	$ 42,532.00		
		$ 63,112.00	
			$ 89,203.70
Labor Under 15 Tons		$ 42,532.00	
Labor Over15 Tons		$ 63,112.00	
	Total Labor	$ 105,644.00	
Grand Total Parts & Labor			**$ 194,847.70**

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: July 7, 2026 AT 11:00 A.M.
BID NO: 91036-07076-151
REQ. NO: N/A
TITLE: AC MAINTENANCE & REPAIR

				FLEX AIR AC MAINTENANCE	HI TECH AIR CONDITIOINING SERVICE INC.	COMFORT KOOL HVAC-R	BEST CLIMATE CONTROL CORP.	TRADITIONAL AIR CONDITIONING SYSTEMS & SERVICE				DETAILS OF AWARD	
ITEM #	ARTICLE	Qty.	UNIT	1	2	3	4	5	6	7	8	TO NO.	AMOUNT
HEATING, A/C, VENTILATION M/R Computer Room A/C Repairs and Installations PLAN (B) NORMAL WORK HOURS MONDAY THROUGH FRIDAY 8AM-4PM Field Service													
1A	LABOR: HOURLY RATE STEAMFITTER TECHNICIAN – UNDER 15 TON UNIT (REGULAR)	Hr.	$	85.00	105.00	92.00	120.00	124.00					
1B	LABOR: HOURLY RATE STEAMFITTER TECHNICIAN – OVER 15 TON UNIT (REGULAR)	Hr.	$	95.00	185.00	92.00	120.00	184.00					
1C	LABOR: HOURLY RATE HELPER (REGULAR)	Hr.	$	75.00	105.00	68.00	NB	65.00					
HEATING, A/C, VENTILATION M/R Computer Room A/C Repairs and Installations PLAN (B) OVERTIME INCLUDES ALL OTHER TIMES AFTER 4PM OR BEFORE 8AM MONDAY, FRIDAY OR ANY TIME ON SATURDAY, SUNDAY AND ANY NY STATE RECOGNIZED HOLIDAY. Field Service													
2A	LABOR: HOURLY RATE STEAMFITTER TECHNICIAN – UNDER 15 TON UNIT (OVERTIME)	Hr.	$	155.00	157.50	138.00	180.00	175.00					
2B	LABOR: HOURLY RATE STEAMFITTER TECHNICIAN – OVER 15 TON UNIT (OVERTIME)	Hr.	$	165.00	370.00	138.00	180.00	275.00					
2C	LABOR: HOURLY RATE HELPER (OVERTIME)	Hr.	$	105.00	157.50	102.00	NB	75.00					
	PARTS MARKUP												
	MANUFACTURER LIST		%	10%	0%	MINUS 15%	20%	10%					
	COST PLUS		%	10%	25%	25%	20%	15%					
	SUBCONTRACTING COST PLUS		%	10%	10%	25%	20%	10%					
	RIGGING COST PLUS		%	10%	10%	25%	20%	10%					
	EQUIPMENT RENTAL INCLUDING DUMPSTERS COST PLUS		%	10%	10%	25%	20%	10%					
PRPARED BY			TERMS	5%	NET	NET	NET	NET	NET	NET	NET		

Kimberly Stanton 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 7/7/26

PUBLIC BID OFFICER

Client#: 2112434 COMFOHVA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/05/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
725 RXR Plaza East Tower
7th Floor
Uniondale, NY 11556

CONTACT NAME: Michael Giordonello
PHONE (A/C, No, Ext): 516 419-4000
FAX (A/C, No): 877 727-5171
E-MAIL ADDRESS: michael.giordonello@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : StarStone National Insurance Company	25496
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Comfort-Kool Hvac Incorporated
1200 Shames Dr
Westbury, NY 11590

COVERAGES

CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded: 5,000 ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLGR496000	05/18/2026	05/18/2027	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $10,000			XSGR496000	05/18/2026	05/18/2027	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

RE: HVAC installation, service and repairs

The General Liability policy includes an additional insured endorsement that provides additional insured status to Nassau County Department Of Consumer Affairs with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER

Nassau County Department 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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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/04/2026

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

Doug Jones (Justworks)
c/o Artex Risk Solutions, Inc.
P.O. Box 13838
Scottsdale, AZ 85267

CONTACT NAME: Justworks Customer Success
PHONE (A/C, No, Ext): (888) 534-1711
FAX (A/C, No):
E-MAIL ADDRESS: support@justworks.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Justworks Employment Group LLC Labor Contractor, for co-employees of:
COMFORT-KOOL HVAC INCORPORATED
PO Box 7119 Church Street Station
New York, NY 10008-7119

COVERAGES **CERTIFICATE NUMBER:** 26NY0171275791 **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	
	☐ **COMMERCIAL GENERAL LIABILITY**						EACH OCCURRENCE	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐						MED EXP (Any one person)	$
	☐						PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☐ ☐							$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N						☒ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A		WC 11-10-121-01	06/01/2026	06/01/2027	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2026	06/01/2027	**Client#** 199780-NY	

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

Coverage is provided for only those co-employees of, but not subcontractors to:

COMFORT-KOOL HVAC INCORPORATED
1200 Shames Drive Suite D
Westbury, NY 11590

CERTIFICATE HOLDER

Nassau County Department 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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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

ComfortKool HVAC-R
1200 Shames Drive
Suite D
Westbury, NY 11590

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

04-3666821

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County Department of
Consumer Affairs
240 Old Country Road
Mineola, NY 11501

3a. Name of Insurance Carrier
Metropolitan Life Insurance Company

3b. Policy Number of Entity Listed in Box 1a
215165

3c. Policy Effective Period:
January 1, 2026 to **December 31, 2026**

4. Policy provides the following benefits:
   - ☒ A. Both disability and Paid Family Leave benefits.
   - ☐ B. Disability benefits only.
   - ☐ C. Paid Family Leave benefits only.

5. Policy covers:
   - ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed: **Janaury 6, 2026** By: *Natassia Harris*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number **spu_group_contracts@metlife.com** Name and Title: **Natassia Harris, State Plan Consultant**

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed ____________ By ____________________

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number ____________ Name and Title ____________________

Please Note:** Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.

Certified: --

B-13-26

FILED BY THE NASSAU COUNTY CLERK OF
THE LEGISLATURE AUGUST 27, 2026
12:41 PM

NIFS ID: T62462-01G

Capital: **X**

Contract ID #: **T62462-01G**

NIFS Entry Date:

DPW Contract Number: **T62462-01G**

Department: Public Works

Service: **Traffic Signal Expansion Phase 10 T62462-01G PIN 0761.25 B13-26**

Term: **Twenty-Four (24) months from NTP**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid: **X**	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Hinck Electrical Contractor, Inc.**	ID#:**112215346**
Main Address: **75 Orville Drive** **Bohemia, NY 11716** Contract Specific Address: **For Remittance:** **Hinck Electrical Contractors, Inc.** **75 Orville Drive, Suite 1** **Bohemia, New York, 11716-2501**	
Main Contact: **Laverne Oliver**	
Main Phone:	

Department:
Contact Name: **Christopher Liberti**
Address: **NCDPW** **1194 Prospect Ave** **Westbury NY 11590**
Phone: **(516) 571-3930**
Email: **cliberti@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: This contract provides funding for the construction of thirty-nine (39) traffic signals and twenty-one (21) traffic cameras at various intersections along Hempstead Avenue, Franklin Avenue, New Hyde Park Road, Mineola Boulevard, and Glen Cove Avenue. This is a FEDERAL AID job PIN 0761.25.

Procurement History: The contract was advertised on August 6, 2025. Three (3) bids were received and opened on September 30, 2025. Hinck Electrical Contractor, Inc. was the lowest responsible bidder.

Description of General Provisions: Construction of traffic signals and cameras. The contract duration is twenty (24) months.

Impact on Funding / Price Analysis: Funding for this contract is available from the Capital Project 62462. The maximum contract amount is $17,112,868.35 of which $8,566,400.00 is Federal, $1,606,200.00 is State, and $6,940,268.35 is County funded. DBE

Utilization is 10%. FEDERAL AID PIN 0761.25.

Change in Contract from Prior Procurement: New Procurement.

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: T62462-01G

Advertised On: 08/06/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 09/30/2025

Number of bids received: 3

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00004	PWCAPCAP 00004 62462 125	01	$17,112,868.35
Project Number 62462 Project Detail 125								
						TOTAL		**$17,112,868.35**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$8,566,400.00
State	$1,606,200.00
Capital	$6,940,268.35
Other	$0.00
Total	**$17,112,868.35**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	07/17/2026 09:01AM	Approved
NIFS Final Approval	Loretta Dionisio	07/17/2026 09:15AM	Approved
Final Approval	Loretta Dionisio	07/17/2026 09:15AM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	07/17/2026 09:16AM	Approved
Final Approval	Loretta Dionisio	07/17/2026 09:16AM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	07/17/2026 10:25AM	Approved
Approval as to Form	Julie Silverstein	07/20/2026 04:20PM	Approved
NIFS Approval	Mary Nori	07/27/2026 03:44PM	Approved
Final Approval	Mary Nori	07/27/2026 03:44PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/20/2026 04:57PM	Approved
NIFA Approval	Christopher Nolan	07/27/2026 11:45AM	Approved
Final Approval	Christopher Nolan	07/27/2026 11:45AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/27/2026 04:11PM	Approved
DCE Compliance Approval	Robert Cleary	08/05/2026 02:11PM	Approved
Vertical DCE Approval	Arthur Walsh	08/26/2026 07:20PM	Approved
Final Approval	Arthur Walsh	08/26/2026 07:20PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/27/2026 11:06AM	Approved

Legislature			
Final Approval			In Progress
DPW NIFS Field Entry			
Final Approval			Pending
NIFA			
NIFA Approval			Pending
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending

B13-26

RULES RESOLUTION NO -2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND HINCK ELECTRICAL CONTRACTORS, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS [“Department”] has received competitive bids for contract T62462-01G, TRAFFIC SIGNAL EXPANSION-PHASE 10-PIN 0761.25, NASSAU COUNTY, NEW YORK [“Contract”], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of HINCK ELECTRICAL CONTRACTORS, INC.

[“Vendor”] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 17,112,868.35 now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Hinck Electrical Contractor, Inc.

as Principal; and Fidelity & Deposit Company of Maryland as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of Amount Bid dollars ($ 10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 18th day of August, 2025

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. T62462-01G for the

Nassau County Department of Public Works Traffic Signal Expansion Phase 10 PIN 0761.25

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Hinck Electrical Contractor, Inc.
Contractor

by John G. Buck (L.S.)
President

(Corporate seal of Contractor
Title if a corporation)

by ______________________ (L.S.)
Title

by ______________________ (L.S.)
Title

Fidelity & Deposit Company of Maryland
Surety

by Robert J Frey, Attorney-In-Fact (L.S.)
Title of Officer

Attest: Jennifer Gioiello (L.S.)
Title of Officer

(Corporate seal of Surety)

(Acknowledgment by Contractor if a corporation)

STATE OF New York)
)
ss.:
COUNTY OF Suffolk)

On this 3rd day of September, 2025 , before me personally came to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the President of the Hinck Electrical Contractor, Inc. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Susan L Ruch
Notary Public

Susan L Ruch
Notary Public, State of New York
Reg. No. 01RU6146994
Qualified in Suffolk County
Commission Expires 05-30-2026

(Acknowledgment by Contractor if a partnership)

STATE OF ______________)

ss.:
COUNTY OF ______________)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF ______________)
)
ss.:
COUNTY OF ______________)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

____
Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

ss.:

COUNTY OF Nassau)

On this 18th day of August, 2025, before me personally came Robert J Frey to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the Attorney-In-Fact of the Fidelity & Deposit Company of Maryland the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Notary Public further said that he is acquainted with Robert J Frey and knows him to be the Attorney-in-Fact of said company; that the signature of the said Robert J Frey subscribed to the within instrument is in the genuine handwriting of the said Robert J Frey and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Robert J Frey.

Jennifer Gioino
Notary Public
#01GI6404438 exp. 2/18/2026

Jennifer Gioino
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI6404438
Qualified in Nassau County
Commission Expires 02/18/2026

POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

NO TEXT ON THIS PAGE

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of August, 2025.

MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

NO TEXT ON THIS PAGE

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition

As Of December 31, 2024

ASSETS

Bonds		$ 181,162,758
Stocks		18,212,825
Cash and Short-Term Investments		2,411,982
Reinsurance Recoverable		20,361,515
Federal Income Tax Recoverable		10,150
Other Accounts Receivable		26,284,837
TOTAL ADMITTED ASSETS		$ 248,444,067

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 103,295
Ceded Reinsurance Premiums Payable		45,005,200
Remittances and Items Unallocated		0
Payable to parents, subs and affiliates		0
Securities Lending Collateral Liability		0
TOTAL LIABILITIES		$ 45,108,495
Capital Stock, Paid Up	$ 5,000,000	
Surplus	198,335,572	
Surplus as regards Policyholders		203,335,572
TOTAL		$ 248,444,067

Securities carried at $78,636,217 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2024 would be $236,552,538 and surplus as regards policyholders $191,444,043.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2024.

Signed by:
Laura J. Lazarczyk
47DF5DB47137460...

Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 25th day of February, 2025.

Notary Public

Official Seal
KATHERINE R SCHULTZ
Notary Public, State of Illinois
Commission No. 686903
My Commission Expires December 7, 2027

CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

NO TEXT ON THIS PAGE

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Fidelity and Deposit Company of Maryland
of Schaumburg, Illinois

a corporation organized under the laws of Illinois and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $220,634,640. (Capital $5,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 10th day of May 2024.

Adrienne A. Harris
Superintendent

By

Rawle Lewis
Special Deputy Superintendent

PROPOSAL
To the County of Nassau

TRAFFIC SIGNAL EXPANSION PHASE 10
P.I.N. 0761.25

NASSAU COUNTY, NEW YORK

Contract No. T62462-01G

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the plans and specifications for the amount named in the proposal hereinafter described.

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: Hinck Electrical Contractor Inc.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 75 Orville Drive, Suite 1 Bohemia, NY 11716

Telephone: 631-277-7700 Date: 8/25/2025

FAX Tele: 631-277-7833

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of:

Name of President: John G. Buck

President's Domicile: [redacted]

Name of Vice Pres: Paul Stram

Vice Pres's Domicile: [redacted]

Corporate Officer: John G. Buck Title: Treasurer

Corporate Officer's Domicile [redacted]

Corporate Officer: Paul Stram Title: Secretary

Corporate Officer's Domicile [redacted]

NO TEXT ON THIS PAGE

The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.

3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on Unit Price Contracts, in the opinion of the Commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	TOTAL AMOUNT DOLLARS	TOTAL AMOUNT CENTS
203.02	10 CY	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR: One Hundred Thirty Four and zero Dollars Cents	$ 134	00	$ 1,340	00
203.06	20 CY	SELECT FILL FOR: One Hundred Sixty One and zero Dollars Cents	$ 161	00	$ 3,220	00
206.03010010	14,455 LF	CONDUIT EXCAVATION AND BACKFILL - (RESTORING TOP SURFACES NOT INCLUDED) FOR: Eleven and zero Dollars Cents	$ 11.	00	$ 159,005	00
206.03100010	550 LF	TRAFFIC SIGNAL CONDUIT EXCAVATION AND BACKFILL FOR: Two Hundred Fourteen and zero Dollars Cents	$ 214.	00	$ 117,700	00
206.05	16 EACH	TEST PIT EXCAVATION FOR: One thousand Fifty and zero Dollars Cents	$ 1,050.	00	$ 16,800	00
404.0981	705 TON	9.5 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION FOR: Three Hundred Forty Eight and zero Dollars Cents	$ 348.	00	$ 245,340	00
404.2589	4,396 TON	25 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION FOR: Four Hundred one and zero Dollars Cents	$ 401.	00	$ 1,762,996	00
407.0102	3,453 GAL	DILUTED TACK COAT FOR: Five and Thirty Five Cents Dollars Cents	$ 5.	35	$ 18,473	55

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
418.7603	16,161 LF	ASPHALT PAVEMENT JOINT ADHESIVE FOR: Three and Twenty Five Dollars Cents	$ 3	25	$ 52,523	25
520.09000010	15,000 LF	SAW CUTTING ASPHALT CONCRETE FOR: Five and Thirty Five Dollars Cents	$ 5	35	$ 80,250	00
560.70000008	15 SF	BRICK FACING FOR: One Hundred Seven and zero Dollars Cents	$107	00	1,605	00
608.0101	5 CY	CONCRETE SIDEWALKS AND DRIVEWAYS FOR: One Thousand Two Hundred Eighty Five and Dollars Cents zero	$1,285	00	$6,425	00
608.01050010	278 CY	CONCRETE SIDEWALKS - UNREINFORCED (GRADING INCLUDED) FOR: One Thousand one Hundred Seventy two Dollars and zero Cents	$ 1,172	00	$ 325,816	00
608.01050109	12 EACH	CURB RAMP CONFIGURATION TYPE 1 FOR: Six Thousand Six Hundred Eighty Eight and Dollars zero Cents	$ 6,688.	00	$ 80,256	00
608.01050209	15 EACH	CURB RAMP CONFIGURATION TYPE 2 FOR: Six Thousand Six Hundred Eighty Eight and Dollars zero Cents	$6,688	00	$ 100,320	00
608.01050309	11 EACH	CURB RAMP CONFIGURATION TYPE 3 FOR: Nine Thousand one Hundred and zero Dollars Cents	$9.100	00	$ 100,100	00

Revised By: Paul St

Date: 6/30/2026

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
418.7603	16,161 LF	ASPHALT PAVEMENT JOINT ADHESIVE FOR: Three and Twenty Five Dollars Cents	$ 3.	25	$ 52,523	25
520.09000010	15,000 LF	SAW CUTTING ASPHALT CONCRETE FOR: Five and Thirty Five Dollars Cents	$ 5.	35	$ 80,250	00
560.70000008	15 SF	BRICK FACING FOR: One Hundred Seven and zero Dollars Cents	$107.	00	~~$1,605~~ 1605.	~~00~~ 00
608.0101	5 CY	CONCRETE SIDEWALKS AND DRIVEWAYS FOR: One Thousand Two Hundred Eighty Five and Dollars Cents zero	$1,285	00	$6,425	00
608.01050010	278 CY	CONCRETE SIDEWALKS - UNREINFORCED (GRADING INCLUDED) FOR: One Thousand one Hundred Seventy two Dollars and zero Cents	$ 1,172	00	$ 325,816	00
608.01050109	12 EACH	CURB RAMP CONFIGURATION TYPE 1 FOR: Six Thousand Six Hundred Eighty Eight and Dollars zero Cents	$ 6,688.	00	$ 80,256	00
608.01050209	15 EACH	CURB RAMP CONFIGURATION TYPE 2 FOR: Six Thousand Six Hundred Eighty Eight and Dollars zero Cents	$6,688	00	$ 100,320	00
608.01050309	11 EACH	CURB RAMP CONFIGURATION TYPE 3 FOR: Nine Thousand one Hundred and zero Dollars Cents	$9,100	00	$ 100,100	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
608.01050409	26 EACH	CURB RAMP CONFIGURATION TYPE 4 FOR: Nine Thousand One Hundred Dollars and zero Cents	$ 9,100	00	$ 236,600	00
608.01050509	15 EACH	CURB RAMP CONFIGURATION TYPE 5 FOR: Nine Thousand Four Hundred Sixteen Dollars and zero Cents	$ 9,416	00	$ 141,240	00
608.01050609	1 EACH	CURB RAMP CONFIGURATION TYPE 6 FOR: Eleven Thousand, Two Hundred Thirty Five Dollars and zero Cents	$ 11,235	00	$ 11,235	00
608.01050709	6 EACH	CURB RAMP CONFIGURATION TYPE 7 FOR: Nine Thousand Four Hundred Sixteen Dollars and zero Cents	$ 9,416	00	$ 56,496	00
608.01050809	29 EACH	CURB RAMP CONFIGURATION TYPE 8 FOR: Six Thousand Six Hundred Eighty Eight Dollars and zero Cents	$ 6,688	00	$ 193,952	00
608.01050909	24 EACH	CURB RAMP CONFIGURATION TYPE 9 FOR: Six Thousand Six Hundred Eighty Eight Dollars and zero Cents	$ 6,688	00	$ 160,512	00
608.01051009	2 EACH	CURB RAMP CONFIGURATION TYPE 10 FOR: Eight Thousand Twenty Five Dollars and zero Cents	$ 8,025	00	$ 16,050	00
608.01051109	10 EACH	CURB RAMP CONFIGURATION TYPE 11 FOR: Six Thousand Four Hundred Twenty Five Dollars and zero Cents	$ 6,425	00	$ 64,250	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
608.01051409	2 EACH	CURB RAMP CONFIGURATION TYPE 14 FOR: Eight Thousand Twenty Five and zero Dollars Cents	$8,025	00	$ 16,050	00
608.02010015	1,080 CY	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR SIDEWALKS, CURB RAMPS AND CURBS FOR: Fifty Three and Fifty Dollars Cents	$53.	50	$ 57,780	00
608.02020015	786 CY	OPTIONAL TYPE SUBBASE COURSE FOR SIDEWALKS, CURB RAMPS AND CURBS FOR: Twenty Six and eighty Dollars Cents	$ 26,	80	$ 21,064	80
609.04010510	133 LF	CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE VF6 FOR: Sixty Nine and Eighty Dollars Cents	$ 69.	80	$ 9,283	40
610.1403	137 CY	TOPSOIL - LAWNS FOR: One Hundred Seven and zero Dollars Cents	$ 107.	00	$ 14,659	00
610.1602	557 SY	TURF ESTABLISHMENT - LAWNS FOR: Thirty Seven and Fifty Dollars Cents	$ 37.	50	$ 20,887	50
610.19	20 MGAL	WATERING VEGETATION FOR: Sixty and zero Dollars Cents	$ 60.	00	$ 1,200	00
618.7810012	35 EACH	SECURITY BOLLARD FIXED, CAST IN PLACE, SHALLOW FOR: Three Thousand Six Hundred Three and Dollars zero Cents	$ 3,603	00	$ 126,105	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
619.01	1 LS	BASIC WORK ZONE TRAFFIC CONTROL FOR: Four hundred Eighteen Thousand Five hundred Dollars Seventy Dollars Cents Zero cts	418,570.	00	418,570.	00
619.1611	936 INT/MO	MAINTAIN TRAFFIC SIGNAL EQUIPMENT, REQUIREMENT "A" FOR: Two hundred Seventy Four Dollars Dollars Zero Cents	274.	00	256,464.	00
625.01	1 LS	SURVEY OPERATIONS FOR: Twelve Thousand AND Zero Dollars Cents	12,000.	00	12,000.	00
635.0103	72,966 LF	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES FOR: Five Dollars AND Eighty Five Dollars Cents	5.	85	426,851.	10
635.0203	19 EACH	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LETTERS FOR: One hundred Sixty One Dollars Zero Cents	161.	00	3059.	00
635.0303	75 EACH	CLEANING AND PREPARATION OF PAVEMENT SURFACES - SYMBOLS FOR: One hundred Sixty One Dollars Zero Cents	161.	00	12,075	00
645.5101	139 SF	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS FOR: One hundred Eighty One Dollars Zero Cents	181.	00	25,159	00
645.81	62 EACH	TYPE A SIGN POSTS FOR: Three hundred Ninety Six Dollars Zero Cents	396.	00	24,552	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
645.85	7 EACH	POLE MOUNTED SIGN SUPPORT SYSTEM (BAND MOUNTED) FOR: one Thousand four Hundred Thirty seven Dollars and zero Cents	$ 1,437	00	$ 10,059	00
647.31	41 EACH	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) FOR: Two Thousand Five Hundred fifty one and Dollars zero Cents	$ 2,551	00	$ 104,591	00
647.51	15 EACH	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) FOR: Two Thousand Ninety Five and zero Dollars Cents	$ 2,095	00	$ 31,425	00
647.61	14 EACH	REMOVE & DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS & FOUNDATIONS (UNDER 30 SQ FT) FOR: Six Hundred Twelve and zero Dollars Cents	$ 612	00	$ 8,568	00
647.64	15 EACH	REMOVE AND DISPOSE HIGH CAPACITY TYPE A GROUND MOUNTED SIGN SUPPORT AND FOUNDATION FOR: Three thousand Two hundred forty Five Dollars and zero Cents	$ 3,245	00	$ 48,675	00
662.60030008	8 EACH	ALTERING ELEVATION OF GAS VALVE BOXES FOR: One Thousand Six Hundred Five and zero Dollars Cents	$ 1,605	00	$ 12,840	00
662.62000010	3 EACH	RESETTING CASTINGS ON EXISTING UTILITY MANHOLES FOR: one Thousand Six Hundred Five and zero Dollars Cents	$ 1,605	00	$ 4,815	00
663.33	6 EACH	ADJUST EXISTING VALVE BOX ELEVATION FOR: one Thousand Six Hundred Five and zero Dollars Cents	$ 1,605	00	$ 9,630	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
670.1206	5 EACH	6 FT ALUMINUM SINGLE MEMBER BRACKET ARM FOR: Nine Hundred Fifteen and zero Dollars Cents	$915	00	$ 4,575	00
670.1208	1 EACH	8 FT ALUMINUM SINGLE MEMBER BRACKET ARM FOR: Nine Hundred Thirty TWO and zero Dollars Cents	$932	00	$932	00
670.1210	2 EACH	10 FT ALUMINUM SINGLE MEMBER BRACKET ARM FOR: One Thousand Four Hundred Fifteen and Dollars zero Cents	$1,415	00	$2,830	00
680.050200NA	5 EACH	FURNISH AND INSTALL VIDEO VEHICLE DETECTION EQUIPMENT FOR: Twelve Thousand Six Hundred Forty Three Dollars and zero Cents	$ 12,643	00	$ 63,215	00
680.110008NA	72 EACH	FURNISH AND INSTALL 8 FOOT SIGNAL POST FOR: TWO Thousand Four Hundred Forty Four Dollars and zero Cents	$ 2,444	00	$ 175,968	00
680.110010NA	27 EACH	FURNISH AND INSTALL 10 FOOT SIGNAL POST FOR: TWO Thousand Five Hundred Fifty Three Dollars and zero Cents	$ 2,553	00	$ 68,931	00
680.130001NA	6 EACH	FURNISH AND INSTALL ELECTRICAL DISCONNECT / GENERATOR TRANSFER SWITCH FOR: TWO Thousand One Hundred ten and Dollars zero Cents	$2,110	00	$ 12,660	00
680.321001NA	32 EACH	FURNISH & INSTALL MODEL 2070 LX LITE CONTROLLER UNIT FOR: Five Thousand Six Hundred ten and Dollars zero Cents	$ 5,610	00	$ 179,520	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.332002NA	5 EACH	FURNISH & INSTALL MODEL 332 CABINET WITH AUXILIARY OUTPUT FILE AND EQUIPMENT FOR: Twenty Thousand Eight Hundred Sixty Four Dollars and zero Cents	$ 20,864	00	$ 104,320	00
680.336002NA	27 EACH	FURNISH & INSTALL MODEL 336SX CABINET AND AUXILIARY EQUIPMENT FOR: Nineteen Thousand One Hundred Eleven Dollars and zero Cents	$ 19,111	00	$ 515,997	00
680.5001	305 CY	POLE EXCAVATION AND CONCRETE FOUNDATION FOR: Two Thousand Two Hundred Twelve Dollars and zero Cents	$ 2,212	00	$ 674,660	00
680.5002	7 EACH	CONCRETE BASE FOR CONTROLLER CABINET FOR: Five Thousand One Hundred Sixty Eight Dollars and zero Cents	$ 5,168	00	$ 36,176	00
680.51000010	32 EACH	ALTER ELEVATION OF PULLBOXES FOR: Five Hundred Eighty Nine and zero Dollars Cents	$ 589	00	$ 18,848	00
680.51050010	126 EACH	PULLBOX, RECTANGULAR REINFORCED CONCRETE (26" X 18") FOR: Two Thousand Six Hundred Dollars Dollars Zero Cents	$ 2,610	00	$ 328,860	00
680.51100010	62 EACH	CLEAN EXISTING PULLBOX FOR: Four Hundred Twenty Three and zero Dollars Cents	$423	00	$ 26,226	00
680.51400010	9 EACH	CONCRETE FIBER OPTIC PULLBOX FOR: Six Thousand Forty Three and zero Dollars Cents	$ 6,043	00	$ 54,387	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.520102	369 LF	CONDUIT, METAL STEEL, ZINC COATED, 3/4" FOR: Twenty Dollars zero cents Dollars Cents	20.	00	7,380.	00
680.520104	1,827 LF	CONDUIT, METAL STEEL, ZINC COATED, 1 1/4" FOR: Twenty Seven Dollars Ten Dollars Cents	27.	10	49,511.	70
680.520106	904 LF	CONDUIT, METAL STEEL, ZINC COATED, 2" FOR: Thirty Two Dollars AND Forty Dollars Cents	32.	40	29,289.	60
680.520108	11,432 LF	CONDUIT, METAL STEEL, ZINC COATED, 3" FOR: Forty Nine Dollars AND Forty Dollars Cents	49.	40	564,740.	80
680.53010010	350 LF	CLEAN EXISTING CONDUIT FOR: Three Dollars AND Eighty Dollars Cents	3.	80	1330.	00
680.54	8,655 LF	INDUCTANCE LOOP INSTALLATION FOR: Twenty Nine Dollars Dollars Zero Cents	29.	00	250,995	00
680.7001	1 EACH	SINGLE SPAN WIRE ASSEMBLY FOR: Three thousand One hundred Seventy two Dollars Zero Cents	3,172.	00	3,172.	00
680.7004	55,229 LF	MESSENGER ASSEMBLY FOR: Five Dollars AND Forty Dollars Cents	5.	40	298,236.	60

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.700606	66 EACH	RISER ASSEMBLY, 2" DIAMETER FOR: One thousand Four hundred Fifty Eight Dollars Zero Cents	1,458.	00	96,228	00
680.72	23,642 LF	INDUCTANCE LOOP WIRE FOR: One Dollar Dollars thirty Five cents Cents	1.	35	31,916	70
680.730214	44,279 LF	SIGNAL CABLE 2 CONDUCTORS, 14 AWG FOR: Two Dollars Dollars Eighty Seven Cents Cents	2.	87	127,080.	73
680.730314	32,291 LF	SIGNAL CABLE 3 CONDUCTORS, 14 AWG FOR: three Dollars Dollars nine Cents Cents	3.	09	99,779	19
680.730514	1,067 LF	SIGNAL CABLE 5 CONDUCTORS, 14 AWG FOR: Three Dollars Dollars Seventy Four Cents	3.	74	3990.	58
680.730714	15,510 LF	SIGNAL CABLE 7 CONDUCTORS, 14 AWG FOR: Four Dollars Dollars And two cents Cents	4.	02	62350	20
680.731014	8,336 LF	SIGNAL CABLE 10 CONDUCTORS, 14 AWG FOR: Four Dollars And Dollars Seventy two Cents	4.	72	39,345	92
680.731514	9,426 LF	SIGNAL CABLE 15 CONDUCTORS, 14 AWG FOR: Five Dollars Dollars AND Seventy Three Cents	5.	73	54,010	98

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.732014	426 LF	SIGNAL CABLE 20 CONDUCTORS, 14 AWG FOR: Six Dollars Twenty Cents Dollars Cents	6 .	20	2641 .	20
680.76610010	31 EACH	POWER SERVICE CONNECTION (NASSAU COUNTY) FOR: Seven Hundred Fifty Dollars Zero Cents Dollars Cents	750 .	00	23,250	.00
680.77000010	1 LS	MODIFY TRAFFIC SIGNAL EQUIPMENT FOR: Two Hundred Eighty Three thousand Thirty Three Dollars Dollars Cents Zero Cents	283,033	.00	283,033	.00
680.79000010	1 LS	REMOVE TRAFFIC SIGNAL EQUIPMENT FOR: Six Hundred Sixty Five thousand Nine Hundred Seventy Dollars Dollars Cents Zero Cents	665,970	.00	665,970	.00
680.810101	323 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, RED BALL, LED FOR: Ninety Four Dollars Zero Cents Dollars Cents	94	.00	30,362	.00
680.810102	11 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, RED ARROW, LED FOR: Ninety Three Dollars Zero Cents Dollars Cents	93	.00	1,023	00
680.810103	326 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW BALL, LED FOR: Ninety Four Dollars Zero Cents Dollars Cents	94	.00	30,644	.00
680.810104	35 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW ARROW, LED FOR: Ninety Seven Dollars Zero Cents Dollars Cents	97	.00	3,395	.00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
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SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.810105	321 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN BALL, LED FOR: Ninety Four Dollars Zero Cents Dollars Cents	94.	.00	30,174	.00
680.810106	40 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN ARROW, LED FOR: Ninety Seven Dollars Zero Cents Dollars Cents	97	.00	3,880	.00
680.810107	1,061 EACH	TRAFFIC SIGNAL SECTION - TYPE I, 12 INCH FOR: Four Hundred Twenty Five Dollars Zero Cents Dollars Cents	425.	.00	450,925	.00
680.8111	132 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 1 WAY FOR: Five Hundred Sixteen Dollars Zero Cents Dollars Cents	516	.00	68,112	.00
680.8112	46 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 2 WAY FOR: Eight Hundred Thirty Three Dollars Zero Cents Dollars Cents	833	.00	38,318	.00
680.8113	27 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 3 WAY FOR: One Thousand Nineteen Dollars Zero Cents Dollars Cents	1,019	.00	27,513	.00
680.8114	11 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 4 WAY FOR: One Thousand Two Hundred Twenty Dollars Zero Cents Dollars Cents	1,220	.00	13,420	.00
680.813108NA	192 EACH	LED PEDESTRIAN SIGNAL WITH COUNTDOWN TIMER ASSEMBLY 16" X 18" FOR: One Thousand One Hundred Forty Two Dollars Zero Cents Dollars Cents	1,142	.00	219,264	.00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
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CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.81422010	11 EACH	AUXILIARY POLE AND FOUNDATION FOR: Seven Thousand Seven Hundred Sixty One Dollars Zero Cents Dollars Cents	7,761.	.00	85,371	.00
680.8151	106 EACH	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POST FOR: Nine Hundred Seventy One Dollars Zero Cents Dollars Cents	971.	.00	102,926	.00
680.8152	43 EACH	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITH POST FOR: Two Thousand Eight Hundred Fifty Six Dollars Zero Cents Dollars Cents	2,856	.00	122,808	.00
680.8199	4 EACH	BACKPLATES FOR TRAFFIC SIGNAL HEADS FOR: Four Hundred Fourty Five Dollars Zero Cents Dollars Cents	445	.00	1,780	.00
680.8204	40 EACH	OVERHEAD SIGN ASSEMBLY, TYPE D FOR: One Thousand Ninety Eight Dollars Zero Cents Dollars Cents	1,098	.00	43,920	.00
680.82162510	6 EACH	16 FT MAST ARM POLE WITH A 25 FT MAST ARM (NASSAU COUNTY) FOR: Nineteen Thousand Three Hundred Thirty Seven Dollars Zero Cents Dollars Cents	19,337	.00	116,022	.00
680.82163010	17 EACH	16 FT MAST ARM POLE WITH A 30 FT MAST ARM (NASSAU COUNTY) FOR: Nineteen Thousand Four Hundred Thirty Six Dollars Zero Cents Dollars Cents	19,436	.00	330,412	.00
680.82163510	13 EACH	16 FT MAST ARM POLE WITH A 35 FT MAST ARM (NASSAU COUNTY) FOR: Nineteen Thousand Six Hundred Ninety Dollars Zero Cents Dollars Cents	19,690	.00	255,970	.00

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CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.82164010	22 EACH	16 FT MAST ARM POLE WITH A 40 FT MAST ARM (NASSAU COUNTY) FOR: Twenty Four Thoussnd Three hundred twenty three Dollars Zero Cents	24,323	00	535,106	00
680.82164510	9 EACH	16 FT MAST ARM POLE WITH A 45 FT MAST ARM (NASSAU COUNTY) FOR: Twenty Five thousand Seven Dollars Dollars Zero Cents	25,007	00	225,063	00
680.82165010	8 EACH	16 FT MAST ARM POLE WITH A 50 FT MAST ARM (NASSAU COUNTY) FOR: Twenty Six thousand Five hundred ninety Four Dollars Zero Cents	26594	00	212,752	00
680.8225	30 EACH	PEDESTRIAN PUSHBUTTON AND SIGN - WITHOUT POST FOR: Four hundred Eighty Two Dollars Zero Cents	482	00	14,460	00
680.8226	13 EACH	PEDESTRIAN PUSHBUTTON AND SIGN - WITH POST FOR: Two Thousand one hundred Thirty Three Dollars Zero Cents	2,133	00	27,729	00
680.84100210	1 EACH	NO TURN ON RED (NTOR) LED OVERHEAD SIGN 24" W x 30" H FOR: Four Thousand Eight hundred thirty Three Dollars Zero Cents	4,833	00	4833	00
680.950208	4,175 LF	ELECTRIC SERVICE CABLE FOR: Six Dollars zero Cents Dollars Cents	6.	00	25,050	00
683.030300NA	13 EACH	HD CCTV TOP MOUNT IP CAMERA ASSEMBLY FOR: Eight Thousand Six hundred Fifty Dollars Zero Cents	8650	00	112,450	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
683.030600NA	7 EACH	HD CCTV DOME IP CAMERA ASSEMBLY FOR: Seven Thousand Eighteen Dollars Dollars Zero Cents	7018	00	49126	00
683.060100NA	1 EACH	CCTV CAMERA CONTROL CABINET FOR: Six thousand two hundred ninety two Dollars Zero Cents	6292	00	6292	00
683.072012NA	9 EACH	FURNISH AND INSTALL 12 PORT RACK MOUNT FIBER PATCH PANEL FOR: Eight hundred twenty Five Dollars Zero Cents	825	00	7425	00
683.072048NA	7 EACH	FURNISH AND INSTALL 48 PORT RACK MOUNT FIBER PATCH PANEL FOR: One thousand Six hundred Forty Nine Dollars Zero Cents	1649	00	11543	00
683.090100NA	39 EACH	8 PORT HARDENED 10/100 ETHERNET SWITCH WITH ON DUAL PURPOSE 10/100/1000 OR SFP PORT FOR: Two thousand Eight hundred ninety two Dollars Zero Cents	2892	00	112788	00
683.090600NA	40 EACH	10/100 MBPS OPTICAL ETHERNET CONVERTER, SHELF MOUNT FOR: One thousand Six hundred ninety one Dollars Zero Cents	1691	00	67640	00
683.091000NA	6 EACH	24 PORT HARDENED ETHERNET SFP SWITCH FOR: Thirty Two thousand Eighty Five Dollars Zero Cents	32,085	00	192510	00
683.100100NA	4 EACH	COMMUNICATIONS HUB CABINET AND AUXILIARY EQUIPMENT FOR: Seventeen thousand nine hundred Eighty nine Dollars Zero Cents	17,989	00	71,956	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
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SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
683.115100NA	13 EACH	WI-FI TRAVEL TIME READER FOR: Seven Thousand Five hundred twelve Dollars Zero Cents	7512.	00	97,656	00
683.200100NA	1 LS	ITS SUBSYSTEM INTEGRATION FOR: Forty thousand Six hundred ten Dollars Zero Cents	40610	00	40610	00
683.921024NA	48,136 LF	SINGLE MODE FIBER OPTIC TRUNK CABLE, 24 FIBERS FOR: Three Dollars and Seventy Three Dollars Cents	3.	73	179,547	28
683.921048NA	55,669 LF	SINGLE MODE FIBER OPTIC TRUNK CABLE, 48 FIBERS FOR: Four Dollars twenty Seven cents Dollars Cents	4.	27	237,706	63
683.921072NA	13,123 LF	SINGLE MODE FIBER OPTIC TRUNK CABLE, 72 FIBERS FOR: Four Dollars AND Forty Four cents Dollars Cents	4.	44	58,266.	12
683.921500NA	6,968 LF	FIBER OPTIC DROP CABLE FOR: Eight Dollars Fifty nine Dollars Cents	8.	59	59855	12
685.072001NA	25,130 LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES – 20 MILS (TRIPLE DROP) FOR: One Dollar AND thirty cents Dollars Cents	1.	30	32669	00
685.072002NA	25 EACH	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT LETTERS – 20 MILS (TRIPLE DROP) FOR: Two hundred twenty Five Dollars Zero Cents	225.	00	5625.	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
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CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
685.072003NA	68 EACH	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT SYMBOLS – 20 MILS (TRIPLE DROP) FOR: Two Hundred Eighty Five Dollars Zero Cents Dollars Cents	285	.00	19,380	.00
685.072005NA	46,835 LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES (SPECIAL MARKINGS) – 20 MILS (TRIPLE DROP) FOR: Three Dollars Eighty Cents Dollars Cents	3	.80	177,973	.00
685.072006NA	17,187 LF	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES – 20 MILS (TRIPLE DROP) FOR: One Dollar Twenty Cents Dollars Cents	1	.20	20,624	.40
685.072007NA	330 EACH	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES (CROSS HATCHING) – 20 MILS (TRIPLE DROP) FOR: Three Dollars Eighty Cents Dollars Cents	3	.80	1,254	.00
685.072008NA	5 EACH	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT YIELD LINE SYMBOLS – SMALL – 20 MILS (TRIPLE DROP) FOR: Eighty Three Dollars Zero Cents Dollars Cents	83	.00	415	.00
691.04000020	252,000 DC	TRAINING REQUIREMENTS FOR: One Dollar Zero Cents Dollars Cents	1	00	252,000	.00
697.03	935,000 DC	FIELD CHANGE PAYMENT FOR: One Dollar Zero Cents Dollars Cents	1	00	935,000	.00
698.04	100 DC	ASPHALT PRICE ADJUSTMENT FOR: One Dollar Zero Cents Dollars Cents	1	00	100	.00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
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CONTRACT: T62462-01G

		SCHEDULE OF PRICES				
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
698.05	100 DC	FUEL PRICE ADJUSTMENT FOR: One Dollar Dollars Zero Cents Cents	1	00	100.	00 ✓
698.06	100 DC	STEEL/IRON PRICE ADJUSTMENT FOR: One Dollar Dollars Cents	1	00	100	00 ✓
699.040001	1 LS	MOBILIZATION FOR: Six hundred Fifty thousand Dollars Zero Cents	650,000	00	650,000	00 ✓
-	1 LS	Time and Material FOR: One hundred thousand Dollars Zero Cents	100,000	00	100,000	00 ✓

Total Bid in Numbers $ ~~17,112,083.11~~ 17,112,868.35

Total Amount in Words ~~Seventeen Million One hundred Twelve thousand Eighty three Dollars AND Eleven Cents~~

Seventeen Million One Hundred Twelve Thousand Eight Hundred Sixty-Eight Dollars and Thirty-Five Cents

Revised By:
Date: 7/10/2026

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
698.05	100 DC	FUEL PRICE ADJUSTMENT FOR: One Dollar Zero Cents Dollars Cents	1	00	100.	00
698.06	100 DC	STEEL/IRON PRICE ADJUSTMENT FOR: One Dollar Dollars Cents	1	00	100	00
699.040001	1 LS	MOBILIZATION FOR: Six hundred Fifty thousand Dollars Zero Cents	650,000	00	650,000	00
-	1 LS	Time and Material FOR: One hundred thousand Dollars Zero Cents	100,000	00	100,000	00

Total Bid in Numbers $ 17,112,083.11

Total Amount in Words Seventeen Million One hundred Twelve thousand Eighty three Dollars AND Eleven Cents

PROPOSAL

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, plus the Add Alternate(s), minus the Deduct Alternate(s) where applicable, taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

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PROPOSAL

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier
680.050200NA	Vid cameras	Iteris
680.321001NA	Traffic Controllers	Siemens
		Marbelite
All Strain	Steel Poles, Mast	+Stonybrook
Poles + Mast	+ Strain	Manufacturer
arm items		
		DBE
		Electric
All Signal	various quage	falcon wire
Cable items	Traffic Signal Cable	TW Cable
All fiber	various fiber	OFS
opti cable	optic cables	TW cable
items		

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PROPOSAL: For all work in accordance with the drawings and specifications:

Hinck Electrical Contractor Inc.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number [redacted]

Firm or Corporation's Federal ID Number

Firm or Corporation's Municipal License ID Number ____________

Municipal Licensing Agency ____________

By: ____________ Date: 9/11/2025

(Print) John G. Buck Title: President

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: Paul St____________
Secretary
Paul Stram

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 55 years

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 55 years

   b. as a Subcontractor 55 years

3. List below the construction projects your firm has under way as of this date:

Contract	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	ITS	24%	NYSDOT -
[redacted]	Taxiway	10%	MacArthur Airport -Andrea Luft

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	New camera a time to distance Sign.	100%	Nassau County DPW -Jeff -Mike Kurpizc

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

10. In what other lines of business are you financially interested?

None

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Paul Stram	Vice President	48 years	iD	Estimating hands on Electrical work.

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location

- Please see attached Truck List -

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

Not Applicable

(use additional blank sheets if additional space is necessary)

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Veh. #	Vehicle Description	Plate #	Weight	Diesel/Gas
1	1998 ISUZU Rack Truck	[redacted]	**14,200**	Diesel
2	2014 FORD E350	[redacted]	**12000**	GAS
3	2010 Ford f450	[redacted]	**13991**	Diesel
4	2015 Ford F450 (Rack Truck)	[redacted]	**10,800**	
5	2011 International	[redacted]	33,000	Diesel
6	1994 International Flatbed	[redacted]	**25990**	Diesel
7	1991 GMC Utility	[redacted]	**24,468**	Diesel
8	2015 International Bucket Truck	[redacted]		Diesel
9	2001 Ford E-450 Cutaway	[redacted]		Diesel
10	2004 Freightliner	[redacted]		Diesel
		[redacted]		
12	2013 Ford E350	[redacted]		
13	2013 Ford E350	[redacted]		
14	2014 Ford E350	[redacted]		
		[redacted]		
16	2005 GMC 8500 Digger Derrick	[redacted]		**Big Ron**
17	2013 International Box Truck	[redacted]		
18		[redacted]		
19	1998 International Truck	[redacted]	**18,500**	**Diesel**
20	2006 International 4000	[redacted]		**Diesel**
21	2004 Freightliner M2	[redacted]	**13,386**	**Diesel**
22	1998 Chevy C7H042	[redacted]	**13,067**	**Diesel**
23	2007 International 4300	[redacted]	**33,000**	**Diesel**
24	2019 Chevy 2500 HD Pick Up	[redacted]	**9,500**	**Gas**
25	2013 Ford Van	[redacted]		
26	2013 Ford Van	[redacted]		

27	2020 Ford Transit	[redacted]	**9,500**	**GAS**
28	2007 International	[redacted]		**Diesel**
29	2007 FORD F-550 - Box Truck -	[redacted]		
30	2018 Ford Transit Chris Grant	[redacted]		**gAS**
CT-30	2002 International Attenuator	[redacted]	**15,280**	**Diesel**
31	2017 Ford F250 SRW-Werner	[redacted]		
32	2002 Ford F550	[redacted]	**10,854**	**Diesel**
33	2002 Freightliner Utility-Box Loop	[redacted]	**13,836**	**Diesel**
34	2007 GMC Van Fiber Splicer	[redacted]		**gaS**
35	2006 Chevrolet C4500	[redacted]	**17,500**	**GAS**
36	2000 Ford F450	[redacted]	**10,740**	**Diesel**
37	2001 Isuzu NPR	[redacted]	**8,620**	**Diesel**
CT-37	2003 International Attenuator Truck	[redacted]	**14,200**	**Diesel**
38	2006 Ford E-550	[redacted]	**7,071**	**Diesel**
39	2011 Ford F550	[redacted]		**GAS**
CT-40	2007 International 4300	[redacted]	**10,000**	**Diesel**
40	2009 Ford Van Bucket	[redacted]		
41	2009 Ford Econoline	[redacted]		
42	2009 Ford E350	[redacted]		
43	2007 Isuzu	[redacted]		
44	2005 FORD PICK UP	[redacted]		
45	2004 Ford E450	[redacted]	**5,896**	**Diesel**
46	2004 Ford E450-BOX	[redacted]	**5,507**	**Diesel**
		[redacted]		
48	2019 Ford T350	[redacted]	**10,000**	**GAS**
49	2004 Freightliner FL70-Box Loop	[redacted]	**10,283**	**Diesel**
50	2004 Chevy Pickup	[redacted]		
CT-50	2205 International	[redacted]		DIESEL

51	2019 Ford Transit (GN)	[redacted]		
52	2012 International Frieght	[redacted]		DIESEL
53	2012 International Frieght	[redacted]		DIESEL
54	2021 Chevy Silverado Ronnie New Truck	[redacted]		
55	2016 Chevy 1500 SEAN GARFIN	[redacted]		
56	2013 F150 - Joe Flannagan	[redacted]		
57	2014 Ford F150 XL GORDON	[redacted]		
58	2013 F-150 - Carmen	[redacted]		
		[redacted]		
61		[redacted]		
62		[redacted]		
63		[redacted]		
64	2013 Ford E350	[redacted]		
65	2013 Ford E350	[redacted]		
66	2013 Ford E350	[redacted]		
67	2014 Chevrolet Silverado 2500-Pick up Brian G	[redacted]		
68	2013 Ford E350	[redacted]		
69	2013 Ford E350	[redacted]		
70	2013 Ford E350 Richard Townsend	[redacted]		
71	2013 Ford E350	[redacted]		
72	2013 Ford E350	[redacted]		
73	2013 Ford E350	[redacted]		
74	2006 Chevrolet Bucket Truck	[redacted]	**8,956**	**Diesel**
74	2016 Chevrolet Silverado	[redacted]		
75	1999 International Utility	[redacted]	**14,647**	**Diesel**
76	2007 INTER UTILITY	[redacted]	**14,300**	**Diesel**
77	1998 Freightliner FL-80 Bucket Truck -85 Footer	[redacted]	**24,775**	**Diesel**
78	2009 Ford Utility - F550 Bucket	[redacted]		

		[redacted]		
26FT	2002 Freightliner MT-4500	[redacted]	**7,705**	**Diesel**
FRED	2021 Land Rover	[redacted]		
Denise	2017 Cadillalc Esc	[redacted]		
JOHN G	2023 F150	[redacted]		Gas
John G	2019 Jeep	[redacted]		
PAM	2021 Porsche Cayenne	[redacted]		
JOHN G	2021 Dodge Challenger	[redacted]		
PAUL		[redacted]		
Chuck	2011 Dodge Ram	[redacted]		
Timmy	2019 Ford F150	[redacted]		
TRL	1972 HoggDavis Hydra 985	[redacted]		
TRL	1982 Homem Utility	[redacted]		
TRL	1993 Utility Trailer	[redacted]		
TRL	2000 Kiefe Trailer	[redacted]		
TRL	2000 Kiefe Trailer	[redacted]		
TRL	2002 Carmal LTRL	[redacted]		
TRL	2015 inTech Trailer	[redacted]		
TRL	2023 Felling Trailer	[redacted]		

14. In what manner have you inspected this proposed work? Explain in detail.

Looked at Existing Intersections

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

- -Take over existing intersection maintenance
- -Layout new equipment
- -Perform all underground work
- -Install all poles. cable, signals, controller cab.
- -Turn on new signal
- -Remove & return all old to NCDPW

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Paul Stram | Tim Forster

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

-Please see attached
commercial | General
Liability certificate.

NO TEXT ON THIS PAGE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/19/2025

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
City Underwriting Agency Inc.
2001 Marcus Avenue
Suite W180
Lake Success NY 11042

CONTACT NAME: Kevin Tynan
PHONE (A/C, No, Ext): 516-358-3507
FAX (A/C, No):
E-MAIL ADDRESS: ktynan@cuagency.com

INSURED
Hinck Electrical Contractor, Inc.
75 Orville Drive, Suite 1
Bohemia NY 11716

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of America	25666
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : The Travelers Indemnity Company	25658
INSURER D : The Phoenix Insurance Company	25623
INSURER E : Navigators Insurance Company	42307
INSURER F : American Casualty Company of Reading,	20427

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	[redacted]	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ ☐	Y	Y	[redacted]	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION $	Y	Y	[redacted]	11/1/2024	11/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	[redacted]	11/1/2024	11/1/2025	☒ 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
E F	2nd Excess Builders Risk			[redacted]	11/1/2024 9/15/2024	11/1/2025 9/15/2025	Limit Limit	5,000,000 2,000,000

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

CERTIFICATE HOLDER

Evidence of Insurance

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
LB

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18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Suffolk)

John G. Buck Being duly sworn, deposes and says: That he resides at [redacted] ~~Street~~, in the City of [redacted] that he is the President of Hinck Electrical Contractor Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

Susan L. Ruch
Notary Public, State of New York
Reg. No. 01RU6146994
Qualified in Suffolk County
Commission Expires 05-30-2026

Susan L. Ruch
Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_______________ Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_______________ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

____
Notary

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. T62462-01G

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address Hinck Electrical Contractor Inc 75 Orville Dr, Ste 1 Bohemia, NY 11716 Federal ID No.: [redacted]	Project Description (Project Title, Facility Name and Address): NCDPW - Traffic Signal Expansion - Phase 10	Bid Date: 9/9/2025	Total Contract Amt: ~~$17,396,397.20~~ $17,112,868.35

Indicate ANY work to be **self-performed** by the contractor in the following categories (check all that apply):

All Traffic Signal installation

☐ Plumbing and Gas Fitting

☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus

☒ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box [ ] ,skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
GGG Construction 30 Midland Ave Hicksville, NY 11801 Federal ID No. [redacted]	☐	☐	☐	Concrete Work & General Excavation, Back Fill, Restoration	4,912,513.00
Safety Marking LLC 84 Sylvester Street Westbury, NY 11590 Federal ID No. [redacted]	☐	☐	☐	Pavement markings, removals + epoxy Striping	649,394.15
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety may result in a non responsive bid determination.

Company Authorized Signature: Title: Vice President Date: 9/15/2025

Revised By:

Date: 6/30/2026

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. T62462-01G

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address Hinck Electrical Contractor Inc. 75 Orville Dr, Ste 1 Bohemia, NY 11716 Federal ID No.: [redacted]	Project Description (Project Title, Facility Name and Address): NCDPW - Traffic Signal Expansion - Phase 10	Bid Date: 9/9/2025	Total Contract Amt: $17,396,397.20

Indicate ANY work to be **self-performed** by the contractor in the following categories (check all that apply):

All Traffic Signal Installation

☐ Plumbing and Gas Fitting
☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
☒ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box [ ] ,skip to bottom of form, and sign it as required.

	Check (✓) *only* one.				
Subcontractor's Name, Address and Federal ID No.	Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventiliating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
GGG Construction 30 Midland Ave Hicksville, NY 1180 [redacted] Federal ID No.	☐	☐	☐	Concrete work & General Excavation, Back Fill, Restoration	4,912,513.00
Safety Marking LLC 84 Sylvester Street Westbury, NY 1159 [redacted] Federal ID No.	☐	☐	☐	Pavement markings, removals + epoxy striping	649,394.15
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety may result in a non responsive bid determination.

Company Authorized Signature: ______ Title: Vice President Date: 9/15/2025

NO TEXT ON THIS PAGE

CONTRACTOR CERTIFICATION STATEMENT REGARDING STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: Hinck Electrical Contractor Inc.

TELEPHONE NUMBER: 631-277-7700

WORK SITE OR FACILITY NAME: NCDPW Traffic Signal Expansion

WORK SITE OR FACILITY ADDRESS OR OTHER IDENTIFYING DESCRIPTION: Various Locations

John G. Buck
Signature

9/11/25
Date

John G. Buck, President
Print Name and Title of Signer

NO TEXT ON THIS PAGE

APPENDIX 2
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

APPENDIX 2-S
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

✓ **a.** **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

____ **b.** **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

9/11/25 John G. Buck, President

Signature/Date Print Name and Position

NO TEXT ON THIS PAGE

ATTACHMENT 9 - NEW YORK STATE NON-COLLUSIVE BIDDING CERTIFICATE & NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
[MACBRIDE FAIR EMPLOYMENT PRINCIPLES]

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with New York State Finance Law, Section 165, the contractor certifies that it or any individual or legal entity in which the contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the contractor, either (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,
No ✓ Yes ______, and if yes:

(2) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.
No ✓ Yes ______

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with New York State Finance Law, Section 139-d, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

(A) The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
(B) 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
(C) 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.

BIDDER JOINT BIDDER

N/A

By: ______________________
Name: ______________________
Title: ______________________
Company: ______________________
Principal Place of Business:
____
Address:
____
____
Federal Tax Identification #:
____

DATE: ______________________

By: ______________________
Name: ______________________
Title: ______________________
Company: ______________________
Principal Place of Business:
____
Address:
____
____
Federal Tax Identification #:
____

DATE: ______________________

NO TEXT ON THIS PAGE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

John G. Buck, President 9/11/25
Name and Title of Authorized Representative m/d/yy

John G. Buck 9/11/25
Signature Date

Hinck Electrical Contractor Inc.
Name of Organization

75 Orville Drive, Suite 1 Bohemia, NY 11716
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

NO TEXT ON THIS PAGE

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Appendix C:

Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b)

Offerer Certification:

Offerer affirms that it understands and agrees to comply with the procedures of the Government
Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 9/11/25

Signature: John G. Buck

Name: John G. Buck

Title: President

Contractor Name: Hinck Electrical Contractor Inc

Contractor Address:
75 Orville Drive, Suite 1
Bohemia, NY 11714

NO TEXT ON THIS PAGE

APPENDIX U

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Hinck Electrical Contractor Inc
Address (street/city/state/zip code):	75 Orville Drive, Suite 1 Bohemia. NY 11716
Authorized Representative (name/title):	Paul Stram - Vice President/ Secretary
Authorized Signature:	Paul St
Contract Number:	T62462-01G
Contract/Project Name:	Traffic Signal Expansion Phase 10
Contract/Project Description:	Brand new intersections on 4 Major Roadways in Nassau Complete including removals

Part 2- Projected MBE/WBE/SDVOB Contract Summary: $17,112,868.35

	Amount ($)	~~17,396,397.20~~	Percentage (%)
Total Dollar Value of the Prime Contract		DBE Contract Percentage	10%
Total MBE Dollar Amount		MBE Contract Percentage	
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

Revised By: Paul St
Date: 6/30/2026

APPENDIX U

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

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Part 1- General Information:

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Address (street/city/state/zip code): 75 Orville Drive, Suite 1 Bohemia. NY 11716
Authorized Representative (name/title): Paul Stram - Vice President/ Secretary
Authorized Signature: Paul
Contract Number: T62462 -01G
Contract/Project Name: Traffic Signal Expansion Phase 10
Contract/Project Description: Brand new intersections on 4 Major Roadways in Nassau Complete including removals

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount ($)	17,396,397.20	Percentage (%)
Total Dollar Value of the Prime Contract		DBE Contract Percentage	10%
Total MBE Dollar Amount		MBE Contract Percentage	
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

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Part 3- MBE Information (use additional blank sheets as necessary):

DBE ~~MBE~~ Firm	Description of Work (~~MBE~~) DBE	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: DBE Electric Corp. Address: 980 Little E Neck Rd City: West Babylon State/Zip Code: NY. 11704 Authorized Representative: Amish Patel [redacted] Telephone No. 516-825-9878	Furnish Traffic poles & Anchor bolts	Amount ($): 1,488,839.70 Award Date:	Start Date: Not Sure yet Completion Date:
Name: Marbelite Equipment Corp. Address: 1913 Atlantic Ave City: Manasquan, NJ State/Zip Code: NJ. 08736 Authorized Representative: Melissa Veroloni Telephone No. 732-292-2100 (x-2)	Assemble & provide all Traffic Signal Equipment	Amount ($): 1,568,973.00 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

APPENDIX V

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: Hinck Electrical Contractor Inc

Contract Title: Traffic Signal Expansion Phase 10

Contract Number: T62462-01G

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

John G. Buck
Signature

Date 9/11/25

John G. Buck
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

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APPENDIX X

BRUCE A. BLAKEMAN

NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

POLICY/PROCEDURE TITLE: Nassau County Vendor Code of Ethics	**DATE ISSUED:** June 5th, 2019
DEPARTMENT ISSUING: Executive – Compliance	**AUTHORIZED and SIGNED BY:** Deputy County Executive For Compliance County Executive

POLICY:	The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.
PURPOSE:	To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics and compliance with all applicable laws and regulations.
SCOPE:	All vendors doing business or seeking to do business with Nassau County as specified in the Code.

Vendor Code of Ethics

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Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance, services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or
(ii)30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

See attached →

Bid/Proposal No.: T62452-01G

Project Description: NCDPW-Traffic Signal Expansion Phase 10

The prospective lower tier participant GGG Construction (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to____________________[prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

* See → attached *

Executed this__________day of________________, 20____.

By ____________________________________Signature of Authorized Official

____________________________________ Name and Title of Authorized Official

NO TEXT ON THIS PAGE

Vendor Code of Ethics

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid Proposal No.: T62452-01G

Project Description: NCDPW - Traffic Signal Expansion Phase 10

The prospective lower tier participant GGG Construction (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to____________________[prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 15th day of ~~September~~ September, 2025.

By Jonathan Stallone Signature of Authorized Official

Project Manager Jonathan Stallone Name and Title of Authorized Official

Vendor Code of Ethics

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid Proposal No.: 2523902

Project Description: Nassau County Traffic Signal Expansion Phase 10

The prospective lower tier participant Safety Marking, LLC (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to Hinck Electric [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 15 day of September, 2025.

By ________________ Signature of Authorized Official

Mark Kelly, CEO Name and Title of Authorized Official

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: Hinck Electrical Contractor Inc

Bid/Proposal No.: T62462-01G

I, John G. Buck, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on ____________ and that I understand it and will comply with this Code in my participation in procurements between GGG Construction (Vendor name) and Nassau County.

Executed this 11th day of September, 2025

By John G. Buck Signature of Employee

John G. Buck, President Name and Title of Employee

NO TEXT ON THIS PAGE

HINCK ELECTRICAL CONTRACTOR, INC. AND AFFILIATE
COMBINED BALANCE SHEET
APRIL 30, 2025

ASSETS

CURRENT ASSETS:	
Cash and cash equivalents	$ [redacted]
Contract receivables, net of allowance for credit losses [redacted]	[redacted]
Contract assets (including conditional retainage o[redacted]	[redacted]
Prepaid income taxes	[redacted]
Prepaid expenses and other current assets	[redacted]
Total Current Assets	[redacted]
PROPERTY AND EQUIPMENT, NET	[redacted]
OTHER ASSETS:	
Federal tax deposit	[redacted]
TOTAL ASSETS	$ [redacted]

HINCK ELECTRICAL CONTRACTOR, INC. AND AFFILIATE
COMBINED BALANCE SHEET
APRIL 30, 2025

LIABILITIES AND EQUITY

CURRENT LIABILITIES:	
Accounts payable	$ [redacted]
Contract liabilities (net of conditional retainage of [redacted]	[redacted]
Total Current Liabilities	[redacted]
LONG-TERM LIABILITIES:	
Income taxes payable - deferred	[redacted]
Total Liabilities	[redacted]
CONTINGENCIES	
EQUITY:	
Common stock, no par value; 100 shares authorized, issued and outstanding	[redacted]
Additional paid-in capital	[redacted]
Retained earnings and member's equity	[redacted]
Total Equity	[redacted]
TOTAL LIABILITIES AND EQUITY	$ [redacted]

JOINT APPRENTICESHIP
and
TRAINING COMMITTEE
for the
Electrical Industry
OF NASSAU
& SUFFOLK COUNTIES

370 Motor Parkway
Hauppauge, NY 11788
(631) 434-3939
Fax: (631) 434-3991
www.lijatc.org

August 19, 2025

Hinck Electric Inc.
75 Orville Drive
Suite 1
Bohemia, NY 11716
ATTN: J. Buck, President

Dear: Mr. Buck:

Please be advised that because you are signatory in good standing to the Collective Bargaining Agreement between Local Union No. 25, I.B.E.W. and the National Electrical Contractors Association you are entitled to hire apprentices through the Joint Apprenticeship and Training Committee electrical apprenticeship program.

Our apprenticeship program is registered with the New York State Department of Labor and is approved and recognized as such, we also comply with all provisions of Nassau and Suffolk County Law.

If you currently employ or have employed apprentices in the past and you need to provide proof that the apprentice(s) is, are or were a part of a New York State registered apprenticeship program, we will be happy to provide you with a copy of a current AT-401 (New York State Apprenticeship Agreement) or a New York State Department of Labor Certification of Completion of Apprenticeship Training.

Sincerely,

JOINT APPRENTICESHIP
AND TRAINING COMMITTEE

Christopher E. Kelly
Training Director

CEK/ek

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1611 LOCUST AVENUE
BOHEMIA, L.I., N.Y. 11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

May 14, 2025

Town of Islip
401 Main Street,
Room 227, ISLIP, NY 11751

Re: Road and Heavy Construction Laborers Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

TO WHOM IT MAY CONCERN:

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program" ("ATP"), The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to G.G.G. Construction Corp., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2023 to May 31, 2025.

Any additional questions should be directed to my attention.

Fraternally yours,

Edward G. Harbach

Edward G. Harbach
President Road & Heavy Construction Laborers' Union Local 1298

Training Director
Joint Apprenticeship Training Fund

SCHOOL (631) 286-8877
FAX (631) 286-8683

APPRENTICESHIP AND TRAINING • JOURNEYMEN • RETRAINING SCHOOL

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNIONS 138,138A,1388 Nassau & Suffolk Counties - 247.c

UNION- P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206 SCHOOL- 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

May 14, 2025

Town of Islip
401 Main Street,
Room 227, ISLIP, NY 11751

Local 138 Apprenticeship School (the "Apprenticeship School")
NYS Sponsor #00422
NYS ATP Code #18318
GGG Construction Corp.

To Whom It May Concern,

This letter serves to confirm that the Apprenticeship School conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to GGG Construction Corp., to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2025.The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

FRATERNALLY YOURS,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

Hinck Electrical Contractor, Inc.
75 Orville Drive
Suite 1
Bohemia, New York 11716
Phone Number: 6312777700
Registration Number: 24-63ZEF-CR
Date of Issue: 2024-11-19
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of
Labor

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/19/2025

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

City Underwriting Agency Inc.
2001 Marcus Avenue
Suite W180
Lake Success NY 11042

CONTACT NAME: Kevin Tynan
PHONE (A/C, No, Ext): 516-358-3507
FAX (A/C, No):
E-MAIL ADDRESS: ktynan@cuagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of America	25666
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : The Travelers Indemnity Company	25658
INSURER D : The Phoenix Insurance Company	25623
INSURER E : Navigators Insurance Company	42307
INSURER F : American Casualty Company of Reading,	20427

INSURED

Hinck Electrical Contractor, Inc.
75 Orville Drive, Suite 1
Bohemia NY 11716

COVERAGES

CERTIFICATE NUMBER: [redacted]

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	[redacted]	11/1/2024	11/1/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	[redacted]	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	☐ **UMBRELLA LIAB** ☒ OCCUR ☒ **EXCESS LIAB** ☐ CLAIMS-MADE DED ☐ RETENTION $	Y	Y	[redacted]	11/1/2024	11/1/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	[redacted]	11/1/2024	11/1/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E F	2nd Excess Builders Risk			[redacted]	11/1/2024 9/15/2024	11/1/2025 9/15/2025	Limit Limit	5,000,000 2,000,000

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

Issued as Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

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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WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

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JOINT APPRENTICESHIP
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& SUFFOLK COUNTIES

370 Motor Parkway
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Fax: (631) 434-3991
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August 19, 2025

Hinck Electric Inc.
75 Orville Drive
Suite 1
Bohemia, NY 11716
ATTN: J. Buck, President

Dear: Mr. Buck:

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Our apprenticeship program is registered with the New York State Department of Labor and is approved and recognized as such, we also comply with all provisions of Nassau and Suffolk County Law.

If you currently employ or have employed apprentices in the past and you need to provide proof that the apprentice(s) is, are or were a part of a New York State registered apprenticeship program, we will be happy to provide you with a copy of a current AT-401 (New York State Apprenticeship Agreement) or a New York State Department of Labor Certification of Completion of Apprenticeship Training.

Sincerely,

JOINT APPRENTICESHIP
AND TRAINING COMMITTEE

Christopher E. Kelly
Training Director

CEK/ek

Notice of Award

NO TEXT ON THIS PAGE

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Hinck Electrical Contractor, Inc.

2. Amount requiring NIFA approval: $17,112,868.35

Amount to be encumbered: $17,112,868.35

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Twenty-Four (24) months from NTP

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	50	
State %	9.4	
County %	40.6	

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

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

This contract provides funding for the construction of thirty-nine (39) traffic signals and twenty-one (21) traffic cameras at various intersections along Hempstead Avenue, Franklin Avenue, New Hyde Park Road, Mineola Boulevard, and Glen Cove Avenue. This is a FEDERAL AID job PIN 0761.25.

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

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 07/27/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Barbara McGivney state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Hinck Electrical Contractor, Inc.

Vendor's Address: 75 Orville Drive, Suite 1 Bohemia NY US 11716

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 07/14/2026 08:34:25 am

Lobbyist Registration and Disclosure Form: 07/14/2026 11:14:43 am

Business History Form certified: 07/14/2026 11:17:32 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 07/14/2026 08:30:07 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Paul Stram [PAUL.STRAM@HINCKELECTRIC.COM]
Date Certified	04/06/2026 02:55:49 pm

Principal Name	John G. Buck [JOHN.BUCK@HINCKELECTRIC.COM]
Date Certified	07/14/2026 08:26:05 am

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

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

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

Barbara McGivney BARBARA.MCGIVNEY@HINCKELECTRIC.COM
Name

Bid/Project Coordinator
Title

Hinck Electrical Contractor, Inc.
Name of Submitting Entity

07/14/2026 12:55:25 pm
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: 07/14/2026

1) Proposer's Legal Name: Hinck Electrical Contractor, Inc.

2) Address of Place of Business: 75 Orville Drive, Suite 1

City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716

Country: US

3) Mailing Address (if different): ______

City: ______ State/Province/Territory: ______ Zip/Postal Code: ______

Country: ______

Phone: ______

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

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe) ______

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [X] NO [ ] If yes, please provide details:
The company Buckjord LLC never operated as a business

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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

Should a conflict arise we would notify the county and adhere to their guidelines.

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

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

07/16/1970

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

John G. Buck President [redacted]

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

John G. Buck President [redacted]
Paul Stram Vice President [redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

60

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

1 File(s) uploaded: Hinck packet.pdf

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

1 File(s) uploaded: Electrical Licenses.pdf

B. Indicate number of years in business.

56

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

See attachment of relevant accomplishments

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

Company Town of Babylon
Contact Person Jennifer Campagnone
Address 200 East Sunrise Highway
City Lindenhurst State/Province/Territory NY
Country US
Telephone (631) 957-3000
Fax #

E-Mail Address	jcampagnone@townofbabylonny.gov		

Company	Town of Islip		
Contact Person	Alysha Bullock		
Address	401 Main Street		
City	Islip	State/Province/Territory	NY
Country	US		
Telephone	(631) 224-5610		
Fax #			
E-Mail Address	abullock@islipny.gov		

Company	Town of Riverhead		
Contact Person	Ken Testa		
Address	200 Howell Avenue		
City	Riverhead	State/Province/Territory	NY
Country	US		
Telephone	(631) 727-3200		
Fax #			
E-Mail Address	testa@townofriverheadny.gov		

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

I, Barbara McGivney , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Hinck Electrical Contractor, Inc.

Electronically signed and certified at the date and time indicated by:
Barbara McGivney BARBARA.MCGIVNEY@HINCKELECTRIC.COM

Bid/Project Coordinator
Title

07/14/2026 11:17:32 am
Date

HINCK ELECTRICAL CONTRACTOR

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Welcome to Hinck Electrical Contractors.

Excellence in electrical construction since 1970

Since our start, a half century ago, we have completed thousands of electrical installations throughout the New York metropolitan area.

Today we are a respected and proven performer in all aspects of electrical construction and maintenance.

News

1970 - 2020
50
YEARS OF EXCELLENCE
HINCK ELECTRICAL CONTRACTOR INC.

March 1, 2020: Hinck Electrical Contractors, Inc. celebrates it's 50th anniversary.

LONG ISLAND
LICA
CONTRACTORS' ASSOCIATION, INC.

(http://www.licanys.org/e-newsletter/july-25-2017/project-profile-lirr-contract-6183-hinck-posillico-jv/)

HINCK
ELECTRICAL
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Home (/) Customers (/Customers) Projects (/Projects) Photos (/Photos)
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Hinck Electrical Projects Overview

- Design/Build Projects
- Traffic signal installation and maintenance work
- MTA work
- Solar Power Installations
- Ball-field lighting
- Fiber optic cable installations
- Parking lot lighting
- Highway lighting and maintenance
- Medium Voltage work
- Sewage treatment plant work (rehab and new)
- Intelligent Transportation System Projects
- Bascular span drawbridges (rehab and new)
- Airport runway and navigation lighting work
- Complete substation yards (rehab and new)
- Red Light Camera Installations
- Landfills
- Instrumentation
- Submarine Cable Installation
- Water District Pumping Stations

Hinck Electrical Contractor, Inc.

Primarily serving Long Island, as well as New York City's five boroughs, and upstate New York.

John Buck
President
john.buck@hinckelectric.com (mailto:john.buck@hinckelectric.com)
in (https://www.linkedin.com/in/john-buck-94662511) LinkedIn Profile (https://www.linkedin.com/in/john-buck-94662511)

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Fax: (631) 277-7833

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Hinck Electrical Contractor Inc.
Design Build Work Experience

LIRR Meadowbrook Substation Replacement Design Build Electrical Subcontract (2018-2020)
Contract Price: [redacted]
Owner: LIRR
General Contractor: T. Moriarity
Completion Date: April 2020
Description: Provides complete brand new Meadowbrook Pre-Fab modular substation including assisting with completion of electric design.

LIRR Wreck Lead Submarine Cable Replacement Design Build (2015-2017)
Contract Price: [redacted]
Owner: LIRR
Completion Date: December 2017
Description: Joint Venture Prime Contract with Posillico a Design Build Project.
The project consisted of completing the LIRR design and replacing all Super Storm Sandy damaged submarine cables at the Wreck Lead Bridge. This included the installation of nearly two miles of signal, power and communication submarine cables, almost a mile of underwater installed HDPE conduit, 13,000 feet of bridge mounted fiberglass conduit, navigation lights, 600V multi-conductor cables, lab testing of sub cables, new steel platform, related marine support (barges, boats, divers etc.), concrete mattresses and finally, the removal of the existing damaged submarine cables once the new ones were energized.

LIRR 3rd Track Expansion Project From Floral Park to Hicksville, Design Build. (2019-2020) Multiple Subcontracts under this project.
Owner: 3TC Joint Venture
Completion: Ongoing
Subcontract Value: [redacted]
Description: Remove, relocate and replace INFORM Fiber cable and Parkway lighting system.
Subcontract Value: [redacted]
Description: Install temporary traffic signal equipment and interconnect to allow for sheeting.
Subcontract Value: [redacted]
Description: Furnish and install temporary detection equipment to relocate travel lanes due to detour.
Subcontract: E J Electric
Value: [redacted]
Description: Perform all traffic signal work to perform temporary detours and then build (7) brand new intersections to Nassau County DPW standards.
Subcontract: E J Electric
Description: Perform multiple fiber optic splices on overhead power lines as directed by EJ/ LIRR.

D900042 Nassau Expressway, Design Build (2019- 2020)
Contract Price: [redacted]
Owner: NYSDOT
Completion Date: 1/31/2020
Description: Subcontractor to Tully Construction to perform all electrical work. This consisted of many temporary traffic signals, temporary lighting, permanent traffic signals, new street lighting section along the entire project. New fiber and communication system and cameras.

Carlls Straight Path Bridge Over I-495, Design Build (2015)
Contract Price: [redacted]
Owner: NYSDOT
General Contractor: El-Sol Contracting

Percent Complete: About 100%

This design build project consists of removing and replacing 2 brand new traffic signals at the North and South service roads. In addition, all the Inform Systems located in the bridge deck as well as on the Long Island Expressway had to be temporarily powered and maintained while the new infrastructure is built. Project also included many large 6" utility conduits that had to be installed under the bridge with Route 110 and over Route 27. Contact Information: Michael Androsiglio 631-647-3761.

Route 110 Over Route 27, Design Build (2015)

Contract Price: [redacted]

Owner: NYSDOT

General Contractor: Bove Industries

Percent Complete: 100%

This design build project consists of building a brand new bridge over Route 27. The old bridge has many Verizon and utility conduits as well as Inform Systems that must be maintained during construction. We must design and build a temporary lighting street lighting system as well as a temporary data link for the Inform equipment (surveillance cameras & VMS signs.) During the construction of the bridge we will install new conduits.

Contact Information: Ralph Lapadula 631-331-8500

Hinck Electrical Contractors, Inc.

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Hinck Electrical Contractor Inc.
LIRR EXPERIENCE

LIRR Meadowbrook Substation Replacement Design Build Electrical Subcontract (2018-2020)
Contract Price: [redacted]
Owner: LIRR
General Contractor: T. Moriarity
Completion Date: April 2020
Description: Provides complete brand new Meadowbrook Pre-Fab modular substation including assisting with completion of electric design.

LIRR Wreck Lead Submarine Cable Replacement Design Build (2015-2017)
Contract price: [redacted]
Owner LIRR
Completion Date: December 2017
Description: Joint Venture Prime Contract with Posillico a Design Build Project. The project consisted of completing the LIRR design and replacing all Super Storm Sandy-damaged submarine cables at the Wreck Lead Bridge. This included the installation of nearly two miles of signal, power and communication submarine cables, almost a mile of underwater installed HDPE conduit, 13,000 feet of bridge mounted fiberglass conduit, navigation lights, 600V multi-conductor cables, lab testing of sub cables, new steel platform, related marine support (barges, boats, divers etc.), concrete mattresses and finally, the removal of the existing damaged submarine cables, once the new ones were energized.

LIRR 3rd Track Expansion Project From Floral Park to Hicksville, Design Build. (2019-2020) Multiple Subcontracts under this project.
Owner: 3TC Joint Venture
Completion: Ongoing
Subcontract Value: [redacted]
Description: Remove, relocate and replace INFORM Fiber cable and Parkway lighting system.
Subcontract Value: [redacted]
Description: Install temporary traffic signal equipment and interconnect to allow for sheeting.
Subcontract Value: [redacted]
Description: Furnish and install temporary detection equipment to relocate travel lanes due to detour.
Subcontract: E J Electric
Value: [redacted]
Description: Perform all traffic signal work to perform temporary detours and then build (7) brand new intersections to Nassau County DPW standards.
Subcontract: E J Electric
Description: Perform multiple fiber optic splices on overhead power lines as directed by EJ/ LIRR.

Babylon Train Wash (2010-2012)
Contract Price: [redacted]
Owner: LIRR
Complete Date: 2012
Description: Subcontractor to Fortunato to do full installation of all electrical systems for new Train Wash, including Solar Panel Installation.
Contact Information: Barney Fortunato (631)567-7200

Wreck Lead Bridge Submarine Cable Replacement (2007)
Contract Price: [redacted]
Owner: LIRR (Ron Fioriello & Neville)
Completion Date: 2007
Prime Contractor working directly for LIRR replacing 12 runs of 2000MCM track power submarine cable as well as 2 runs of 37/C #14 control cable, all the while keeping the existing LIRR Bridge fully operational.

Oyster Bay Railroad Yard (2000)
Contract Price: [redacted]
Owner: LIRR
Completion Date: January 2000
Complete electrical work associated with new railroad yard including site lighting, wayside power stations, 2 complete pre-fabricated electrical service building, extensive duct banks along with 600V and 15KV cabling. Contact information: Penza Associates (631)242-4146

Speonk Railroad Yard (1998)
Contract price: [redacted]
Owner: LIRR
Complete electrical work associated with new railroad yard including site lighting, wayside power stations, 2 complete pre-fabricated electrical service buildings, extensive duct banks along with 600V and 15KV cabling. Contact Information: Rail Road Construction (973)242-4146 George.

Huntington Railroad Station Rehabilitation (1998)
Contract Price [redacted]
Owner: LIRR
Completion Date: 1998
Complete electrical work associated with new platforms including duct banks, platform lighting, overpass work, under-platform conduit and cable.

Port Jefferson to Huntington Signal Power Line 2200 Bolt (1992)
Contract Price: [redacted]
Owner: LIRR
Completion Date: June 1992
Job consisted of the installation of 2/C #2/0 5KV cable alongside railroad tracks from Huntington to Port Jefferson along with three generator buildings, and all associated hi-voltage splicing and termination.

LIRR Wreck Lead Bridge (1989)
Contract Price: [redacted]
Owner: LIRR
Completion Date: May 15, 1989
Incredibly complex signal, communication and track power electrical job including substantial submarine cables was to be completed in the unheard time of 7 months. This job is a good representation of how effectively Hinck Electrical has shown itself to be on an extremely complex job in terms of its scheduling and management procedures.

Port Jefferson Fuel Facility (1989)
Contract Price [redacted]
Owner: LIRR
Completion Date: March 1989
Electrical work associated with new diesel fuel recovery system located under the tracks at Port Jefferson Station including power, leak detection and overfill alarm.
Contact Information: Penza Associates (631)242-4999 George.

Stony Brook Railroad Station (1989)
Contract Price: [redacted]
Owner: LIRR
Completion Date: January, 1989
Complete renovation of existing Stony Brook Railroad Station including all electrical work associated with installation of new train platforms, track signaling and communication systems, crossing gates, under track precast conduits, overhead pole lines, etc.
Contact Information: Penza Associates (631)242-4999 George.

LILCO-LIRR Electrification (1988)
Contract Price: [redacted]
Owner: LILCO, LIRR

Completion Date: March 1988
Job consisted of installation of approximately ten miles of 15KV 750MCM direct burial cable at six different locations within Nassau & Suffolk County between LILCO unit substation and LIRR rectifying stations with all hi-voltage splicing being our responsibility except those within the LILCO Substation.

Ronkonkoma Welfare Building (1987)
Contract Price: [redacted]
Owner: LIRR
Completion Date: December 1987
Job consisted of complete electrical work on new LIRR maintenance and operation center including 13 track yards, signal and communication work, fire alarm, power: yard switches, track snow and ice melting system, and signaling system. Contact Information: Slattery Associates, Inc. (718)767-2600 Lenny Fleischman. Long Island Railroad (718)990-8180 Joe Ferrar
Contact Information: Penza Associates (631)242-4999 George.

Deer Park Brentwood, Wyandanch, & Central Islip Train Stations (1987)
Contract Price [redacted]
Owner: LIRR
Completion Date: October 1987
Job consisted of the electrical work on new stations at each of the above sites including new platform lighting, platform telephones, power, signal and communications.

Hinck Electrical Contractors, Inc.

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Hinck Electrical Contractor Inc.

Medium Voltage Substation Experience

Village of Rockville Centre Ocean Ave. & Maple Ave. Substations (2.6 million)
Brand new from the ground up 35KV substation at new Ocean Ave. yard as well as addition to existing Maple Ave. substation. Including new substation building, insulators, medium voltage cabling, structural steel, fiber optics, etc.

BNL NSLS II SITE PREPARATION[redacted]
Furnishing and installation of 15KV primary electric service and telephone service. 15KV splicing and terminations. Installation of supplied primary transformer.
Contact: Tom Henring (631)344-5275

BNL AGS MMPS TRANSFORMER YARD UPGRADES [redacted] Removal of large existing concrete transformer pads, with monitoring by industrial hygienist. Installation of 2 new large concrete transformer pads, underground conduit, quazite manholes, grounding and blue stone work.
Contact: Dennis Dansiglio (631)344-2579

BNL ELECTRICAL DISTRIBUTION UPGRADE[redacted]Refurbishment of BNL's Underground 13.8KV and 2.4KV electrical distribution system.
Contact: Swapna Mukherji (631)344-2579

BNL 2400V DISTRIBUTION:[redacted] Installation of 1000MCM, 750MCM, 600MCM, 500MCM, 5KV, 133% insulation cables through new concrete encased duct banks including 5KV, Raychem terminations and 5KV splices (some lead splicing)
Contact: Tom Nehring (631)344-5275

BNL 15KV OVERHEAD POLE LINE:[redacted]Installation of 15KV overhead transmission lines (1192MCM bare aluminum) at Brookhaven National Laboratory (approx. 2 miles in length) included installation of poles, cross arms, potheads, down-guys, insulators, cables through underground duct banks including Raychem terminations.
Contact Dennis Dansiglio (631)344-5278

BNL SUBSTATION 631:[redacted]Complete addition to existing substation including installation of overhead bus, 10 MVA transformer, oil switch, 3 air switches, 1000 MCM 15KV switchgear, steel structural supports and insulators.
Contact Roy Butler (631)344-3456

BNL IMPROVE SERVICE:[redacted]Installation of new 15KV 500 MCM cables including Raychem terminations and 15KV splicing in manholes.
Contact: Abbas Wesson (631)344-5276

BNL WASTE MANAGEMENT FACILITY:[redacted]Complete brand new facility consisting of 4 brand new buildings, with all new electrical systems, installation of 15KV 350 MCM, 133% copper cable through existing duct banks including Raychem.
Contact: Jim Wright- (631) 344-4606

BROOKHAVEN FEEDER & TRANSFORMER UPGRADE:[redacted]
Removal of one existing 10MVA, 69KV/13.8KV transformer with ancillary equipment, one existing 1MVA transformer, 2 69KV OCB's etc.. and then installing 1 new 20MVA 69KV C.B.'s, 250MCM 15V cable, numerous 15KV terminations 69KV work, duct bank, conduit and wire and testing and start-up of equipment, all within an existing substation yard.

TRANSFORMER REDUNDANCY & DUCTBANK INSTALLATION: [redacted]
Job consisted of installation of owner furnished 5000KVA (15KV to 2.4KV) transformer weight with oil 35,400 lbs. new 15KV ground mounted switch, related structural support steel, grounding and hi-voltage (15KV) cable (some of it aerial) and splices.

BNL ELECTRICAL SYSTEM MODS PHASE I & II [redacted]
Very large projects consisting of complete replacement of two substations, duct banks, 15KV cable, 5KV cable, civil work etc…

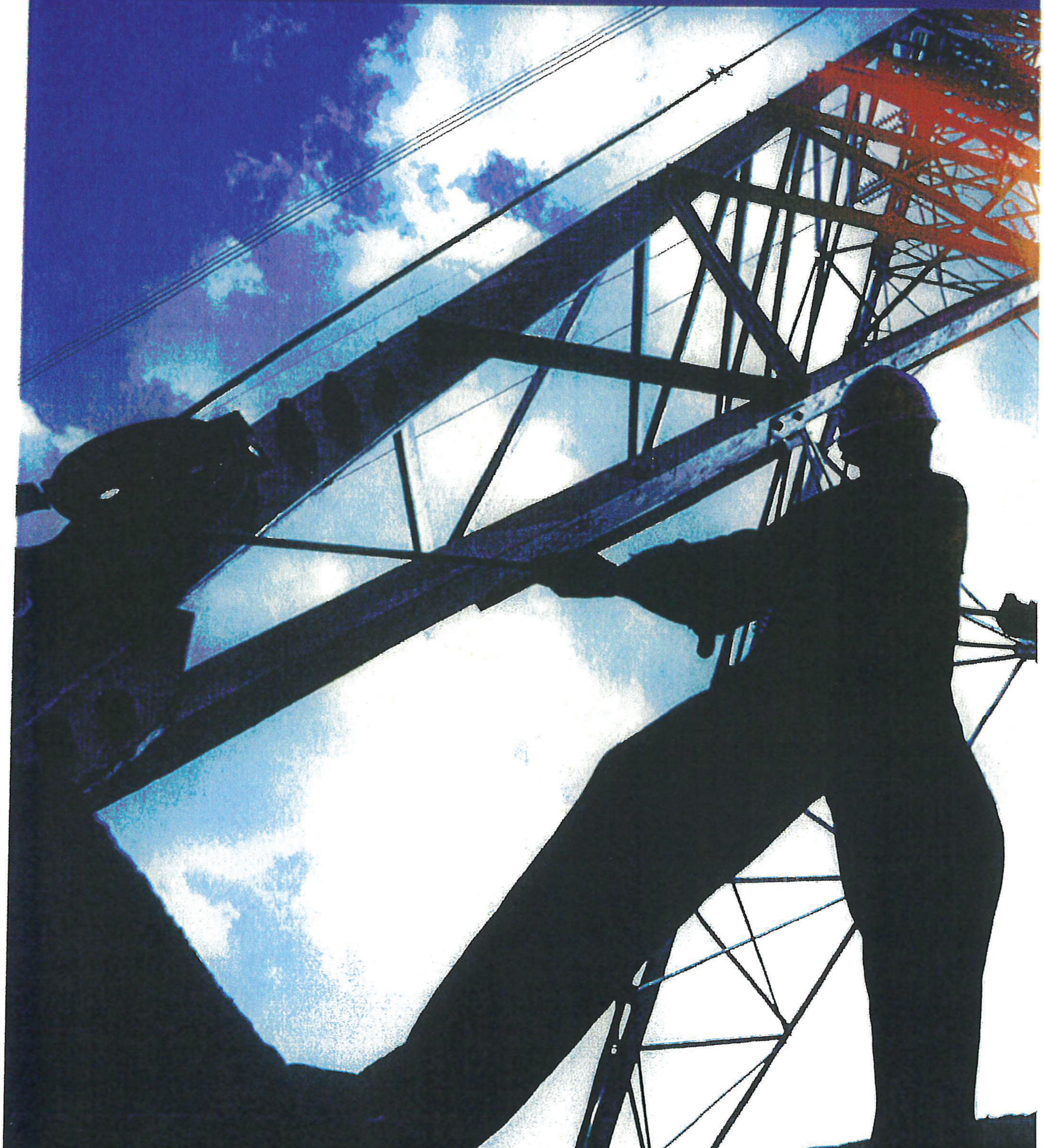
BNL SECURITY SYSTEM [redacted]
New traffic gates, duct banks, electrical feed.

BNL NSLS-II SITE ELECTRIC [redacted]
Installation of duct banks and manholes at BNL SLS II project. Included is installation of 5 miles of 1000MCM 15KV, 15 miles of 500MCM 600V, all with associated duct banks.
Contact: Tom Nehring (631)344-5275

NORTHPORT VA FEEDER REPLACEMENT [redacted]
Replacement of new 15KV 350MCM and 15KV 500MCM feeder throughout project.
Contact: Kevin Chilton (631) 584-5625

A LONG ISLAND FIRM

Builds a Strong Reputation



Hinck Electrical Contractor, Inc., of Long Island, New York has a reputation for tackling tough jobs, while maintaining family ties and ensuring employee loyalty. The company also prides itself on its wide array of services.

-Written by Nate Hendley

Currently based in Bohemia, New York, the electrical contracting firm was founded in 1970 by John Buck and Roy Hinck. Buck's son, also named John, is currently the company president while Roy Hinck's son, Craig, is currently vice-president.

In the not-so-distant future, more family members might be added. "My son wants to come into this business. He's eighteen. He's going to Roger Williams University, taking construction management. When he graduates in 2020, his goal is to get in here and continue [the business]," says President Buck. »

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The company's main focus at present is Long Island, though "for the right projects, we do occasionally work in the five boroughs [of New York City] as well as occasionally even into upstate New York," says Buck.

Hinck has not ventured into other states yet, though "for the right opportunity, we would absolutely consider it," states the company president.

In 2015, Hinck's revenues came to [redacted] This year, revenues are forecast to nearly double. "Fiscal 2016 will be our highest sales volume year in Hinck Electric's history, with us projecting sales volume close to [redacted]" says Buck. At present, Hinck employs about sixty workers, but that figure might leap to eighty by the end of summer.

Over the decades, Hinck has earned a reputation for doing difficult jobs that other companies either can't or won't take on. "We do like the more technically challenging and involved projects such as design-build, submarine cables and intelligent transportation system projects as well as bascular span drawbridges and medium voltage substations. Although [such jobs] may have a greater risk associated with them, they can also have a higher potential for reward. Because we have so much experience in each of these types of work, I believe that the risk factor to us is far less than it would be for other electrical contractors," says Buck.

Wantagh bascular span drawbridge over sloop channel - Completed 2010. First brand new from the ground up bascular span drawbridge completed on Long Island in past 40 years. This electrical project included complete electrical and control systems, submarine cables, bridge operation, generator building, lighting, etc.. Just to the left of this bridge is the temporary by-pass bridge completed electrically by Hinck Electric in 2001

"If one sector of the industry is slow, then we focus on another sector that is not."

Buck denies, however, that taking on complex jobs is the main 'secret' to Hinck's success. "I believe that is just one portion of it. I believe the greater secret to our success is the fact that we are extremely diversified. We excel at the above jobs I listed but also at much more, such as sewage treatment plants, pumping stations, traffic signal work construction and maintenance, airport runway lighting, ball field lighting, solar power »

HINCK
ELECTRIC

John Buck and Craig Hinck join some of their team in front of the Hinck Office.

installations and more. If one sector of the industry is slow, then we focus on another sector that is not. In our forty-six years in business, this diversification strategy has worked successfully year after year," he explains.

A high rate of employee retention is one of the reasons Hinck can take on so many tough projects and offer such a diversified portfolio.

"People come to this company to work, and they never leave. It is a very positive, team-oriented environment where success and loyalty are expected and rewarded. People here recognize that and say this is the place they want to work at for the rest of their lives. Our extremely low employee turnover rate reflects that fact. We look for people who are eager to learn, willing to work hard and enjoy working in a team environment," says Buck.

Hinck works to maintain a similar sense of loyalty with its suppliers. The company views suppliers and vendors "as teammates we need to help us win bids. We know if we pay timely, live up to our word, treat them with integrity in our dealings with them than most of the time they will do everything they can to help us win the next project. This over time can lead to advantages in the market. Contractors should not forget we need good suppliers as much as they need us," says Buck.

"We look for suppliers who live up to what they say in terms of delivery dates, terms et cetera, as well as competitive pricing and a willingness to work with us to help us meet our needs," he adds.

> "The company views suppliers and vendors 'as teammates we need to help us win bids.'"

Hinck belongs to several organizations and is a union contractor. The company is a member of the National Electrical Contractors Association (NECA), the Long Island Contractors Association (LICA) and the International Brotherhood of Electrical Workers (IBEW).

Buck cites a few recent jobs Hinck has been involved with that are particularly noteworthy: "A couple of projects stand out in my mind that I think really shows

Traffic signal relamp at Town of Brookhaven intersection. Hinck is a leading traffic signal maintenance contractor on Long Island, currently maintaining over 1000 signals – 24 hours a day, 7 days a week.

Installation of 15KV 750MCM cable at Brookhaven National Laboratory. Part of Hinck's highly acclaimed, three year upgrade project at BNL which included four brand new 13.8KV to 2.4KV substations, new 13.8KV and 2.4KV feeders, new duct banks, and related high voltage splicing and terminations.

how diversified our capabilities are. One is, the Brookhaven National Lab NSLS-II project, which was a $1 billion dollar initiative undertaken by the federal government under the Federal Stimulus package. This involved building one of the most advanced synchrotrons facilities in the world. We had the site electrical sub-contract. Our responsibilities included eight unit substations, six inch and four-inch duct banks throughout forty acres of land, five miles of 1000MCM, 5KV cable, fifteen miles of 500MCM, 600V cable, three site pump stations and emergency generators. Despite some difficult challenges, the job was a great success," he states.

"Another job we are very proud of that is still ongoing is our NYSDOT (New York State Department of Transportation) region 10 INFORM traffic management system maintenance contracts … these were won in August 2013 and will continue until at least 2019. The two contracts total over [redacted] We are very proud to have [these contracts] because it took many, many years of traffic signal installation and maintenance and other ITS (Intelligent Transportation System) type projects to develop the qualifications necessary to be even be allowed to bid this type of work. The work involves maintaining the NYSDOT's region 10 INFORM computerized traffic management system which incorporates freeway surveillance on all major east-west and north-south highways and parkways on Long Island using vehicle detectors, message board signs, ramp metering control, CCTV and other kinds of traffic control and communication equipment."

"Another job that I think again shows how diversified we are that we are currently in the middle of is the [Wreck Lead Bridge submarine cable] replacement project. For this approximately [redacted] design-build project, we bid prime as a joint venture with Posillico Inc., whom we consider one of the top general contractors in the New York metro area. The job involves replacing sixteen submarine cables damaged by Hurricane Sandy," and other work, all the while "trying to minimize any downtime »

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USDOT 1742765

"Our people truly care about doing a great job and keeping the customer satisfied."

to rail traffic across a very busy elevated rail bridge. We have just completed the design portion and expect to start construction within the next few weeks with the project to be substantially complete by March 2017."

The company also did quite a bit of work following the devastation of Hurricane Sandy, which hit the eastern seaboard in 2012.

"Following Sandy, Hinck was inundated with work from different municipalities and agencies all over Long Island. From assisting the five major towns that we have traffic signal maintenance contracts with getting all the damaged traffic signals back and up and functioning to getting NYSDOT drawbridges that had been damaged by flooding functional again to assisting Nassau County get its flooded sewage pumping stations back on line we were busy for many, many months with millions of dollars work of work in repairs. Sandy-related work still continues, as strengthening and adding reinforcement against potential future flooding is still a priority throughout Long Island," says Buck.

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Congratulations Hinck on a great year!

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Hinck Electric currently has both the Northern and Southern Corridor contracts of NYSDOT's Region 10 INFORM Maintenance. INFORM is a computerized traffic management system incorporating freeway surveillance using various types of vehicle detectors, variable message board information signs, ramp metering control, closed circuit television, and other traffic control and communication equipment. The highways to be maintained include all major East-West and North-South Highways and Parkways on Long Island. Pictured here is that portion of Hinck Electric's truck fleet devoted exclusively for these INFORM Maintenance contracts.

Hinck's marketing is largely based on referrals and testimonials from satisfied customers. "We really do not go out of our way to promote the company but instead rely on word-of-mouth to spread our reputation. We do, however, have a website available, really for information purposes so owners, municipalities or general contractors can get a better understanding about what we do and what we are about. I believe, however, that over forty-six years, most people in the construction industry on Long Island know about Hinck Electric and our excellent reputation," he says.

As for the future, Buck says, "our goal is to continue to grow and capture more and more of the market share of the electrical industry here on Long Island but also to give consideration to further expanding our presence in the New York City market."

"The only thing I would like to let people know is that Hinck takes great pride in every project we do. Our people truly care about doing a great job and keeping the customer satisfied. Our end goal is to make that customer feel that he will never want to do another electrical project without Hinck Electric involved as his electrical subcontractor," states Buck.

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LOCAL 25, I.B.E.W., Nassau and Suffolk Counties, Long Island, NY
January / February 2010

BNL'S NATIONAL SYNCHROTRON LIGHT SOURCE II MOVES FORWARD

The NSLS-II project at Brookhaven National Laboratory is finally under construction. The [redacted] facility is located on some 40 acres of property just east of the newly completed CFN Nanocenter. When completed in 2014/15, the research center will allow for unprecedented levels of examination regarding small particle discoveries into medical, energy and material sciences.

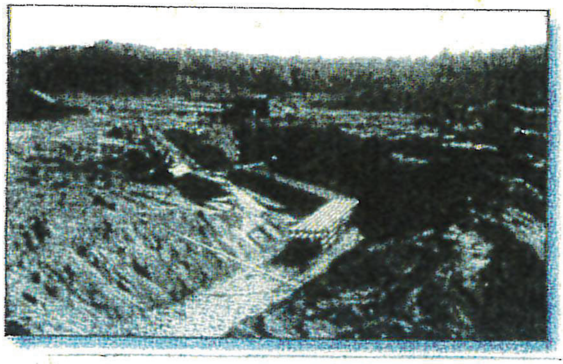
Currently Local 25 has two contractors working at the site. Gordon L. Seaman has been awarded the contract for the electrical construction of the building. Hinck Electric has been awarded the contract for the network of electrical site distribution associated with the facility. To appreciate the scope of the site distribution work, it involves installation of the following equipment: 8 unit substations, 8 4000A-480V 3 phase services, 5 miles 1,000 KCMIL 15KV cable (parallel sets), 15 miles of 500 KCMIL 600V cable – (all with associated 6" and 4" PVC duct banks), 3 site pump stations, 2-700 KW emergency generators with 10 ATS's and numerous duct bank runs – some ranging almost 20 feet below grade.

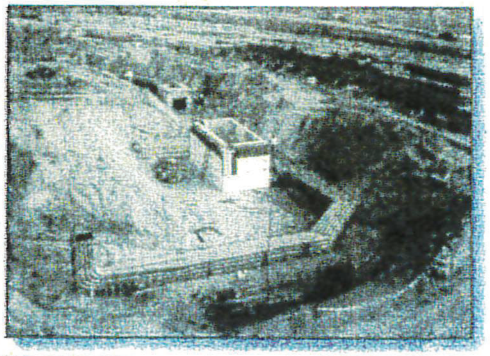
(L-R) Andrew Ferrizz, Sam Parris, Marty Johnson, John Martyn, Matt Baumer.

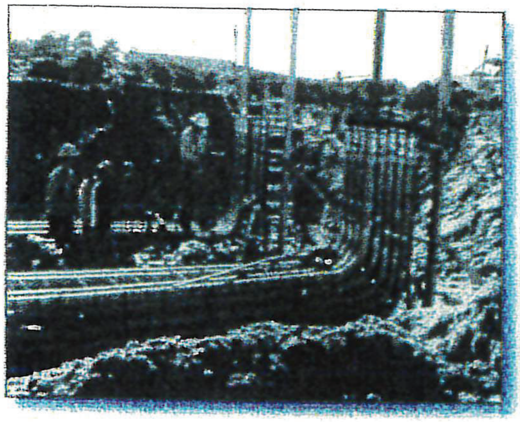
There is also an addition to the nearby substation (with an associated duct bank) being done by Bana Electric. This will be used to provide the new NSLS with its own primary service.

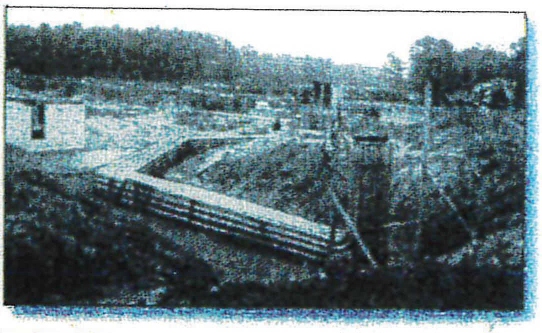
Construction schedules should continue to ramp up with increases in manpower support taking place throughout 2010 and well into 2011 and 2012. There is also stimulus money coming to the lab to help with other construction projects most notably the [redacted] Interdisplinary Science Building (ISB), which is scheduled to start in 2010. The photos were taken by Hinck Electric Foreman John Martyn as construction of the site's duct banks progressed during 2009.

(Continued on page 5)









LICA LICA'S LATEST
BI-WEEKLY E-GRAM THAT CONTAINS THE LATEST NEWS AND INFORMATION VITAL TO LICA'S MEMBERS

PROJECT PROFILE: LIRR CONTRACT #6183 – HINCK-POSILLICO JV

When LIRR Contract #6183 "Design/Build Services for the Replacement of Wreck Lead Bridge Submarine Cables" was posted, **Hinck Electrical Contractors** knew it was a project tailor-made for their expertise. Not only does the Bohemia-based company have extensive submarine cable, Design-Build and LIRR work experience, but they've also worked on the sub cables of this exact same bridge back in 1988 and 2009. Hinck's 47 years of electrical construction experience coupled with **Posillico** providing all the civil work made for a very strong team. Posillico's design/build experience and their positive relationship with the LIRR only further enhanced the team's qualifications. To round out the team for the design portion of the project, Hardesty & Hanover was selected for their extensive submarine cable and bridge design experience.

After months of work to complete LIRR's complex RFP process, the contract was finally bid on 9/3/15. The **Hinck-Posillico JV** bid o[redacted]was determined to be the LIRR's best value proposal beating out Mass Electric's proposal of [redacted] And, after further discussions with the LIRR regarding scheduling and other issues, the project was finally awarded near the end of 2015.

With the long lead time required for submarine cables, construction finally began, in earnest, in September 2016. The project consisted of completing the LIRR design (from 30% to 100%), and replacing all Super Storm Sandy-damaged submarine cables at the Wreck Lead Bridge. This included the installation of nearly two miles of signal, power and communication submarine cables, almost a mile of underwater installed HDPE conduit, 13,000 feet of bridge mounted fiberglass conduit, navigation lights, 600V multi-conductor cables, lab testing of sub cables, new steel platform, related marine support (barges, boats, divers, etc.), concrete mattresses and finally, the removal of the existing damaged submarine cables once the new ones were energized.

The need to work within required Coast Guard regulations and the fact that the bridge needed to remain operational during the entire process were just two of the challenges this project presented. This meant dealing with constant train traffic, as well as difficult weather conditions (wind, waves and ice) and the inherent difficulties of any underwater installation. But with 98% of the work now completed, Hinck expects the project to be fully finished within the next few months. And, despite all the challenges, the joint venture of Hinck-Posillico JV will be able to say they have safely and successfully completed the project, on-time and under the LIRR's budget.

For more information about Hinck Electric, who has been providing excellence in electrical construction since 1970, visit www.hinckelectric.com or contact John Buck, President, at: 631-277-7700 ext. 104. For more information about Posillico and their many areas of expertise, visit their website at www.posillicoinc.com.

HINCK
ELECTRICAL
CONTRACTOR

Home (/) Customers (/Customers) Projects (/Projects) Photos (/Photos)
Testimonials (/Testimonials) Contact (/Contact) Careers (/Careers)
Community Involvement (/Community)

A sampling of our major customers include:

New York State
Department of
Transportation

MTA

Long Island
Rail Road

Long Island
Railroad

BROOKHAVEN
NATIONAL LABORATORY

Brookhaven
National Lab

Nassau County
Department Of
Public Works

Suffolk County
Department Of
Public Works

SCWA

Suffolk County
Water Authority

NEW
YORK
STATE

New York State
Facilities
Development
Corporation

NORTHROP
GRUMMAN

Northrop
Grumman

Hinck Electrical Contractor, Inc.

Primarily serving Long Island, as well as New York City's five boroughs, and upstate New York.

John Buck
President
john.buck@hinckelectric.com (mailto:john.buck@hinckelectric.com)
in (https://www.linkedin.com/in/john-buck-94662511) LinkedIn Profile (https://www.linkedin.com/in/john-buck-94662511)

Paul Stram
Vice President - Traffic Division
paul.stram@hinckelectric.com (mailto:paul.stram@hinckelectric.com)

75 Orville Drive
Bohemia, NY 11716

Phone: (631) 277-7700

Fax: (631) 277-7833

In addition, we serve all major municipalities in Nassau and Suffolk Counties

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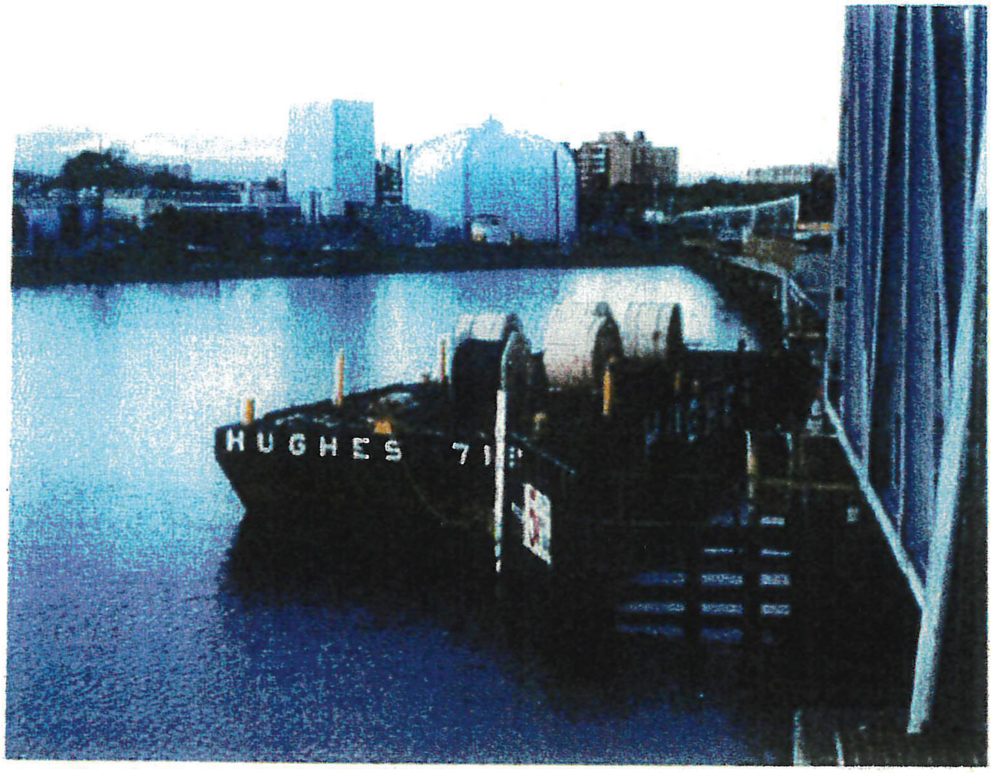
SAMPLE PROJECTS

Wantagh bascular span drawbridge over sloop channel. Completed In 2010, it's the first brand new from the ground up bascular span drawbridge completed on Long Island in past 40 years. This electrical project included complete electrical and control systems, submarine cables, bridge operation, generator building, lighting, and more. Just to the left of this bridge is the temporary by-pass bridge completed electrically by Hinck Electric in 2001.



Hinck is the leading installer of submarine cables on Long Island having completed dozens of such installations over the past 30 years. One such installation pictured below shows a staging barge prepared and located to do the underwater installation of 5 reels of 2000 MCM positive cables on one side of the LIRR's Wreck Lead Bridge. This Project involved replacing a total of 12 reels of 2000 MCM traction power submarine cables as well as 2 reels of 37/C#14 Control submarine cable directly for the LIRR and as can be seen had to be done while keeping the existing LIRR drawbridge operational. This job was successfully completed in December 2008.

ACCIDENT
AT EXIT 25
RT LANE CLOSED

One of 27 Variable Message Board signs installed by Hinck as part of its 25 million dollar Intelligent Transportation System (ITS) upgrade of the Southern State Parkway which additionally included the installation of over a half a million feet of fiber optic cable, 5 communication nodes, 12 Pole mounted Video Cameras, and 95 video image detection devices (VIDS).

Install of Stadium Lighting at Ducks stadium, Central Islip, NY., One of hundreds of ballfield lighting projects done by Hinck Electric.

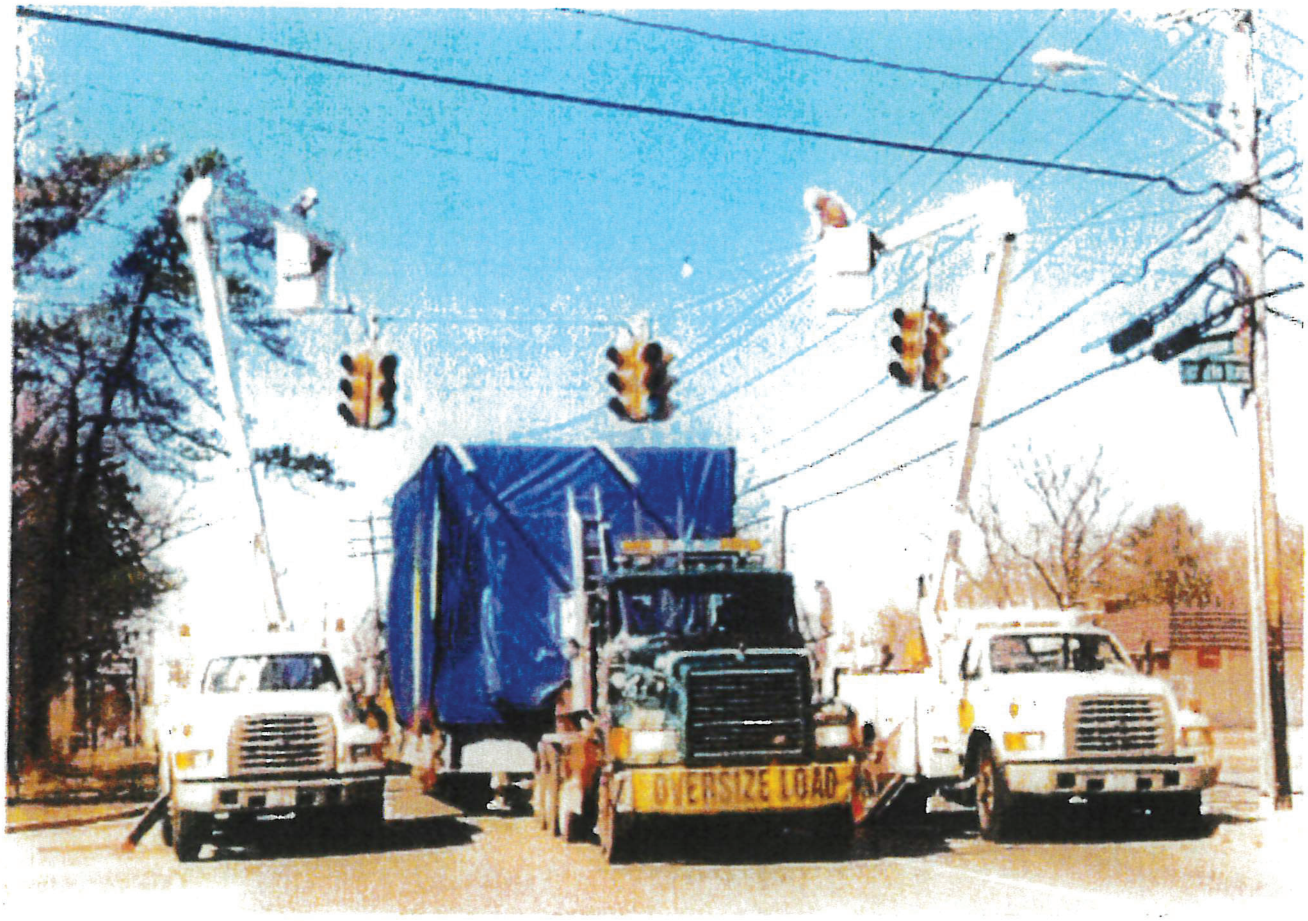
Installation of 10 MVA transformer including oil fill and testing. Rockville Centre Power Authority, Maple Ave substation.

Hinck Electric currently has both the Northern and Southern Corridor contracts of NYSDOT's Region 10 INFORM Maintenance. INFORM is a computerized traffic management system, incorporating freeway surveillance using various types of vehicle detectors, variable message board information signs, ramp metering control, closed circuit television, and other various traffic control and communication equipment. The highways to be maintained include all major East West and North South Highways and Parkways on Long Island. The picture below is of that portion of Hinck Electric's truck fleet devoted exclusively for these INFORM Maintenance contracts.

Traffic signal relamp at Town of Brookhaven intersection. Hinck is a leading traffic signal maintenance contractor on Long Island, currently maintaining over 1000 signals - 24 hours a day, 7 days a week

Traffic Signal Relamp...

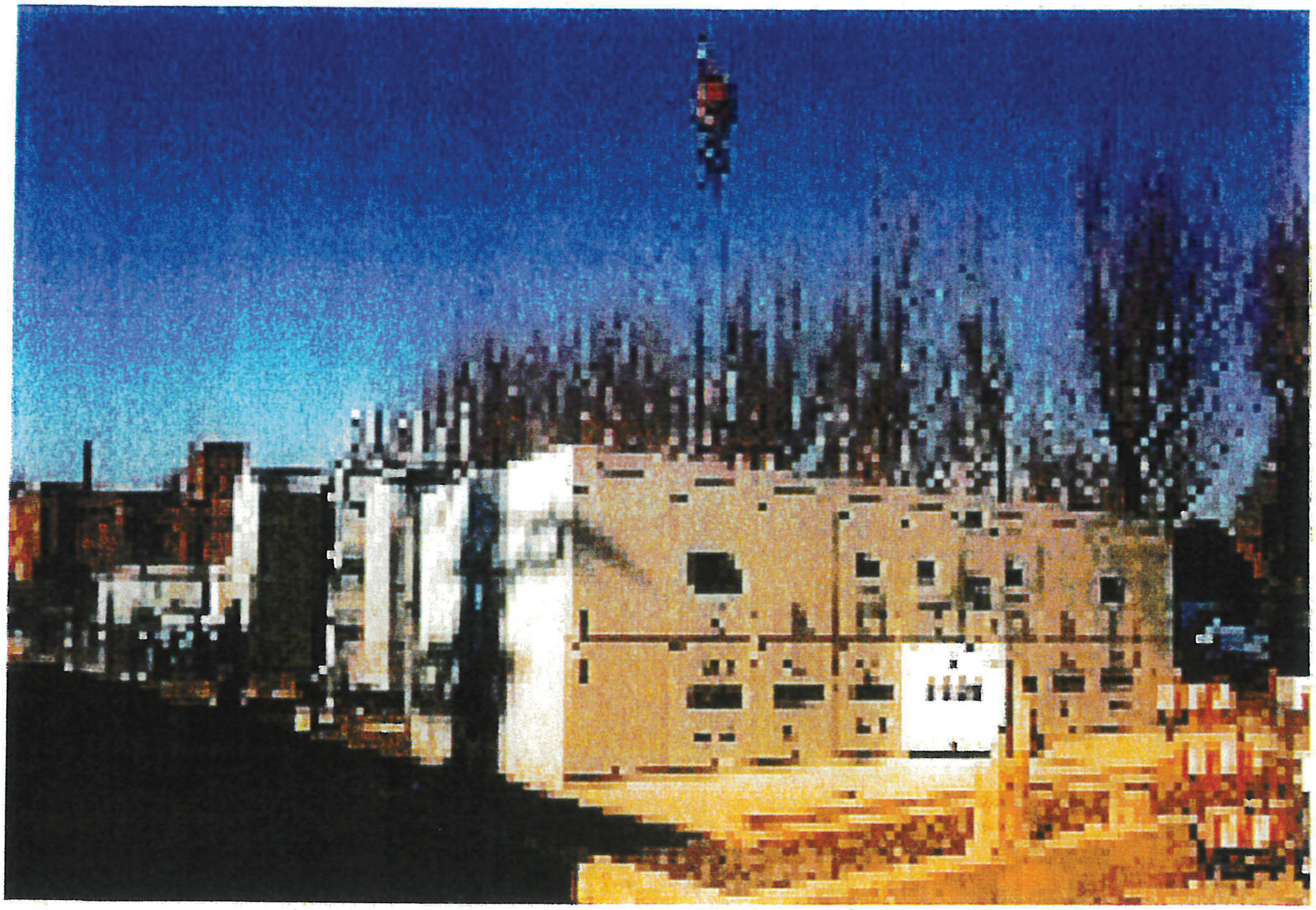
Installation Of 15KV 750MCM cable at Brookhaven National Laboratory. Part Of Hinck's highly acclaimed, three year upgrade project at BNL which included four brand new 13.8KV to 2.4KV substations, new 13.8KV and 2.4KV feeders, new ductbanks, and related high voltage splicing and terminations


OVERSIZE LOAD

Raising of signals on major roadway to accommodate oversized loads

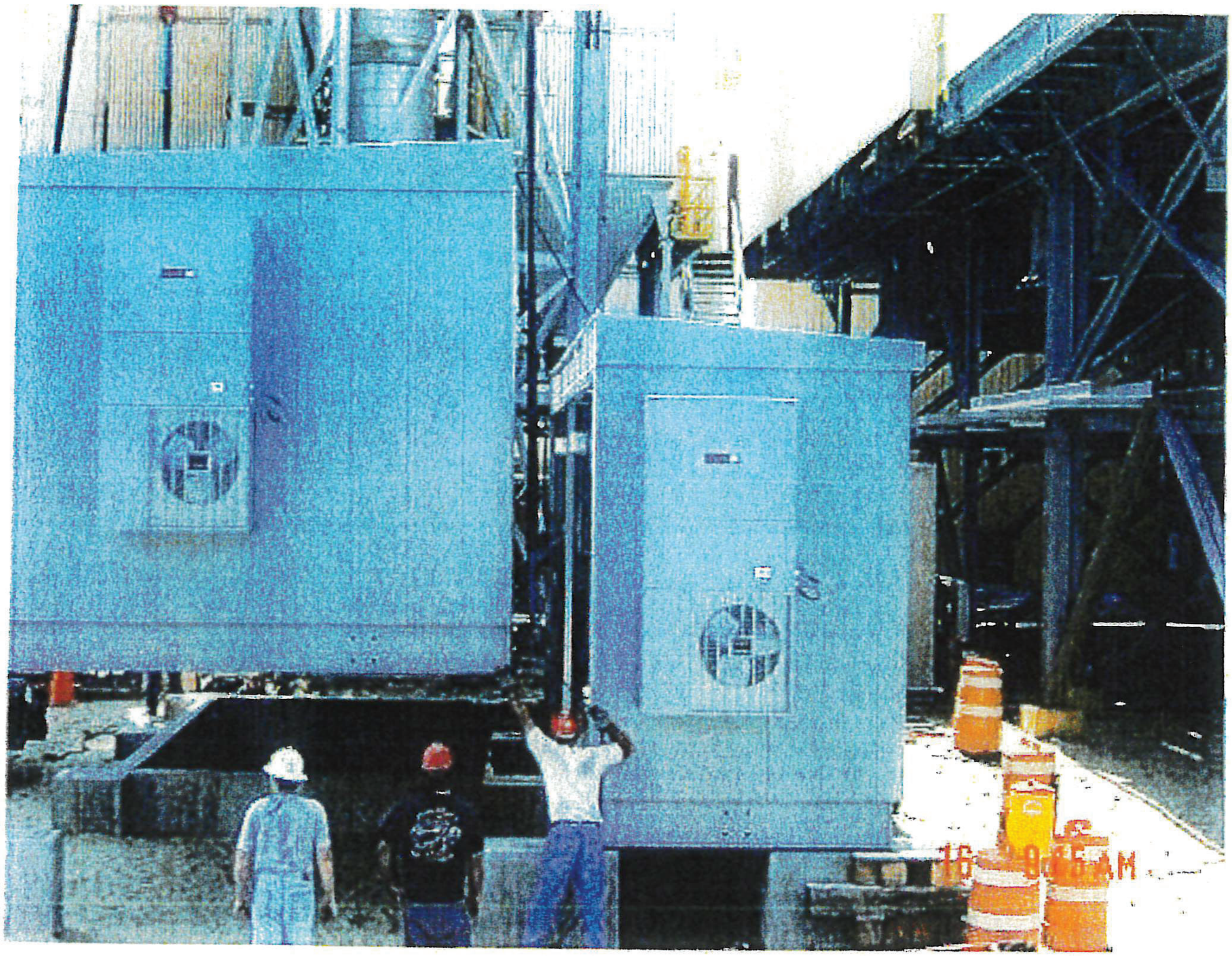
Installation of duct banks and Manholes at BNL NSLS-II project. This Federal Stimulus project located on 40 acres of property at Brookhaven National lab, will allow for unprecedented levels of examination regarding small particle discoveries. The site electrical work involved includes 8 unit substations, 5 miles of 1000MCM 15KV cable, 15 miles of 500MCM 600V cable, all with associated 6 and 4 duct banks, 3 site pump stations and 2-700KW emergency generators.

Installation of new 15KV, 10MVA substation Transformer and Switchgear at Brookhaven National Laboratory



Installation of substation switchgear for Rockville Center substation

Three completed Hinck Electrical projects. First, in the foreground, Long Beach Bascular span drawbridge rehabilitation completed for NYSDOT in 2004. Then, in background, Wreck Lead bridge over Reynolds Channel, where Hinck did the initial complete electrical installation back in 1988 for LIRR and then in 2009 Hinck did Submarine cable replacement directly for LIRR on this same bridge. All three projects included submarine cables and substantial overtime.



Installation of 2 piece Electrical Distribution Center Building #4 as part of Hinck's Design-build Electrical upgrade, Fan Replacement and Secondary Air projects at the Islip Resource Recovery Plant, Ronkonkoma, NY. Projects consisted of New Unit Substation, 1200KW Generator, EDC4(see photo), four large Variable Frequency Drives, complete instrumentation, mechanical work and all related conduit, feeders and civil work.

Hinck Electric is an expert at airport runway electrical work having completed numerous projects at Long Island's MacArthur, Republic and Gabreski Airports. One such project shown below involved the installation of elevated taxiway edge light transformer base at Republic airport Phase 2 reconstruction of taxiway bravo. (July 2010)

Hinck is currently the "go to" contractor for the installation of all red light cameras on Long Island. Hinck currently (as of 8/15/2010) has over 100 red light camera intersections fully operational and every day more are going up with completion of installation of all cameras throughout Nassau and Suffolk counties expected by early 2015. The picture shows Hinck's men installing red light cameras on their poles at a busy intersection in Nassau County,

New Cogeneration Plant at Perry Duryea NY State Office building, Hauppauge, NY, furnished and installed by Hinck Electric in 2010

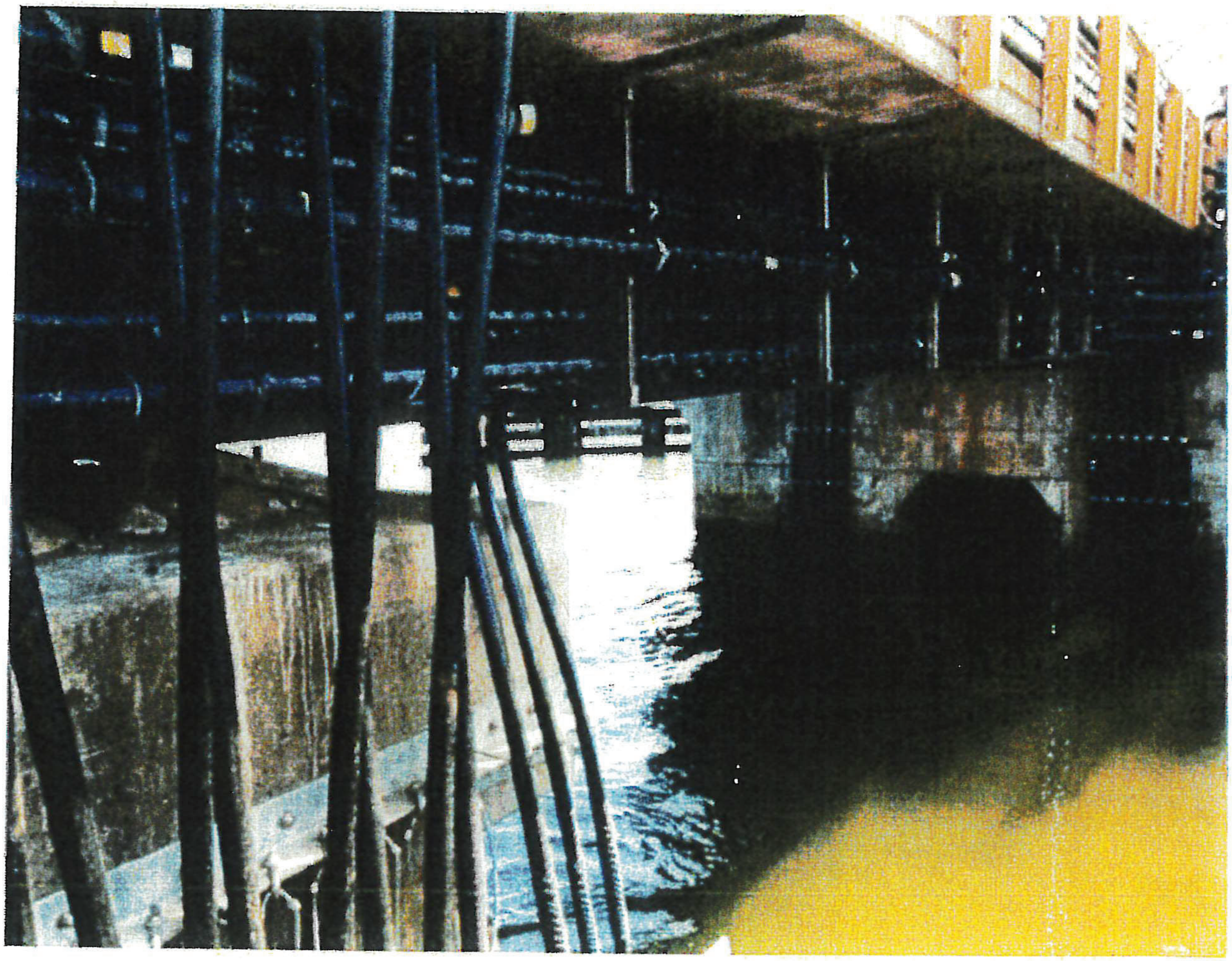
NYS INFORM Control Room, located in Hauppauge, NY. Hinck is responsible for maintaining this complete Island-wide 'Intelligent Transportation System (ITS)' for the NYSDOT

Installation of Switchgear at Bergen Point WWTP as confirmed by Sammy and Matty, April 2016

Fiber optic cable repair in progress on LIE service road. With our custom-manufactured and fully equipped Fiber optic trailer, Hinck is prepared for any multi-mode and single mode fiber installation and repair project.

Hinck has completed 4 different projects from 1998 to 2016 for the NYSDOT that have involved the installation of Solar Powered Scour Monitoring stations. In total we have installed over 100 of these units on 7 different Long Island bridges that have been deemed to be potentially vulnerable to underwater scouring of its piles.

Solar Panel Installation at one of the five Sachem School District schools Hinck is currently contracted to install



Completed installation of new submarine cables, underwater HDPE and fiberglass conduit for LIRR design build project at Wreck Lead bridge. Completed September 2017

Town of North Hempstead - Clinton Martin Pool - Complete renovation and rehabilitation of electrical systems, grounding, bonding and lighting systems including the furnishing and installation of 5 - 80' main pool Musco lights and 6 - 60' tennis court Musco lights in addition to 319 canopy lights, interior electrical renovation of all building facilities and mechanical rooms, new electrical service and distribution equipment. Anticipated completion - May 2018

HINCK
ELECTRICAL
CONTRACTOR

RONALD J. FIORIELLO
Project Manager, Long Island Rail Road

View (/media/commendations/Hinck Commendation Letter - Long Island Rail Road.pdf)

MOUSTAFA SAAD-ELDIN
P.E., Regional Bridge Maintenance Engineer

View (/media/commendations/Hinck Commendation Letter - New York State Department of Transportation - Regional Bridge Maintenance.pdf)

ROBERT F. ESLINGER, JR.
Hardesty & Hanover

View (/media/commendations/Hinck Commendation Letter - Hardesty and Hanover.pdf)

S. MUKHERJI
Brookhaven National Laboratory

View (/media/commendations/Hinck Commendation Letter - Brookhaven National Laboratory.pdf)

PAUL J. DIMARIA
Islip Resource Recovery Agency

View (/media/commendations/Hinck Commendation Letter - Islip Resource Recovery Agency.pdf)

PAUL J. PALLAS
Village of Rockville Center

View (/media/commendations/Hinck Commendation Letter - Village of Rockville Center.pdf)

PAUL MCDONALD
New York State Department of Transportation

View (/media/commendations/Hinck Commendation Letter - New York State Department of Transportation.pdf)

Primarily serving Long Island, as well as New York City's five boroughs, and upstate New York.

John Buck
President
john.buck@hinckelectric.com (mailto:john.buck@hinckelectric.com)
(https://www.linkedin.com/in/john-buck-94662511) LinkedIn Profile (https://www.linkedin.com/in/john-buck-94662511)

Paul Stram
Vice President - Traffic Division
paul.stram@hinckelectric.com (mailto:paul.stram@hinckelectric.com)

75 Orville Drive
Bohemia, NY 11716

Phone: (631) 277-7700

Fax: (631) 277-7833

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Department of Program Management
93-59 183 Street - Mail Code #3146
Hollis, NY 11423
(718) 558-3552

MTA Long Island Rail Road

March 31, 2009

John G. Buck, President
Hinck Electrical Contractors Inc.
75 Orville Drive
Bohemia NY, 11716

Re: Contract 5998 - POI2226 - Notification of Performance Evaluation
Wreck Lead Bridge Submarine Cable Replacement Project

Dear Mr. *Buck*:

I wish to commend you and your company for outstanding performance on the Wreck Lead Bridge submarine cable replacement project in Reynolds Channel, Long Beach, NY. You were able to meet difficult challenges throughout the project and the LIRR feels you have exceeded all expectations of performance.

I continually monitored your performance, particularly in the key areas of Safety, Quality, Scheduling, and Management *(Quality of Service and Deliverable and Management of consultants)*.

Hinck's progress and completion of the project met the contract duration and /milestones.

Your company complied with all contract safety requirements and guidelines. Hinck developed and implemented an accident prevention program as required by the contract.

Hinck complied with all testing requirements to insure that materials and workmanship achieved contractual requirements and specifications.

Hinck Electrical was timely; in correcting any noted deficiencies, in completing punch list work, and completing additional work and change order proposals.

Sincerely

Ronald J. Fioriello

Ronald J. Fiorello
Project Manager
Long Island Rail Road

Hardesty
&Hanover
engineering that moves you

1501 Broadway, Suite 310, New York, NY 10036
T 212.944.1150 • F 212.391.0297
www.hardesty-hanover.com

September 13, 2013

Re: *NCBA Atlantic Beach Bridge Over Reynolds Channel Electrical, Mechanical, Structural Rehabilitation.*

To Whom it may concern,

Hinck Electric, in the early summer of 2012, had installed a broad band Ethernet link between PLCC's in each bridge tower so as to maintain operational communication between the towers as there were no spare communication conductors available in the submarine cable. The work done by Hinck included a site survey to assure no conflict with JFK approach guidance radios, placement to assure clear signal path during raised leaf operation of the bridge and IP addressing of radios to work with the PLCC system. In addition, Hinck has maintained this temporary system right up until the present time with it projected to be removed by Dec. of this year. Hinck did a very good job throughout not just on the installation and maintenance of the Ethernet Link but also on the complete electrical system rehabilitation of the entire bridge. I would highly recommend Hinck for any Ethernet work you may have as well as Bascule Span Drawbridge electrical work.

Very truly yours,

HARDESTY & HANOVER

Robert F. Eslinger, Jr. PE.

ISLIP RESOURCE RECOVERY AGENCY 401 MAIN STREET, ISLIP, NEW YORK 11751 (631) 224-5644

November 13, 2006

To Whom It May Concern:

Hinck Electrical Contractors Inc. (Hinck) located at 75 Orville Drive, Suite1, Bohemia, NY 11716, recently completed three (3) projects for the Islip Resource Recovery Agency (IRRA) at the MacArthur Resource Recovery Facility (MRRF). The MRRF is an IRRA Waste-to-Energy facility located on Veterans Memorial Highway in Ronkonkoma, NY. The three (3) projects where as follows:

1. MacArthur Resource Recovery Facility Electrical Upgrade Project Contract No. IRRA 2004-2
2. MacArthur Resource Recovery Facility Fan Replacement Project Contract No. IRRA 2004-3
3. MacArthur Resource Recovery Facility Secondary Air System Project Contract No. IRRA 2004-6

The contract value for the three projects was approximately [redacted] Hinck's work quality and performance on these projects was excellent. The IRRA highly recommends Hinck Electrical Contractors, Inc. for any future projects.

Sincerely,

Paul Di

Paul J. DiMaria, P.E.
Chief Engineer

cc: file

Printed on Recycled Paper

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
ALBANY, N.Y. 12232
www.nysdot.gov

JOAN MCDONALD
COMMISSIONER

ANDREW M. CUOMO
GOVERNOR

December 12, 2012

Mr. John G. Buck
President
Hinck Electric
75 Orville Drive
Bohemia N.Y. 11716

Dear John,

After hurricane Sandy struck N.Y., we lost power to a large number of our bridges including all of our drawbridges. I was very much appreciative of Hinck Electric's response in making critical and immediate repairs to the submarine cable at the Loop Parkway drawbridge. Additionally, getting the temporary generator on line at the WSP drawbridge and performing repairs to the transfer switch at the MSP drawbridge were also of great benefit. Although I am sure that you had your hands full, Hinck Electric's immediate and effective response to our call for assistance allowed our crews to focus on, and resolve, other storm related issues. On behalf of Bridge Maintenance, I would like to thank you, but I would also like to say a special thank you to the men that went out and did all of the good work, namely: Pete Bonziglia, Pat Bonziglia, Carlos Dominguez and Tommy Thompson.

Sincerely,

Paul McDonald
Assistant Regional Bridge Maintenance Engineer

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
250 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788-5518

SUBIMAL CHAKRABORTI, P.E.
REGIONAL DIRECTOR

JOSEPH H. BOARDMAN
COMMISSIONER

October 19, 2004

Mr. John Buck
Hinck Electrical Contractor, Inc.
160 Irish Lane
Islip Terrace, NY 11752

Dear John:

On behalf of the Department of Transportation, I would like to thank you for the outstanding service your company provided as an electrical contractor servicing our Region's bascule bridges. Whenever services were requested, your company responded in a timely and professional manner. Your staff was very knowledgeable and friendly. We look forward to doing more work with your company in the future.

Very Truly Yours,

MOUSTAFA SAAD-ELDIN, P.E.
Regional Bridge Maintenance Engineer

MSE:RL

Building 134C
P.O. Box 5000
Upton, NY 11973-5000
Phone 631 344-5279
Fax 631 344-2884
mukherji@bnl.gov

BROOKHAVEN
NATIONAL LABORATORY

managed by Brookhaven Science Associates
for the U.S. Department of Energy

Memo

date: *October 7, 2003*

to: *E. T. Murphy*

from: *S. Mukherji* S Mukherji

subject: *Teamwork*
Electrical System Modifications – Phase II
Project Completion

The Electrical System Modifications – Phase II project is now complete. It was my privilege to be a part of an excellent team that took this project through the conceptual, design, planning and execution stages to its successful completion.

My appreciation goes to Abass Wessen, whose design documents translated into a construction package that is now successfully operating as a much improved electrical infrastructure for the Laboratory. Helping the effort was Roy Butler's inspection services.

The contractor's performance, especially that of Hinck Electric Company's supervisor, Tom Thompson, is commendable. The construction work was carried out over a two-year period, without any safety violations and without any major technical deficiency.

Last but not the least, Plant Engineering's Line Crew support was invaluable. John Dowd, Jim Boomer and their whole group worked tirelessly to prepare for temporary power and electrical shutdowns to support the construction effort. John and Jim were the extra set of eyes and hands that were vigilant in testing, checking and correcting the extensive activities that continued for two years. Their support at any hour of the day or night was instrumental in bringing this project to a successful completion.

The final shutdown work that extended to every weekend during the months of August and September, often continuing past midnight, has been stressful but was performed in a great spirit of cooperation. My heartfelt appreciation goes to you all.

I thank my Managers, Gregg Flett and Marty Fallier, for their expert guidance throughout the project, and all the co-workers in E&CS for their help, whenever it was needed.

SM/cs:ml
cc: R. Aikman
J. Boomer
J. Buck (Hinck)
R. Butler
J. Dowd
M. Fallier
G. Flett
A. Wessen

VILLAGE OF ROCKVILLE CENTRE
P.O. BOX 950
ROCKVILLE CENTRE, N. Y. 11571-0950

EUGENE J. MURRAY, Mayor
EUGENE A. YOURCH, Trustee
FRANCIS A. COSGROVE, Trustee
PETER M. RUBIN, Trustee
JAMES R. FARRELL, Trustee

1893

PATRICK J. HESTER
SUPERINTENDENT OF
ELECTRIC UTILITIES

516/678-9211
FAX #: 516/678-9204

May 10, 1995

Hinck Electrical Contracting
160 Irish Lane
Islip Terrace, NY 11752

Att: John Buck, Jr.

Dear Mr. Buck:

This will serve as a letter of reference for work performed by Hinck Electrical Contracting for the Village of Rockville Centre's recently completed substation project.

The project involved the construction of two electric substations: one, a 33kV open air substation that serves as a supply point for the Village's electric system; the other, a 33kV to 4kV distribution substation. The project required concurrent construction of both sites.

Hinck's performance on this project met all expectations. The personnel assigned to this project were qualified to perform the work required during all phases of construction. The level of cooperation between the contractor's personnel and the Village was above average.

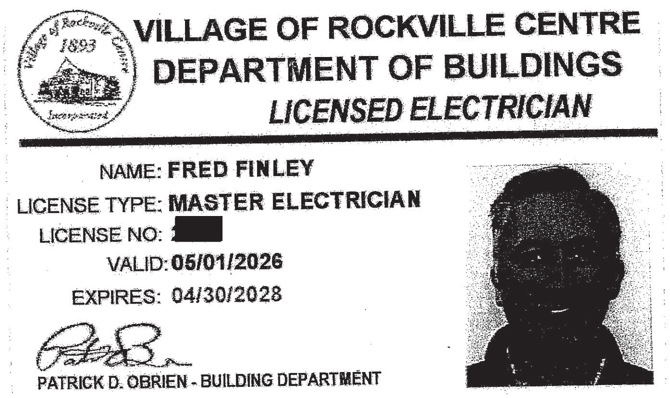
I would not hesitate to recommend Hinck Electrical Contracting for work similar to the project at our two substation sites.

Very truly yours,

PAUL J. PALLAS
Deputy Supt. of Utilities

PJP:fm

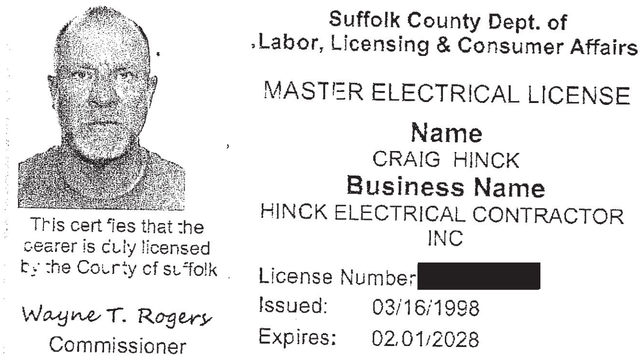
ELECTRIC DEPARTMENT, 110 MAPLE AVENUE



VILLAGE OF ROCKVILLE CENTRE
DEPARTMENT OF BUILDINGS
LICENSED ELECTRICIAN

NAME: **FRED FINLEY**
LICENSE TYPE: **MASTER ELECTRICIAN**
LICENSE NO: [redacted]
VALID: **05/01/2026**
EXPIRES: 04/30/2028

PATRICK D. OBRIEN - BUILDING DEPARTMENT



Suffolk County Dept. of
Labor, Licensing & Consumer Affairs

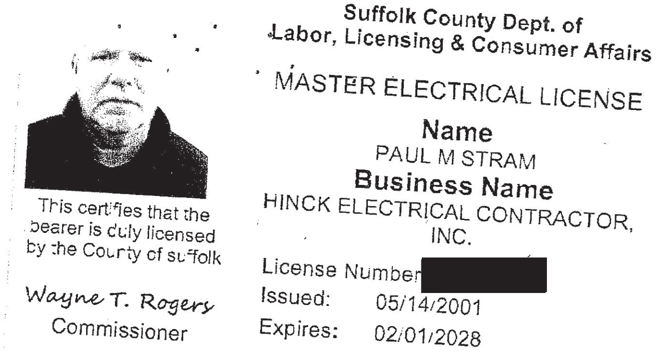
MASTER ELECTRICAL LICENSE

Name
CRAIG HINCK
Business Name
HINCK ELECTRICAL CONTRACTOR
INC

License Number [redacted]
Issued: 03/16/1998
Expires: 02/01/2028

This certifies that the bearer is duly licensed by the County of suffolk

Wayne T. Rogers
Commissioner



Suffolk County Dept. of
Labor, Licensing & Consumer Affairs

MASTER ELECTRICAL LICENSE

Name
PAUL M STRAM

Business Name
HINCK ELECTRICAL CONTRACTOR, INC.

License Number [redacted]
Issued: 05/14/2001
Expires: 02/01/2028

This certifies that the bearer is duly licensed by the County of suffolk

Wayne T. Rogers
Commissioner

DEPARTMENT OF BUILDINGS
SAFETY INSPECTION AND ENFORCEMENT
TOWN OF NORTH HEMPSTEAD, MANHASSET, NY
Stephen N. Haramis, CPCA Commisioner of Buildings

License Type Master Electrician

COP

Joseph Flanagan
Hinck Electrical Contractor Inc
[redacted]

License Number [redacted]

Date Issued 10/10/2025
Renewal Date 12/31/2028

Having given satisfactory evidence of competency, the above licensee is hereby licensed in accordance with Chapter 2 of the Code of Town of North Hempstead, subject to the provisions of said code and all laws or ordinances applicable thereto.

W.B.T.

Member, Examining Board of Electricians

(ME09-003149;) Number of Vehicles Registering: 01

Town of Hempstead
Building Department
One Washington Street
Hempstead, NY 11550
(516) 538-8500

Master Electrician's License

License No.[redacted]

Date Issued: October 30, 2024

STRAM, PAUL M.
HINCK ELECTRICAL CONTR.INC.
75 ORVILLE DRIVE STE. 1
BOHEMIA, NY, 11716

Renewal License Expiration Date: December 31, 2027

License Year: 2002

Having given satisfactory evidence of competency is hereby licensed as a Master Electrician in accordance with the Electrical Code of the Town of Hempstead subject to the said provisions of said Electrical Code and Laws and Ordinances applicable thereto.

Daniel J. Leo

Deputy Commissioner of Buildings
Daniel J. Leo
Deputy Commissioner

Chairman, Electricians Examining Board

INCORPORATED VILLAGE OF MINEOLA
DEPARTMENT OF BUILDINGS
155 Washington Avenue
Mineola, NY 11501
Tel: (516) 746-0750   Fax: (516) 888-7616

License To Do Business

License No. [redacted]

A License, pursuant to Article II of the Village Law granted to: Electrical License

Name: Fred Finley

Company: Hinck Electrical Contractor, Inc. (631) 277-7700

Dated From: 01/06/2026 **Date To:** 12/31/2027

FEE: Electrical License **Dated:** 01/06/2026

Approved by: MB ②

PLEASE TAKE NOTICE that this license is issued pursuant to the General Ordinances of the Village of Mineola, NY and is revocable; any violation of the State law, or any violation of the Village Ordinances of the Village of Mineola, N.Y., or any order or direction of the Board of Trustees of Mineola, N.Y., or the Police Department, will subject the holder thereof to its immediate revocation.

PLEASE TAKE FURTHER NOTICE that this permit is issued to the person whose name appears on the face hereof and is not assignable.

Signature of Holder

This is to certify that – Renewal No. [redacted] License No. [redacted]

Roy Hinck

Licensed Electrician

Having given satisfactory evidence of competency, is hereby licensed as a Master Electrician in accordance with Electrical Code of the Village of Westbury pertaining to Electrical Work subject to the provisions of said Code and all Laws or Ordinances applicable thereto.

This License Expires December 31, 2027

Examining Board of Electricians

Village of Cedarhurst

NASSAU COUNTY, NEW YORK

MAYOR
BENJAMIN WEINSTOCK

BOARD OF TRUSTESS
ARI BROWN, DEPUTY MAYOR
MYRNA ZISMAN
ISRAEL WASSER
DANIEL PLAUT

200 CEDARHURST AVENUE
CEDARHURST, NY 11516
516-295-5770
FAX 516-295-1077

www.cedarhurst.gov
email village@cedarhurst.gov
building@cedarhurst.gov

RECEIVED
APR 0 2 2026

BY: ....

ELECTRICAL LICENSE

Hinck Electrical Contractor
Roy Hinck
75 Orville Drive, Suite 1
BOHEMIA, NY 11716

Type of License: Electrical

Date: 03/31/2026

License Information

License Number	**Expiration Date**
[redacted]	05/31/2027

Payment Information

Amount	**Payment Type**	**Receipt Number**
$150	CHECK 096989	2026-0446

By____________________________

License No. [redacted]

Electrician's License
Town of Oyster Bay

Department of Planning and Development

Town Hall

Oyster Bay, New York 11771

Date Expires 12/31/2027
Date Issued 9/30/2024

IS A DULY LICENSED ELECTRICIAN AND IS AUTHORIZED TO DO ELECTRIC WORK IN THE TOWN OF OYSTER BAY

Name ANDREW FERRIZZ
Fee Paid $150.00
Address [redacted]

TOBDPD – Electrician's License – Electrician's Copy

Commissioner
Department of Planning and Development

ELECTRICAL LICENSE

THE INCORPORATED VILLAGE OF MALVERNE

THIS LICENSE IS SUBJECT TO ALL VILLAGE ORDINANCES AND MAY BE REVOKED FOR ANY VIOLATION

No BD: [redacted]

This is to certify that

FRED FINLEY
75 ORVILLE DRIVE SUITE 1
BOHEMIA NY 11716

having in accordance with the provision of VILLAGE ORDINANCE:

paid the fee of $200.00

an ELECTRICAL LICENSE is hereby granted unto him/them.

within the said VILLAGE for the period ending in 12/31/2027.

Superintendent of Buildings

DEPARTMENT OF BUILDINGS
SAFETY INSPECTION AND ENFORCEMENT
TOWN OF NORTH HEMPSTEAD, MANHASSET, NY
Glenn Norjen Stephen Haramis, DEPUTY BUILDING COMMISSIONERS

Frederick Finley IV
B&F Electric
60 N Park Ave Ste 204
Rockville Centre NY 11570-4159

License Type	**Electrician Reciprocal**
License Number	[redacted]
Date Issued	**02/03/2025**
Renewal Date	**12/31/2027**

Having given satisfactory evidence of competency, the above licensee is hereby licensed in accordance with Chapter 2 of the Code of Town of North Hempstead, subject to the provisions of said code and all laws or ordinances applicable thereto.

Member, Examining Board of Electricians

Number of Vehicles Registering: 01

	$160.00
Convenience Fee:	$4.72
Amount Received:	$164.72

VILLAGE OF EAST HILLS
209 Harbor Hill Road, East Hills, NY 11576
Telephone (516) 621-5600 | Fax (516) 625-8736

CERTIFICATE OF CONTRACTOR REGISTRATION

Electrical Contractor

REGISTRATION NUMBER:	VEH26-0016
REGISTRATION ISSUED TO:	Hinck Electrical Contractor Inc.
COMPANY NAME:	Hinck Electrical Contractor, Inc.
VALID FROM:	01/01/2026
VALID THROUGH:	12/31/2026
REGISTRATION ISSUED BY:	Kasey Sternbach

This registration is NON-TRANSFERABLE

UNIQUE ID NUMBER
12000007653

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 1554476

EFFECTIVE DATE

MO.	DAY	YR.
11	24	24

EXPIRATION DATE

MO.	DAY	YR.
11	23	26

PURSUANT TO THE PROVISIONS OF ARTICLE 6D OF THE GENERAL BUSINESS LAW AS IT RELATES TO THE BUSINESS OF INSTALLING, SERVICING, OR MAINTAINING SECURITY OR FIRE ALARM SYSTEMS.

HINCK ELECTRICAL CONTRACTOR IN
75 ORVILLE DR
STE 1
BOHEMIA, NY 11716

HAS BEEN DULY LICENSED TO ENGAGE IN THE BUSINESS OF INSTALLING, SERVICING, OR MAINTAINING SECURITY OR FIRE ALARM SYSTEMS

QUALIFIER: HINCK ROY

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

WALTER T. MOSLEY
SECRETARY OF STATE

VOID

DOS-1098 (Rev. 3/01)

DEPARTMENT OF BUILDINGS
SAFETY INSPECTION AND ENFORCEMENT
TOWN OF NORTH HEMPSTEAD, MANHASSET, NY
JOHN NIEWENDER, BUILDING COMMISSIONER

License Type	**Master Electrician**
License Number	[redacted]
Date Issued	**08/29/2023**
Renewal Date	**12/31/2026**

Roy Hinck
Hinck Electrical Contractor
75 Orville Dr Ste 1
Bohemia NY 11716-2500

Having given satisfactory evidence of competency, the above licensee is hereby licensed in accordance with Chapter 2 of the Code of Town of North Hempstead, subject to the provisions of said code and all laws or ordinances applicable thereto.

Amorese

Member, Examining Board of Electricians

Number of Vehicles Registering: 02

William Titterton

Town of Hempstead
Building Department
One Washington Street
Hempstead, NY 11550
(516) 538-8500

Master Electrician's License

License No. [redacted]
Account No. 6,842
Date Issued: December 7, 2023
Fee Paid: $150.00

HINCK, ROY
HINCK ELECT CONT INC
75 ORVILLE DRIVE STE.1
BOHEMIA,NY, 11716

Renewal License Expiration Date: December 31, 2026
License Year: 71

Having given satisfactory evidence of competency is hereby licensed as a Master Electrician in accordance with the Electrical Code of the Town of Hempstead subject to the said provisions of said Electrical Code and Laws and Ordinances applicable thereto.

Acting Commissioner of Buildings
Frederick A Jawitz
Acting Commissioner

Chairman Electrician's Examining Board

VILLAGE OF LAWRENCE

NASSAU COUNTY, NEW YORK

License # [redacted]
Fee: $ 250.00
Expiration Date: 12/31/2026

This hereby certifies that

Roy Hinck
75 Orville Drive, Suite 1
Bohemia, New York 11716

Is granted the following license

Village Electrical

This license is issued subject to the strict observance of all laws, ordinances and regulations enacted for the protection of the Village, so far as they may apply, and is subject to revocation at any time by the Village Administrator in the event of failure of the licensee to comply with any of the terms or conditions upon which same is granted.

This is a personal license and is not assignable.

Dated: 12/15/2025

Village Administrator

Town of Hempstead
Building Department
One Washington Street
Hempstead, NY 11550
(516) 538-8500

Master Electrician's License

License No. [redacted]

Account No. 6,255

Date Issued: November 22, 2023

Fee Paid: $150.00

FINLEY IV, FREDERICK B.
B & F ELECTRIC, INC.
60 NORTH PARK AVENUE, SUITE 204
ROCKVILLE CENTER,NY, 11570

Renewal License Expiration Date: December 31, 2026

License Year: 2008

Having given satisfactory evidence of competency is hereby licensed as a Master Electrician in accordance with the Electrical Code of the Town of Hempstead subject to the said provisions of said Electrical Code and Laws and Ordinances applicable thereto.

Acting Commissioner of Buildings
Frederick A Jawitz
Acting Commissioner

Chairman Electrician's Examining Board

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [X] NO [ ] If yes, to what campaign committee?

We contributed to the Bruce Blakeman campaign

Electronically signed and certified at the date and time indicated by:
John G. Buck [JOHN.BUCK@HINCKELECTRIC.COM]

Dated: 07/14/2026 08:34:25 am

Vendor: Hinck Electrical Contractor, Inc.

Title: President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: John G. Buck
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 75 Orville Drive, Suite 1
City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716
Country US
Telephone: 631-277-7700

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

List of other addresses and telephone numbers attached

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

President	01/13/1986	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 [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 [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Buckjord LLC this company never operated as a business since 2014

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, John G. Buck , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Hinck Electrical Contractor, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
John G. Buck JOHN.BUCK@HINCKELECTRIC.COM

President
Title

07/14/2026 08:26:05 am
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Paul Stram
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State4Province4 Territory: [redacted] 6ip4Postal Code: [redacted]
Country: US

Business Address: 39 Orville Drive, Suite 1
City: Bohemia State4Province4 Territory: NY 6ip4Postal Code: 11312
Country US
Telephone: 271G333300

Other present address(es):
City: State4Province4 Territory: 6ip4Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Etec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	074084G0G1		
(Other)			

7. Do you have an equity interest in the business submitting the questionnairex
YES ?[NO ?X[If Yes, provide details.

6. 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 questionnairex
YES ?[NO ?X[If Yes, provide details.

9. Within the past 7 years, have you been a principal owner or officer of any business or no] or-profit organifiation other than the one submitting the questionnairex
YES ?[NO ?X[If Yes, provide details.

2. Has any governmental entity awarded any contracts to a business or organifiation listed in Section 9 in the past 7 years while you were a principal owner or officerx
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 zYESz. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

3. In the past (9) years, have you and4or any affiliated businesses or not-for-profit organifiations listed in Section 9 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agencyx
   YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

   b. Been declared in default and4or terminated for cause on any contract, and4or had any contracts cancelled for causex
   YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and4or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standardsx
   YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with itj and4or is any action pending that could formally debar or otherwise affect such business;s ability to bid or propose on contractx
   YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

8. Have any of the businesses or organifiations listed in response to Question 9 filed a bankruptcy petition and4or been the subfect of involuntary bankruptcy proceedings during the past 3 years, and4or for any portion of the last 3 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 3 years ago and4or is any such business now the subfect of any pending bankruptcy proceedings, whenever initiatedx
YES ?[NO ?X[If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check zYesz. If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

/.

   a. Is there any felony charge pending against youx
   YES ?[NO ?X[If yes, provide an ettplanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 9 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 9 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 9 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 9?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 9 years has any business or organization listed in response to Question 9, 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 an explanation of the circumstances and corrective action taken.

1G. In the past 9 years, have you or this business, or any other affiliated business listed in response to Question 9 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 an explanation of the circumstances and corrective action taken.

17. For the past 9 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 an explanation of the circumstances and corrective action taken.

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

I, Paul Stram, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Hinck Electrical Contractor, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Paul Stram PAUL.STRAM@HINCKELECTRIC.COM

Vice President
Title

064024G0G2 0G:99:6/ pm
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Hinck Electrical Contractor, Inc.

Address: 75 Orville Drive, Suite 1

City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716

Country: US

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

3. Type of Business: Other (specify) S-Corp

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

1 File(s) uploaded: Corp Struc.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

John G. Buck [redacted]

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

None

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

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

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

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):

We are not registered with any lobbyist

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

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

Electronically signed and certified at the date and time indicated by:
John G. Buck [JOHN.BUCK@HINCKELECTRIC.COM]

Dated: 07/14/2026 08:30:07 am

Title: President

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

Corporate Structure of Hinck Electrical Contractor, Inc.

July 14, 2026

The ownership and corporate officers of Hinck Electrical Contractor, Inc. are as follows:

John G. Buck	[redacted]	President	[redacted]
Paul Stram	[redacted]	Vice President	

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: January 12, 2026

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number: **T62462-01G**
Title: **Traffic Signal Expansion Phase 10 Construction - PIN 0761.25**
Engineer's Estimate: **$18,325,488.50**
Bids Received On: **September 30, 2025**

The bids received for the above referenced contract have been examined and the bid submitted by "**Hinck Electrical Contractor, Inc.**" in the amount of $17,112,868.35 is acceptable as the lowest bid (see the attached bid tabulation).

The low bid by Hinck Electrical Contractor, Inc. of Long Island is 6.6% lower than the engineer's estimate (Capital Project Number 62462- PIN 0761.25). Currently the required funds are included in the Capital Plan, Capital Project Number 62462. The Department will process the contract to coincide with the approval of the associated Bond Ordinance.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:JGP:HTL:pl
Attachments
c: Joseph G. Pecora, Deputy Commissioner
Concetta Petrucci, Assistant Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Daniel Winkelman, Assistant Director of Traffic Engineering
Christopher Liberti, Traffic Engineer III

APPROVED:

1/12/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

S:\SAN\Support Staff\Author\Liberti, Christopher\Hinck Electrical T62462-01G ROA Traffic Signal Phase 10.cl.doc

Nassau DPW B.I.D.S - Summary of Bid Opening

9/30/2025

T62462-01G - Traffic Engineering

Traffic Signal Expansion Phase 10 PIN 0761.25

Bid Opening: 9 /30/2025

Engineer: Christopher Liberti, **Phone:** (516) 571-3930

Contractor	**Address**	**Insurance**	**Payment**	**Bid Amount**	**Alternate Bid**
Hinck Electrical Contractor, Inc.	75 Orville Drive,Ste 1 Bohemia, NY 11716	Fidelity & Deposit Company of	10% of Bid Amount	$17,112,083.11	$0.00
Welsbach Electric Corp. of Long Island	300 Newtown Road Plainview, NY 11803	Travelers Casualty and Surety of	10% of Bid Amount	$17,220,000.00	$0.00
Commander Electric, Inc.	P.O. Box 526 500 Johnson Avenue Bohemia, NY 11716	Liberty Mutual Insurance Comp	10% of Bid Amount	$18,650,349.80	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

PREPARED BY
NCDPW

MEMORANDUM OF BIDS

Nassau County Department of Public Works

Computation Verified by: JB

Date: 12/31/25

Contract No. T62462-01G

Bid Opening Date: September 30, 2025

Contract Description: Traffic Signal Improvements- Long Beach Road

Bidders in Rank Order:

Rank	Bidder Name	Bid Amount
	Engineer's Estimate (EE)	$18,325,488.50
1.	Hinck Electrical Contractor, Inc.	$17,112,868.35
2.	Welsbach Electric Corp. of Long Island	$17,220,000.00
3.	Commander Electric, Inc.	$18,650,349.80
	Percent Difference:	6.6% Below EE

The Lowest Responsible Bidder: Hinck Electrical Contractor, Inc.

Low Bid: $17,112,868.35

(X) I recommend the award of the above contract to the lowest responsible bidder

( ) I recommend rejection of all bids

Date: 12/31/25 Signature: Chris Liberti

NCDPW – Project Manager: Christopher Liberti - Traffic Engineer III

Department of Public Works
Nassau County

Bid Summary for Contract: T62462-01G / NYSDOT PIN: 0761.25
Nassau County Traffic Signal Expansion Phase 10
Bid Attempt Number: 1

Advertising Dates: 08/06/2025-09/26/2025
Bid Opening Date: 09/30/2025
Project Manager: Christopher Liberti

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	$80.00	10	$800.00	$134.00	$1,340.00	67.5%	$132.00	$1,320.00	65.0%	$132.00	$1,320.00	65.0%
203.06	SELECT FILL	CY	$110.00	20	$2,200.00	$161.00	$3,220.00	46.4%	$155.00	$3,100.00	40.9%	$158.00	$3,160.00	43.6%
206.03010010	CONDUIT EXCAVATION AND BACKFILL - (RESTORING TOP SURFACES NOT INCLUDED)	LF	$40.00	14,455	$578,200.00	$11.00	$159,005.00	-72.5%	$12.00	$173,460.00	-70.0%	$11.00	$159,005.00	-72.5%
206.03100010	TRAFFIC SIGNAL CONDUIT EXCAVATION AND BACKFILL	LF	$260.00	550	$143,000.00	$214.00	$117,700.00	-17.7%	$220.00	$121,000.00	-15.4%	$210.00	$115,500.00	-19.2%
206.05	TEST PIT EXCAVATION	EACH	$1,100.00	16	$17,600.00	$1,050.00	$16,800.00	-4.5%	$1,100.00	$17,600.00	0.0%	$1,024.00	$16,384.00	-6.9%
404.0981	9.5 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION	TON	$400.00	705	$282,000.00	$348.00	$245,340.00	-13.0%	$360.00	$253,800.00	-10.0%	$342.00	$241,110.00	-14.5%
404.2589	25 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION	TON	$450.00	4,396	$1,978,200.00	$401.00	$1,762,796.00	-10.9%	$420.00	$1,846,320.00	-6.7%	$394.00	$1,732,024.00	-12.4%
407.0102	DILUTED TACK COAT	GAL	$5.50	3,453	$18,991.50	$5.35	$18,473.55	-2.7%	$6.00	$20,718.00	9.1%	$6.00	$20,718.00	9.1%
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	LF	$5.50	16,161	$88,885.50	$3.25	$52,523.25	-40.9%	$4.00	$64,644.00	-27.3%	$4.00	$64,644.00	-27.3%
520.09000010	SAW CUTTING ASPHALT CONCRETE	LF	$10.25	15,000	$153,750.00	$5.35	$80,250.00	-47.8%	$6.00	$90,000.00	-41.5%	$6.00	$90,000.00	-41.5%
560.70000008	BRICK FACING	SF	$135.00	15	$2,025.00	$107.00	$1,605.00	-20.7%	$110.00	$1,650.00	-18.5%	$105.00	$1,575.00	-22.2%
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY	$1,300.00	5	$6,500.00	$1,285.00	$6,425.00	-1.2%	$1,300.00	$6,500.00	0.0%	$1,260.00	$6,300.00	-3.1%
608.01050010	CONCRETE SIDEWALKS - UNREINFORCED (GRADING INCLUDED)	CY	$1,590.00	278	$442,020.00	$1,172.00	$325,816.00	-26.3%	$1,220.00	$339,160.00	-23.3%	$1,150.00	$319,700.00	-27.7%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
608.01050109	CURB RAMP CONFIGURATION TYPE 1	EACH	$7,500.00	12	$90,000.00	$6,688.00	$80,256.00	-10.8%	$6,750.00	$81,000.00	-10.0%	$6,563.00	$78,756.00	-12.5%
608.01050209	CURB RAMP CONFIGURATION TYPE 2	EACH	$8,100.00	15	$121,500.00	$6,688.00	$100,320.00	-17.4%	$6,750.00	$101,250.00	-16.7%	$6,563.00	$98,445.00	-19.0%
608.01050309	CURB RAMP CONFIGURATION TYPE 3	EACH	$10,010.00	11	$110,110.00	$9,100.00	$100,100.00	-9.1%	$9,200.00	$101,200.00	-8.1%	$8,925.00	$98,175.00	-10.8%
608.01050409	CURB RAMP CONFIGURATION TYPE 4	EACH	$9,500.00	26	$247,000.00	$9,100.00	$236,600.00	-4.2%	$9,200.00	$239,200.00	-3.2%	$8,925.00	$232,050.00	-6.1%
608.01050509	CURB RAMP CONFIGURATION TYPE 5	EACH	$11,600.00	15	$174,000.00	$9,416.00	$141,240.00	-18.8%	$9,500.00	$142,500.00	-18.1%	$9,240.00	$138,600.00	-20.3%
608.01050609	CURB RAMP CONFIGURATION TYPE 6	EACH	$13,900.00	1	$13,900.00	$11,235.00	$11,235.00	-19.2%	$11,500.00	$11,500.00	-17.3%	$11,025.00	$11,025.00	-20.7%
608.01050709	CURB RAMP CONFIGURATION TYPE 7	EACH	$12,300.00	6	$73,800.00	$9,416.00	$56,496.00	-23.4%	$9,500.00	$57,000.00	-22.8%	$9,240.00	$55,440.00	-24.9%
608.01050809	CURB RAMP CONFIGURATION TYPE 8	EACH	$9,400.00	29	$272,600.00	$6,688.00	$193,952.00	-28.9%	$6,800.00	$197,200.00	-27.7%	$6,563.00	$190,327.00	-30.2%
608.01050909	CURB RAMP CONFIGURATION TYPE 9	EACH	$9,500.00	24	$228,000.00	$6,688.00	$160,512.00	-29.6%	$6,800.00	$163,200.00	-28.4%	$6,563.00	$157,512.00	-30.9%
608.01051009	CURB RAMP CONFIGURATION TYPE 10	EACH	$9,000.00	2	$18,000.00	$8,025.00	$16,050.00	-10.8%	$8,100.00	$16,200.00	-10.0%	$7,613.00	$15,226.00	-15.4%
608.01051109	CURB RAMP CONFIGURATION TYPE 11	EACH	$7,300.00	10	$73,000.00	$6,425.00	$64,250.00	-12.0%	$6,500.00	$65,000.00	-11.0%	$6,295.00	$62,950.00	-13.8%
608.01051409	CURB RAMP CONFIGURATION TYPE 14	EACH	$10,000.00	2	$20,000.00	$8,025.00	$16,050.00	-19.8%	$8,100.00	$16,200.00	-19.0%	$7,875.00	$15,750.00	-21.3%
608.02010015	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR SIDEWALKS, CURB RAMPS AND CURBS	CY	$95.00	1,080	$102,600.00	$53.50	$57,780.00	-43.7%	$54.00	$58,320.00	-43.2%	$53.00	$57,240.00	-44.2%
608.02020015	OPTIONAL TYPE SUBBASE COURSE FOR SIDEWALKS, CURB RAMPS AND CURBS	CY	$40.00	786	$31,440.00	$26.80	$21,064.80	-33.0%	$30.00	$23,580.00	-25.0%	$27.00	$21,222.00	-32.5%
609.04010510	CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE VF6	LF	$80.00	133	$10,640.00	$69.80	$9,283.40	-12.8%	$70.00	$9,310.00	-12.5%	$69.00	$9,177.00	-13.8%
610.1403	TOPSOIL - LAWNS	CY	$130.00	137	$17,810.00	$107.00	$14,659.00	-17.7%	$110.00	$15,070.00	-15.4%	$105.00	$14,385.00	-19.2%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
610.1602	TURF ESTABLISHMENT - LAWNS	SY	$80.00	557	$44,560.00	$37.50	$20,887.50	-53.1%	$40.00	$22,280.00	-50.0%	$37.00	$20,609.00	-53.8%
610.19	WATERING VEGETATION	MGAL	$110.00	20	$2,200.00	$60.00	$1,200.00	-45.5%	$50.00	$1,000.00	-54.5%	$150.00	$3,000.00	36.4%
618.78100115	SECURITY BOLLARD FIXED, CAST IN PLACE, SHALLOW	EACH	$200.00	35	$7,000.00	$3,603.00	$126,105.00	1701.5%	$3,500.00	$122,500.00	1650.0%	$5,000.00	$175,000.00	2400.0%
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	$600,000.00	1	$600,000.00	$418,570.00	$418,570.00	-30.2%	$240,000.00	$240,000.00	-60.0%	$850,000.00	$850,000.00	41.7%
619.1611	MAINTAIN TRAFFIC SIGNAL EQUIPMENT, REQUIREMENT "A"	INT/MO	$250.00	936	$234,000.00	$274.00	$256,464.00	9.6%	$120.00	$112,320.00	-52.0%	$500.00	$468,000.00	100.0%
625.01	SURVEY OPERATIONS	LS	$160,000.00	1	$160,000.00	$12,000.00	$12,000.00	-92.5%	$5,000.00	$5,000.00	-96.9%	$100,000.00	$100,000.00	-37.5%
635.0103	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES	LF	$7.50	72,966	$547,245.00	$5.85	$426,851.10	-22.0%	$6.00	$437,796.00	-20.0%	$6.00	$437,796.00	-20.0%
635.0203	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LETTERS	EACH	$140.00	19	$2,660.00	$161.00	$3,059.00	15.0%	$165.00	$3,135.00	17.9%	$165.00	$3,135.00	17.9%
635.0303	CLEANING AND PREPARATION OF PAVEMENT SURFACES - SYMBOLS	EACH	$100.00	75	$7,500.00	$161.00	$12,075.00	61.0%	$165.00	$12,375.00	65.0%	$165.00	$12,375.00	65.0%
645.5101	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS	SF	$120.00	139	$16,680.00	$181.00	$25,159.00	50.8%	$120.00	$16,680.00	0.0%	$165.00	$22,935.00	37.5%
645.81	TYPE A SIGN POSTS	EACH	$500.00	62	$31,000.00	$396.00	$24,552.00	-20.8%	$475.00	$29,450.00	-5.0%	$890.00	$55,180.00	78.0%
645.85	POLE MOUNTED SIGN SUPPORT SYSTEM (BAND MOUNTED)	EACH	$160.00	7	$1,120.00	$1,437.00	$10,059.00	798.1%	$450.00	$3,150.00	181.3%	$1,762.00	$12,334.00	1001.3%
647.31	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)	EACH	$500.00	41	$20,500.00	$2,551.00	$104,591.00	410.2%	$350.00	$14,350.00	-30.0%	$1,110.00	$45,510.00	122.0%
647.51	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)	EACH	$170.00	15	$2,550.00	$2,095.00	$31,425.00	1132.4%	$150.00	$2,250.00	-11.8%	$1,160.00	$17,400.00	582.4%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
647.61	REMOVE & DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS & FOUNDATIONS (UNDER 30 SQ FT)	EACH	$230.00	14	$3,220.00	$612.00	$8,568.00	166.1%	$135.00	$1,890.00	-41.3%	$1,300.00	$18,200.00	465.2%
647.64	REMOVE AND DISPOSE HIGH CAPACITY TYPE A GROUND MOUNTED SIGN SUPPORT AND FOUNDATION	EACH	$500.00	15	$7,500.00	$3,245.00	$48,675.00	549.0%	$600.00	$9,000.00	20.0%	$1,530.00	$22,950.00	206.0%
662.60030008	ALTERING ELEVATION OF GAS VALVE BOXES	EACH	$340.00	8	$2,720.00	$1,605.00	$12,840.00	372.1%	$1,575.00	$12,600.00	363.2%	$1,575.00	$12,600.00	363.2%
662.62000010	RESETTING CASTINGS ON EXISTING UTILITY MANHOLES	EACH	$1,500.00	3	$4,500.00	$1,605.00	$4,815.00	7.0%	$1,575.00	$4,725.00	5.0%	$1,575.00	$4,725.00	5.0%
663.33	ADJUST EXISTING VALVE BOX ELEVATION	EACH	$620.00	6	$3,720.00	$1,605.00	$9,630.00	158.9%	$1,575.00	$9,450.00	154.0%	$1,575.00	$9,450.00	154.0%
670.1206	6 FT ALUMINUM SINGLE MEMBER BRACKET ARM	EACH	$1,700.00	5	$8,500.00	$915.00	$4,575.00	-46.2%	$800.00	$4,000.00	-52.9%	$800.00	$4,000.00	-52.9%
670.1208	8 FT ALUMINUM SINGLE MEMBER BRACKET ARM	EACH	$2,115.00	1	$2,115.00	$932.00	$932.00	-55.9%	$850.00	$850.00	-59.8%	$800.00	$800.00	-62.2%
670.1210	10 FT ALUMINUM SINGLE MEMBER BRACKET ARM	EACH	$3,000.00	2	$6,000.00	$1,415.00	$2,830.00	-52.8%	$900.00	$1,800.00	-70.0%	$850.00	$1,700.00	-71.7%
680.050200NA	FURNISH AND INSTALL VIDEO VEHICLE DETECTION EQUIPMENT	EACH	$12,000.00	5	$60,000.00	$12,643.00	$63,215.00	5.4%	$12,500.00	$62,500.00	4.2%	$14,015.00	$70,075.00	16.8%
680.110008NA	FURNISH AND INSTALL 8 FOOT SIGNAL POST	EACH	$2,100.00	72	$151,200.00	$2,444.00	$175,968.00	16.4%	$2,300.00	$165,600.00	9.5%	$1,580.00	$113,760.00	-24.8%
680.110010NA	FURNISH AND INSTALL 10 FOOT SIGNAL POST	EACH	$2,300.00	27	$62,100.00	$2,553.00	$68,931.00	11.0%	$2,400.00	$64,800.00	4.3%	$1,710.00	$46,170.00	-25.7%
680.130001NA	FURNISH AND INSTALL ELECTRICAL DISCONNECT / GENERATOR TRANSFER SWITCH	EACH	$2,000.00	6	$12,000.00	$2,110.00	$12,660.00	5.5%	$2,100.00	$12,600.00	5.0%	$1,000.00	$6,000.00	-50.0%
680.321001NA	FURNISH & INSTALL MODEL 2070 LX LITE CONTROLLER UNIT	EACH	$5,300.00	32	$169,600.00	$5,610.00	$179,520.00	5.8%	$5,000.00	$160,000.00	-5.7%	$5,132.00	$164,224.00	-3.2%

***** LOW BIDDER *****

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
680.332002NA	FURNISH & INSTALL MODEL 332 CABINET WITH AUXILIARY OUTPUT FILE AND EQUIPMENT	EACH	$21,000.00	5	$105,000.00	$20,864.00	$104,320.00	-0.6%	$19,000.00	$95,000.00	-9.5%	$18,500.00	$92,500.00	-11.9%
680.336002NA	FURNISH & INSTALL MODEL 336SX CABINET AND AUXILIARY EQUIPMENT	EACH	$18,000.00	27	$486,000.00	$19,111.00	$515,997.00	6.2%	$17,500.00	$472,500.00	-2.8%	$18,100.00	$488,700.00	0.6%
680.5001	POLE EXCAVATION AND CONCRETE FOUNDATION	CY	$2,100.00	305	$640,500.00	$2,212.00	$674,660.00	5.3%	$2,500.00	$762,500.00	19.0%	$2,885.00	$879,925.00	37.4%
680.5002	CONCRETE BASE FOR CONTROLLER CABINET	EACH	$4,750.00	7	$33,250.00	$5,168.00	$36,176.00	8.8%	$4,750.00	$33,250.00	0.0%	$5,216.00	$36,512.00	9.8%
680.51000010	ALTER ELEVATION OF PULLBOXES	EACH	$650.00	32	$20,800.00	$589.00	$18,848.00	-9.4%	$600.00	$19,200.00	-7.7%	$600.00	$19,200.00	-7.7%
680.51050010	PULLBOX, RECTANGULAR REINFORCED CONCRETE (26" X 18")	EACH	$2,400.00	126	$302,400.00	$2,610.00	$328,860.00	8.8%	$2,500.00	$315,000.00	4.2%	$2,800.00	$352,800.00	16.7%
680.51100010	CLEAN EXISTING PULLBOX	EACH	$450.00	62	$27,900.00	$423.00	$26,226.00	-6.0%	$425.00	$26,350.00	-5.6%	$415.00	$25,730.00	-7.8%
680.51400010	CONCRETE FIBER OPTIC PULLBOX	EACH	$5,500.00	9	$49,500.00	$6,043.00	$54,387.00	9.9%	$6,000.00	$54,000.00	9.1%	$6,300.00	$56,700.00	14.5%
680.520102	CONDUIT, METAL STEEL, ZINC COATED, 3/4"	LF	$20.00	369	$7,380.00	$20.00	$7,380.00	0.0%	$19.00	$7,011.00	-5.0%	$50.00	$18,450.00	150.0%
680.520104	CONDUIT, METAL STEEL, ZINC COATED, 1 1/4"	LF	$25.00	1,827	$45,675.00	$27.10	$49,511.70	8.4%	$24.00	$43,848.00	-4.0%	$52.00	$95,004.00	108.0%
680.520106	CONDUIT, METAL STEEL, ZINC COATED, 2"	LF	$30.00	904	$27,120.00	$32.40	$29,289.60	8.0%	$32.00	$28,928.00	6.7%	$56.00	$50,624.00	86.7%
680.520108	CONDUIT, METAL STEEL, ZINC COATED, 3"	LF	$45.00	11,432	$514,440.00	$49.40	$564,740.80	9.8%	$50.00	$571,600.00	11.1%	$60.00	$685,920.00	33.3%
680.53010010	CLEAN EXISTING CONDUIT	LF	$6.00	350	$2,100.00	$3.80	$1,330.00	-36.7%	$3.00	$1,050.00	-50.0%	$22.00	$7,700.00	266.7%
680.54	INDUCTANCE LOOP INSTALLATION	LF	$22.00	8,655	$190,410.00	$29.00	$250,995.00	31.8%	$16.00	$138,480.00	-27.3%	$23.00	$199,065.00	4.5%
680.7001	SINGLE SPAN WIRE ASSEMBLY	EACH	$3,000.00	1	$420,000.00	$3,172.00	$3,172.00	-99.2%	$2,600.00	$2,600.00	-99.4%	$5,000.00	$5,000.00	-98.8%
680.7004	MESSENGER ASSEMBLY	LF	$5.00	55,229	$276,145.00	$5.40	$298,236.60	8.0%	$9.00	$497,061.00	80.0%	$8.00	$441,832.00	60.0%
680.700606	RISER ASSEMBLY, 2" DIAMETER	EACH	$1,500.00	66	$99,000.00	$1,458.00	$96,228.00	-2.8%	$1,800.00	$118,800.00	20.0%	$950.00	$62,700.00	-36.7%
680.72	INDUCTANCE LOOP WIRE	LF	$3.00	23,642	$70,926.00	$1.35	$31,916.70	-55.0%	$3.00	$70,926.00	0.0%	$3.00	$70,926.00	0.0%
680.730214	SIGNAL CABLE 2 CONDUCTORS, 14 AWG	LF	$3.00	44,279	$132,837.00	$2.87	$127,080.73	-4.3%	$4.00	$177,116.00	33.3%	$5.00	$221,395.00	66.7%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
680.730314	SIGNAL CABLE 3 CONDUCTORS, 14 AWG	LF	$3.25	32,291	$104,945.75	$3.09	$99,779.19	-4.9%	$4.50	$145,309.50	38.5%	$5.00	$161,455.00	53.8%
680.730514	SIGNAL CABLE 5 CONDUCTORS, 14 AWG	LF	$4.00	1,067	$4,268.00	$3.74	$3,990.58	-6.5%	$6.00	$6,402.00	50.0%	$6.00	$6,402.00	50.0%
680.730714	SIGNAL CABLE 7 CONDUCTORS, 14 AWG	LF	$6.00	15,510	$93,060.00	$4.02	$62,350.20	-33.0%	$6.10	$94,611.00	1.7%	$6.00	$93,060.00	0.0%
680.731014	SIGNAL CABLE 10 CONDUCTORS, 14 AWG	LF	$8.00	8,336	$66,688.00	$4.72	$39,345.92	-41.0%	$8.00	$66,688.00	0.0%	$7.00	$58,352.00	-12.5%
680.731514	SIGNAL CABLE 15 CONDUCTORS, 14 AWG	LF	$8.00	9,426	$75,408.00	$5.73	$54,010.98	-28.4%	$9.50	$89,547.00	18.8%	$8.00	$75,408.00	0.0%
680.732014	SIGNAL CABLE 20 CONDUCTORS, 14 AWG	LF	$10.00	426	$4,260.00	$6.20	$2,641.20	-38.0%	$12.00	$5,112.00	20.0%	$10.00	$4,260.00	0.0%
680.76610010	POWER SERVICE CONNECTION (NASSAU COUNTY)	EACH	$600.00	31	$18,600.00	$750.00	$23,250.00	25.0%	$478.00	$14,818.00	-20.3%	$350.00	$10,850.00	-41.7%
680.77000010	MODIFY TRAFFIC SIGNAL EQUIPMENT	LS	$100,000.00	1	$100,000.00	$283,033.00	$283,033.00	183.0%	$15,000.00	$15,000.00	-85.0%	$10,000.00	$10,000.00	-90.0%
680.79000010	REMOVE TRAFFIC SIGNAL EQUIPMENT	LS	$300,000.00	1	$300,000.00	$665,970.00	$665,970.00	122.0%	$615,000.00	$615,000.00	105.0%	$495,000.00	$495,000.00	65.0%
680.810101	TRAFFIC SIGNAL MODULE - 12 INCH, RED BALL, LED	EACH	$100.00	323	$32,300.00	$94.00	$30,362.00	-6.0%	$100.00	$32,300.00	0.0%	$111.00	$35,853.00	11.0%
680.810102	TRAFFIC SIGNAL MODULE - 12 INCH, RED ARROW, LED	EACH	$170.00	11	$1,870.00	$93.00	$1,023.00	-45.3%	$105.00	$1,155.00	-38.2%	$113.00	$1,243.00	-33.5%
680.810103	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW BALL, LED	EACH	$100.00	326	$32,600.00	$94.00	$30,644.00	-6.0%	$100.00	$32,600.00	0.0%	$111.00	$36,186.00	11.0%
680.810104	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW ARROW, LED	EACH	$180.00	35	$6,300.00	$97.00	$3,395.00	-46.1%	$105.00	$3,675.00	-41.7%	$113.00	$3,955.00	-37.2%
680.810105	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN BALL, LED	EACH	$100.00	321	$32,100.00	$94.00	$30,174.00	-6.0%	$100.00	$32,100.00	0.0%	$111.00	$35,631.00	11.0%
680.810106	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN ARROW, LED	EACH	$180.00	40	$7,200.00	$97.00	$3,880.00	-46.1%	$105.00	$4,200.00	-41.7%	$113.00	$4,520.00	-37.2%
680.810107	TRAFFIC SIGNAL SECTION - TYPE I, 12 INCH	EACH	$300.00	1,061	$318,300.00	$425.00	$450,925.00	41.7%	$400.00	$424,400.00	33.3%	$260.00	$275,860.00	-13.3%
680.8111	TRAFFIC SIGNAL BRACKET ASSEMBLY - 1 WAY	EACH	$600.00	132	$79,200.00	$516.00	$68,112.00	-14.0%	$700.00	$92,400.00	16.7%	$670.00	$88,440.00	11.7%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
680.8112	TRAFFIC SIGNAL BRACKET ASSEMBLY - 2 WAY	EACH	$800.00	46	$36,800.00	$833.00	$38,318.00	4.1%	$850.00	$39,100.00	6.3%	$920.00	$42,320.00	15.0%
680.8113	TRAFFIC SIGNAL BRACKET ASSEMBLY - 3 WAY	EACH	$1,000.00	27	$27,000.00	$1,019.00	$27,513.00	1.9%	$1,100.00	$29,700.00	10.0%	$1,015.00	$27,405.00	1.5%
680.8114	TRAFFIC SIGNAL BRACKET ASSEMBLY - 4 WAY	EACH	$1,300.00	11	$14,300.00	$1,220.00	$13,420.00	-6.2%	$1,150.00	$12,650.00	-11.5%	$1,150.00	$12,650.00	-11.5%
680.813108NA	LED PEDESTRIAN SIGNAL WITH COUNTDOWN TIMER ASSEMBLY 16" X 18"	EACH	$1,200.00	192	$230,400.00	$1,142.00	$219,264.00	-4.8%	$1,200.00	$230,400.00	0.0%	$1,150.00	$220,800.00	-4.2%
680.81422010	AUXILIARY POLE AND FOUNDATION	EACH	$9,500.00	11	$104,500.00	$7,761.00	$85,371.00	-18.3%	$9,400.00	$103,400.00	-1.1%	$10,500.00	$115,500.00	10.5%
680.8151	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POST	EACH	$1,500.00	106	$159,000.00	$971.00	$102,926.00	-35.3%	$1,100.00	$116,600.00	-26.7%	$900.00	$95,400.00	-40.0%
680.8152	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITH POST	EACH	$2,500.00	43	$107,500.00	$2,856.00	$122,808.00	14.2%	$2,500.00	$107,500.00	0.0%	$2,410.00	$103,630.00	-3.6%
680.8199	BACKPLATES FOR TRAFFIC SIGNAL HEADS	EACH	$300.00	4	$1,200.00	$445.00	$1,780.00	48.3%	$325.00	$1,300.00	8.3%	$600.00	$2,400.00	100.0%
680.8204	OVERHEAD SIGN ASSEMBLY, TYPE D	EACH	$800.00	40	$32,000.00	$1,098.00	$43,920.00	37.3%	$1,100.00	$44,000.00	37.5%	$800.00	$32,000.00	0.0%
680.82162510	16 FT MAST ARM POLE WITH A 25 FT MAST ARM (NASSAU COUNTY)	EACH	$19,000.00	6	$114,000.00	$19,337.00	$116,022.00	1.8%	$18,600.00	$111,600.00	-2.1%	$19,000.00	$114,000.00	0.0%
680.82163010	16 FT MAST ARM POLE WITH A 30 FT MAST ARM (NASSAU COUNTY)	EACH	$20,000.00	17	$340,000.00	$19,436.00	$330,412.00	-2.8%	$19,100.00	$324,700.00	-4.5%	$20,000.00	$340,000.00	0.0%
680.82163510	16 FT MAST ARM POLE WITH A 35 FT MAST ARM (NASSAU COUNTY)	EACH	$21,000.00	13	$273,000.00	$19,690.00	$255,970.00	-6.2%	$19,600.00	$254,800.00	-6.7%	$30,000.00	$390,000.00	42.9%
680.82164010	16 FT MAST ARM POLE WITH A 40 FT MAST ARM (NASSAU COUNTY)	EACH	$25,000.00	22	$550,000.00	$24,323.00	$535,106.00	-2.7%	$23,800.00	$523,600.00	-4.8%	$20,750.00	$456,500.00	-17.0%
680.82164510	16 FT MAST ARM POLE WITH A 45 FT MAST ARM (NASSAU COUNTY)	EACH	$26,000.00	9	$234,000.00	$25,007.00	$225,063.00	-3.8%	$24,800.00	$223,200.00	-4.6%	$21,000.00	$189,000.00	-19.2%
680.82165010	16 FT MAST ARM POLE WITH A 50 FT MAST ARM (NASSAU COUNTY)	EACH	$27,000.00	8	$216,000.00	$26,594.00	$212,752.00	-1.5%	$26,600.00	$212,800.00	-1.5%	$22,000.00	$176,000.00	-18.5%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
680.8225	PEDESTRIAN PUSHBUTTON AND SIGN - WITHOUT POST	EACH	$600.00	30	$18,000.00	$482.00	$14,460.00	-19.7%	$525.00	$15,750.00	-12.5%	$540.00	$16,200.00	-10.0%
680.8226	PEDESTRIAN PUSHBUTTON AND SIGN - WITH POST	EACH	$1,200.00	13	$15,600.00	$2,133.00	$27,729.00	77.8%	$2,100.00	$27,300.00	75.0%	$1,860.00	$24,180.00	55.0%
680.84100210	NO TURN ON RED (NTOR) LED OVERHEAD SIGN 24" W x 30" H	EACH	$4,500.00	1	$4,500.00	$4,833.00	$4,833.00	7.4%	$5,500.00	$5,500.00	22.2%	$4,300.00	$4,300.00	-4.4%
680.950208	ELECTRIC SERVICE CABLE	LF	$6.75	4,175	$28,181.25	$6.00	$25,050.00	-11.1%	$7.00	$29,225.00	3.7%	$7.00	$29,225.00	3.7%
683.030300NA	HD CCTV TOP MOUNT IP CAMERA ASSEMBLY	EACH	$9,000.00	13	$117,000.00	$8,650.00	$112,450.00	-3.9%	$9,500.00	$123,500.00	5.6%	$9,000.00	$117,000.00	0.0%
683.030600NA	HD CCTV DOME IP CAMERA ASSEMBLY	EACH	$7,000.00	7	$49,000.00	$7,018.00	$49,126.00	0.3%	$7,000.00	$49,000.00	0.0%	$6,520.00	$45,640.00	-6.9%
683.060100NA	CCTV CAMERA CONTROL CABINET	EACH	$6,200.00	1	$6,200.00	$6,292.00	$6,292.00	1.5%	$7,835.00	$7,835.00	26.4%	$7,800.00	$7,800.00	25.8%
683.072012NA	FURNISH AND INSTALL 12 PORT RACK MOUNT FIBER PATCH PANEL	EACH	$625.00	9	$5,625.00	$825.00	$7,425.00	32.0%	$400.00	$3,600.00	-36.0%	$935.00	$8,415.00	49.6%
683.072048NA	FURNISH AND INSTALL 48 PORT RACK MOUNT FIBER PATCH PANEL	EACH	$1,500.00	7	$10,500.00	$1,649.00	$11,543.00	9.9%	$650.00	$4,550.00	-56.7%	$1,435.00	$10,045.00	-4.3%
683.090100NA	8 PORT HARDENED 10/100 ETHERNET SWITCH WITH ON DUAL PURPOSE 10/100/1000 OR SFP PORT	EACH	$2,000.00	39	$78,000.00	$2,892.00	$112,788.00	44.6%	$2,600.00	$101,400.00	30.0%	$2,778.00	$108,342.00	38.9%
683.090600NA	10/100 MBPS OPTICAL ETHERNET CONVERTER, SHELF MOUNT	EACH	$1,250.00	40	$50,000.00	$1,691.00	$67,640.00	35.3%	$1,500.00	$60,000.00	20.0%	$1,377.00	$55,080.00	10.2%
683.091000NA	24 PORT HARDENED ETHERNET SFP SWITCH	EACH	$32,000.00	6	$192,000.00	$32,085.00	$192,510.00	0.3%	$30,000.00	$180,000.00	-6.3%	$33,000.00	$198,000.00	3.1%
683.100100NA	COMMUNICATIONS HUB CABINET AND AUXILIARY EQUIPMENT	EACH	$14,500.00	4	$58,000.00	$17,989.00	$71,956.00	24.1%	$16,800.00	$67,200.00	15.9%	$17,000.00	$68,000.00	17.2%
683.115100NA	WI-FI TRAVEL TIME READER	EACH	$6,500.00	13	$84,500.00	$7,512.00	$97,656.00	15.6%	$6,700.00	$87,100.00	3.1%	$7,400.00	$96,200.00	13.8%
683.200100NA	ITS SUBSYSTEM INTEGRATION	LS	$70,000.00	1	$70,000.00	$40,610.00	$40,610.00	-42.0%	$20,000.00	$20,000.00	-71.4%	$44,000.00	$44,000.00	-37.1%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
683.921024NA	SINGLE MODE FIBER OPTIC TRUNK CABLE, 24 FIBERS	LF	$4.00	48,136	$192,544.00	$3.73	$179,547.28	-6.8%	$8.00	$385,088.00	100.0%	$11.80	$568,004.80	195.0%
683.921048NA	SINGLE MODE FIBER OPTIC TRUNK CABLE, 48 FIBERS	LF	$10.00	55,669	$556,690.00	$4.27	$237,706.63	-57.3%	$12.00	$668,028.00	20.0%	$11.95	$665,244.55	19.5%
683.921072NA	SINGLE MODE FIBER OPTIC TRUNK CABLE, 72 FIBERS	LF	$12.50	13,123	$164,037.50	$4.44	$58,266.12	-64.5%	$16.00	$209,968.00	28.0%	$12.20	$160,100.60	-2.4%
683.921500NA	FIBER OPTIC DROP CABLE	LF	$18.00	6,968	$125,424.00	$8.59	$59,855.12	-52.3%	$35.00	$243,880.00	94.4%	$14.20	$98,945.60	-21.1%
685.072001NA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES – 20 MILS (TRIPLE DROP)	LF	$1.25	25,130	$31,412.50	$1.30	$32,669.00	4.0%	$1.50	$37,695.00	20.0%	$1.25	$31,412.50	0.0%
685.072002NA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT LETTERS – 20 MILS (TRIPLE DROP)	EACH	$200.00	25	$5,000.00	$225.00	$5,625.00	12.5%	$230.00	$5,750.00	15.0%	$235.00	$5,875.00	17.5%
685.072003NA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT SYMBOLS – 20 MILS (TRIPLE DROP)	EACH	$200.00	68	$13,600.00	$285.00	$19,380.00	42.5%	$300.00	$20,400.00	50.0%	$295.00	$20,060.00	47.5%
685.072005NA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES (SPECIAL MARKINGS) – 20 MILS (TRIPLE DROP)	LF	$3.50	46,835	$163,922.50	$3.80	$177,973.00	8.6%	$4.00	$187,340.00	14.3%	$4.00	$187,340.00	14.3%
685.072006NA	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES – 20 MILS (TRIPLE DROP)	LF	$1.00	17,187	$17,187.00	$1.20	$20,624.40	20.0%	$1.50	$25,780.50	50.0%	$1.25	$21,483.75	25.0%
685.072007NA	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES (CROSS HATCHING) – 20 MILS (TRIPLE DROP)	EACH	$4.00	330	$1,320.00	$3.80	$1,254.00	-5.0%	$4.00	$1,320.00	0.0%	$4.00	$1,320.00	0.0%

Item #	Item Description	ENGINEER'S ESTIMATE (EE)				***** LOW BIDDER ***** Hinck Electrical Contractor			Welsbach Electric of L.I.			Commander Electric, Inc.		
		Unit	Unit Cost	Quantity	Total	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff	Unit Cost	Total	% Diff
685.072008NA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT YIELD LINE SYMBOLS – SMALL – 20 MILS (TRIPLE DROP)	EACH	$200.00	5	$1,000.00	$83.00	$415.00	-58.5%	$100.00	$500.00	-50.0%	$85.00	$425.00	-57.5%
691.04000020	**TRAINING REQUIREMENTS**	**DC**	**$1.00**	**252,000**	**$252,000.00**	**$1.00**	**$252,000.00**	0.0%	**$1.00**	**$252,000.00**	0.0%	**$1.00**	**$252,000.00**	0.0%
697.03	FIELD CHANGE PAYMENT	DC	$1.00	935,000	$935,000.00	$1.00	$935,000.00	0.0%	$1.00	$935,000.00	0.0%	$1.00	$935,000.00	0.0%
698.04	**ASPHALT PRICE ADJUSTMENT**	**DC**	**$1.00**	**100**	**$100.00**	**$1.00**	**$100.00**	0.0%	**$1.00**	**$100.00**	0.0%	**$1.00**	**$100.00**	0.0%
698.05	FUEL PRICE ADJUSTMENT	DC	$1.00	100	$100.00	$1.00	$100.00	0.0%	$1.00	$100.00	0.0%	$1.00	$100.00	0.0%
698.06	**STEEL/IRON PRICE ADJUSTMENT**	**DC**	**$1.00**	**100**	**$100.00**	**$1.00**	**$100.00**	0.0%	**$1.00**	**$100.00**	0.0%	**$1.00**	**$100.00**	0.0%
699.040001	MOBILIZATION	LS	$322,000.00	1	$322,000.00	$650,000.00	$650,000.00	101.9%	$150,000.00	$150,000.00	-53.4%	$520,000.00	$520,000.00	61.5%
	TIME & MATERIAL	**LS**	**$1.00**	**100,000**	**$100,000.00**	**$1.00**	**$100,000.00**	0.0%	**$1.00**	**$100,000.00**	0.0%	**$1.00**	**$100,000.00**	0.0%
			Totals:		$18,325,488.50		$17,112,868.35	-6.6%		$17,220,000.00	-6.0%		$18,650,349.80	1.8%

Bid price was different than amount calculated. All unit bid prices in this analysis match the written bid that was submitted. Arithmetic error on bidder's behalf incorrectly stated their Total Bid as $17,112,083.11. Actual bid is $785.24 higher.

I hereby certify that this contract was bid in accordance with standard bidding procedures and requirements, and this tabulation includes all bids received at the public bid opening held at the Meeting Room of the Nassau County Legislature on September 30, 2025 for a contract in Nassau County know as Traffic Signal Expansion Phase 10.

Sponsor Signature: ______________________

Date: 12/29/25

Request to Initiate - R26-0136 (P26-0057 - Nassau County Traffic Signal Expansion Phase 10 - PIN 0761.25)

RTI Status	**Active**		
Request Type	**RFBC**		
Service Requested	**Nassau County Traffic Signal Expansion Phase 10 Construction - PIN 0761.25**		
Justification	**This project will Reconstruct County owned traffic signal and communication infrastructure at 39 intersections along Hempstead Avenue, Franklin Avenue, New Hyde Park Road, Mineola Avenue, and Glen Cove Avenue. All signalized intersections will be reconstructed with new traffic signal control equipment that, along with the installation of primarily overhead fiber optic communications equipment and 21 traffic cameras. This project will allow these corridors to connect to the County's Traffic Management Center. Pedestrian facilities at the 39 signalized intersections will also be brought up to current standards. This work is eligible for up to 80% Federal Funding.**		
Requested By	**Public Works**	Project Manager	**Harold Lutz**
Project Cost for this Phase / Contract	**Construction**		
PIR Phase Amount Listed	**18,325,488.50**	Phase Cost	**18,325,488.50**
Total Project Cost	**$20,360,488.50**		
Start Work	**09/01/2026**	Duration	**18 months**
Renewal Options	**At the departments discretion by way of signed letter from the Commissioner.**		
Procurement Method	**Formal Sealed Bid**		
Procurement Method Reason	**To obtain a contractor that is capable of completed this project.**		
Priority Justification	**Federal Grant**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	62462 - Traffic Signal Expansion Phase X	125	PWCAPCAP	18,325,488.50		0			05/06/2026	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
Does the County own the proper equipment to do the work?	
If the County does not own the proper equipment can it rent/lease the equipment?	
If the County does not own the proper equipment what is the time frame to buy the equipment?	
If the County does not own the proper equipment what is the cost of the equipment?	
If the Department, chooses to buy the equipment is the cost budgeted?	
If Yes and choosing to outsource, please explain why?	
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
If the task is not performed often would the employee remain proficient in the duties required?	
Is this project installing an operation system requiring a licensed installer from the manufacture?	
Are there any warranties that would be voided if not installed by a licensed person or company?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**Christopher Liberti**	**05/06/2026 03:18 pm**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**05/06/2026 04:37 pm**
AIM Entered	**Deanna Funk**	**05/07/2026 07:15 am**
Time Sheet Code	**26-0136**	
Commissioner Approved	**Joseph Pecora**	**05/07/2026 01:54 pm**
DCE / Ops Approved	**Arthur Walsh**	**05/08/2026 06:58 pm**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Christopher Liberti, Traffic Engineer III

FROM: Office of the Commissioner

DATE: August 20, 2024

SUBJECT: CSEA Sub-Contracting Approval
C24-0149 Contract Number: T62462-01G
Traffic Signal Expansion Phase 10

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C24-0149.**

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Roseann Dalleva

Roseann D'Alleva
Deputy Commissioner

RD:jd
c: Joseph G. Pecora, Deputy Commissioner
Sean McBride, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

C24-0149

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, President

FROM: Department of Public Works

DATE: August 15, 2024

SUBJECT: CSEA Notification of a Proposed DPW Contract Agreement
Proposed Contract Number T62462-01G
Traffic Signal Expansion Phase 10

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW contract/agreement is for the work which as "historically and exclusively been performed by bargaining unit member".

1. DPW plans to recommend a contract/agreement for Construction for DPW's Traffic Engineering Unit.

2. The work involves the following:

   This project will reconstruct thirty-nine (39) traffic signals along Hempstead Avenue, Franklin Avenue, New Hyde Park Road, Mineola Boulevard, and Glen Cove Avenue to include new traffic signal infrastructure and upgraded pedestrian facilities. In addition, twenty-one (21) traffic cameras for incident management will be installed. All signals and traffic cameras will be interconnected and through a fiber optic communication system allowing for integration to the Nassau County Traffic Management Center.

3. An estimate of the cost is: $10,708,000.00

4. An estimate of the duration is: Twelve (12) Months.

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.

Roseann Dalleva

Rosann D'Alleva
Deputy Commissioner

RD:JGP:HTL:jd
c: Melissa Gallucci, Commissioner, Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
Joseph G. Pecora, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Services Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Harold T. Lutz, Director of Traffic Engineering
Daniel Winkelman, Assistant Director of Traffic Engineering
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Christopher Liberti, Traffic Engineer III
Elizabeth Cotton, Special Assistant, Office of Labor Relations

S:\SAN\Support Staff\Author\Liberti, Christopher\CSEA Notif T62462-01G Signal Exp Ph 10 Construction.cl.docx

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
203.02	10 CY	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR: One Hundred Thirty Four and zero Dollars Cents	$ 134	00	$ 1,340	00
203.06	20 CY	SELECT FILL FOR: One Hundred Sixty One and zero Dollars Cents	$ 161	00	$ 3,220	00
206.03010010	14,455 LF	CONDUIT EXCAVATION AND BACKFILL - (RESTORING TOP SURFACES NOT INCLUDED) FOR: Eleven and zero Dollars Cents	$ 11.	00	$ 159,005	00
206.03100010	550 LF	TRAFFIC SIGNAL CONDUIT EXCAVATION AND BACKFILL FOR: TWO Hundred Fourteen and zero Dollars Cents	$ 214.	00	$ 117,700	00
206.05	16 EACH	TEST PIT EXCAVATION FOR: One thousand Fifty and zero Dollars Cents	$ 1,050.	00	$ 16,800	00
404.0981	705 TON	9.5 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION FOR: Three Hundred Forty Eight and zero Dollars Cents	$ 348.	00	$ 245,340	00
404.2589	4,396 TON	25 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION FOR: Four Hundred one and zero Dollars Cents	$ 401.	00	$ 1,762,996	00
407.0102	3,453 GAL	DILUTED TACK COAT FOR: Five and Thirty Five Cents Dollars Cents	$ 5.	35	$ 18,473	55

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
418.7603	16,161 LF	ASPHALT PAVEMENT JOINT ADHESIVE FOR: Three and Twenty Five Dollars Cents	$ 3	25	$ 52,523	25
520.09000010	15,000 LF	SAW CUTTING ASPHALT CONCRETE FOR: Five and Thirty Five Dollars Cents	$ 5	35	$ 80,250	00
560.70000008	15 SF	BRICK FACING FOR: One Hundred Seven and zero Dollars Cents	$107	00	1,605	00
608.0101	5 CY	CONCRETE SIDEWALKS AND DRIVEWAYS FOR: One Thousand Two Hundred Eighty Five and Dollars Cents zero	$1,285	00	$6,425	00
608.01050010	278 CY	CONCRETE SIDEWALKS - UNREINFORCED (GRADING INCLUDED) FOR: One Thousand one Hundred Seventy two Dollars and zero Cents	$ 1,172	00	$ 325,816	00
608.01050109	12 EACH	CURB RAMP CONFIGURATION TYPE 1 FOR: Six Thousand Six Hundred Eighty Eight and Dollars zero Cents	$ 6,688.	00	$ 80,256	00
608.01050209	15 EACH	CURB RAMP CONFIGURATION TYPE 2 FOR: Six Thousand Six Hundred Eighty Eight and Dollars zero Cents	$6,688	00	$ 100,320	00
608.01050309	11 EACH	CURB RAMP CONFIGURATION TYPE 3 FOR: Nine Thousand one Hundred and zero Dollars Cents	$9.100	00	$ 100,100	00

Revised By: Paul St
Date: 6/30/2026

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
418.7603	16,161 LF	ASPHALT PAVEMENT JOINT ADHESIVE FOR: Three and Twenty Five Dollars Cents	$ 3.	25	$ 52,523	25
520.09000010	15,000 LF	SAW CUTTING ASPHALT CONCRETE FOR: Five and Thirty Five Dollars Cents	$ 5.	35	$ 80,250	00
560.70000008	15 SF	BRICK FACING FOR: One Hundred Seven and zero Dollars Cents	$107.	00	~~$1,005~~ 1605.	~~00~~ 00
608.0101	5 CY	CONCRETE SIDEWALKS AND DRIVEWAYS FOR: One Thousand Two Hundred Eighty Five and zero Dollars Cents	$1,285	00	$6,425	00
608.01050010	278 CY	CONCRETE SIDEWALKS - UNREINFORCED (GRADING INCLUDED) FOR: One Thousand one Hundred Seventy two and zero Dollars Cents	$ 1,172	00	$ 325,816	00
608.01050109	12 EACH	CURB RAMP CONFIGURATION TYPE 1 FOR: Six Thousand Six Hundred Eighty Eight and zero Dollars Cents	$ 6,688.	00	$ 80,256	00
608.01050209	15 EACH	CURB RAMP CONFIGURATION TYPE 2 FOR: Six Thousand Six Hundred Eighty Eight and zero Dollars Cents	$6,688	00	$ 100,320	00
608.01050309	11 EACH	CURB RAMP CONFIGURATION TYPE 3 FOR: Nine Thousand one Hundred and zero Dollars Cents	$9,100	00	$ 100,100	00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
608.01050409	26 EACH	CURB RAMP CONFIGURATION TYPE 4 FOR: Nine Thousand One Hundred and zero Dollars Cents	$ 9,100	00	$ 236,600	00
608.01050509	15 EACH	CURB RAMP CONFIGURATION TYPE 5 FOR: Nine Thousand Four Hundred Sixteen and Dollars zero Cents	$ 9,416	00	$ 141,240	00
608.01050609	1 EACH	CURB RAMP CONFIGURATION TYPE 6 FOR: Eleven Thousand, Two Hundred Thirty Dollars Five and zero Cents	$ 11,235	00	$ 11,235	00
608.01050709	6 EACH	CURB RAMP CONFIGURATION TYPE 7 FOR: Nine Thousand Four Hundred Sixteen and Dollars zero Cents	$ 9,416	00	$ 56,496	00
608.01050809	29 EACH	CURB RAMP CONFIGURATION TYPE 8 FOR: Six Thousand Six Hundred Eighty Eight and Dollars zero Cents	$ 6,688	00	$ 193,952	00
608.01050909	24 EACH	CURB RAMP CONFIGURATION TYPE 9 FOR: Six Thousand Six Hundred Eighty Eight and Dollars zero Cents	$ 6,688	00	$ 160,512	00
608.01051009	2 EACH	CURB RAMP CONFIGURATION TYPE 10 FOR: Eight Thousand Twenty Five and zero Dollars Cents	$ 8,025	00	$ 16,050	00
608.01051109	10 EACH	CURB RAMP CONFIGURATION TYPE 11 FOR: Six Thousand Four Hundred Twenty Five Dollars and zero Cents	$ 6,425	00	$ 64,250	00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
608.01051409	2 EACH	CURB RAMP CONFIGURATION TYPE 14 FOR: Eight Thousand Twenty Five and zero Dollars Cents	$8,025	00	$ 16,050	00
608.02010015	1,080 CY	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR SIDEWALKS, CURB RAMPS AND CURBS FOR: Fifty Three and Fifty Dollars Cents	$53.	50	$ 57,780	00
608.02020015	786 CY	OPTIONAL TYPE SUBBASE COURSE FOR SIDEWALKS, CURB RAMPS AND CURBS FOR: Twenty Six and eighty Dollars Cents	$ 26,	80	$ 21,064	80
609.04010510	133 LF	CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE VF6 FOR: Sixty Nine and Eighty Dollars Cents	$ 69.	80	$ 9,283	40
610.1403	137 CY	TOPSOIL - LAWNS FOR: One Hundred Seven and zero Dollars Cents	$ 107.	00	$ 14,659	00
610.1602	557 SY	TURF ESTABLISHMENT - LAWNS FOR: Thirty Seven and Fifty Dollars Cents	$ 37.	50	$ 20,887	50
610.19	20 MGAL	WATERING VEGETATION FOR: Sixty and zero Dollars Cents	$ 60.	00	$ 1,200	00
618.7810012	35 EACH	SECURITY BOLLARD FIXED, CAST IN PLACE, SHALLOW FOR: Three Thousand Six Hundred Three and zero Dollars Cents	$ 3,603	00	$ 126,105	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
619.01	1 LS	BASIC WORK ZONE TRAFFIC CONTROL FOR: Four hundred Eighteen Thousand Five hundred Dollars Seventy Dollars Cents Zero cts	418,570.	00	418,570.	00
619.1611	936 INT/MO	MAINTAIN TRAFFIC SIGNAL EQUIPMENT, REQUIREMENT "A" FOR: Two hundred Seventy Four Dollars Dollars Zero Cents	274.	00	256,464.	00
625.01	1 LS	SURVEY OPERATIONS FOR: Twelve Thousand AND Zero Dollars Cents	12,000.	00	12,000.	00
635.0103	72,966 LF	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES FOR: Five Dollars AND Eighty Five Dollars Cents	5.	85	426,851.	10
635.0203	19 EACH	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LETTERS FOR: One hundred Sixty One Dollars Zero Cents	161.	00	3059.	00
635.0303	75 EACH	CLEANING AND PREPARATION OF PAVEMENT SURFACES - SYMBOLS FOR: One hundred Sixty One Dollars Zero Cents	161.	00	12,075	00
645.5101	139 SF	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS FOR: One hundred Eighty one Dollars Zero Cents	181.	00	25,159	00
645.81	62 EACH	TYPE A SIGN POSTS FOR: Three hundred Ninety Six Dollars Zero Cents	396.	00	24,552	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
645.85	7 EACH	POLE MOUNTED SIGN SUPPORT SYSTEM (BAND MOUNTED) FOR: One Thousand four Hundred Thirty seven Dollars and zero Cents	$ 1,437	00	$ 10,059	00
647.31	41 EACH	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) FOR: Two Thousand Five Hundred fifty one and zero Dollars Cents	$ 2,551	00	$ 104,591	00
647.51	15 EACH	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) FOR: Two Thousand Ninety Five and zero Dollars Cents	$ 2,095	00	$ 31,425	00
647.61	14 EACH	REMOVE & DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS & FOUNDATIONS (UNDER 30 SQ FT) FOR: Six Hundred Twelve and zero Dollars Cents	$ 612	00	$ 8,568	00
647.64	15 EACH	REMOVE AND DISPOSE HIGH CAPACITY TYPE A GROUND MOUNTED SIGN SUPPORT AND FOUNDATION FOR: Three thousand Two hundred forty Five Dollars and zero Cents	$ 3,245	00	$ 48,675	00
662.60030008	8 EACH	ALTERING ELEVATION OF GAS VALVE BOXES FOR: One Thousand Six Hundred Five and zero Dollars Cents	$ 1,605	00	$ 12,840	00
662.62000010	3 EACH	RESETTING CASTINGS ON EXISTING UTILITY MANHOLES FOR: one Thousand Six Hundred Five and zero Dollars Cents	$ 1,605	00	$ 4,815	00
663.33	6 EACH	ADJUST EXISTING VALVE BOX ELEVATION FOR: One Thousand Six Hundred Five and zero Dollars Cents	$ 1,605	00	$ 9,630	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
670.1206	5 EACH	6 FT ALUMINUM SINGLE MEMBER BRACKET ARM FOR: Nine Hundred Fifteen Dollars and zero Cents	$915	00	$ 4,575	00
670.1208	1 EACH	8 FT ALUMINUM SINGLE MEMBER BRACKET ARM FOR: Nine Hundred Thirty Two Dollars and zero Cents	$932	00	$932	00
670.1210	2 EACH	10 FT ALUMINUM SINGLE MEMBER BRACKET ARM FOR: One Thousand Four Hundred Fifteen Dollars and zero Cents	$1,415	00	$2,830	00
680.050200NA	5 EACH	FURNISH AND INSTALL VIDEO VEHICLE DETECTION EQUIPMENT FOR: Twelve Thousand Six Hundred Forty Three Dollars and zero Cents	$ 12,643	00	$ 63,215	00
680.110008NA	72 EACH	FURNISH AND INSTALL 8 FOOT SIGNAL POST FOR: Two Thousand Four Hundred Forty Four Dollars and zero Cents	$ 2,444	00	$ 175,968	00
680.110010NA	27 EACH	FURNISH AND INSTALL 10 FOOT SIGNAL POST FOR: Two Thousand Five Hundred Fifty Three Dollars and zero Cents	$ 2,553	00	$ 68,931	00
680.130001NA	6 EACH	FURNISH AND INSTALL ELECTRICAL DISCONNECT / GENERATOR TRANSFER SWITCH FOR: Two Thousand One Hundred ten Dollars and zero Cents	$2,110	00	$ 12,660	00
680.321001NA	32 EACH	FURNISH & INSTALL MODEL 2070 LX LITE CONTROLLER UNIT FOR: Five Thousand Six Hundred ten Dollars and zero Cents	$ 5,610	00	$ 179,520	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.332002NA	5 EACH	FURNISH & INSTALL MODEL 332 CABINET WITH AUXILIARY OUTPUT FILE AND EQUIPMENT FOR: Twenty Thousand Eight Hundred Sixty Four Dollars and zero Cents	$ 20,864	00	$ 104,320	00
680.336002NA	27 EACH	FURNISH & INSTALL MODEL 336SX CABINET AND AUXILIARY EQUIPMENT FOR: Nineteen Thousand one Hundred Eleven Dollars and zero Cents	$ 19,111	00	$ 515,997	00
680.5001	305 CY	POLE EXCAVATION AND CONCRETE FOUNDATION FOR: Two Thousand Two Hundred Twelve Dollars and zero Cents	$ 2,212	00	$ 674,660	00
680.5002	7 EACH	CONCRETE BASE FOR CONTROLLER CABINET FOR: Five Thousand one Hundred Sixty Eight Dollars and zero Cents	$ 5,168	00	$ 36,176	00
680.51000010	32 EACH	ALTER ELEVATION OF PULLBOXES FOR: Five Hundred Eighty Nine and zero Dollars Cents	$ 589	00	$ 18,848	00
680.51050010	126 EACH	PULLBOX, RECTANGULAR REINFORCED CONCRETE (26" X 18") FOR: Two Thousand Six Hundred Dollars Dollars Zero Cents	$ 2,610	00	$ 328,860	00
680.51100010	62 EACH	CLEAN EXISTING PULLBOX FOR: Four Hundred Twenty Three and zero Dollars Cents	$ 423	00	$ 26,226	00
680.51400010	9 EACH	CONCRETE FIBER OPTIC PULLBOX FOR: Six Thousand Forty Three and zero Dollars Cents	$ 6,043	00	$ 54,387	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.520102	369 LF	CONDUIT, METAL STEEL, ZINC COATED, 3/4" FOR: Twenty Dollars Zero Cents Dollars Cents	20.	00	7,380.	00
680.520104	1,827 LF	CONDUIT, METAL STEEL, ZINC COATED, 1 1/4" FOR: Twenty Seven Dollars Ten Dollars Cents	27.	10	49,511.	70
680.520106	904 LF	CONDUIT, METAL STEEL, ZINC COATED, 2" FOR: Thirty Two Dollars AND Forty Dollars Cents	32.	40	29,289.	60
680.520108	11,432 LF	CONDUIT, METAL STEEL, ZINC COATED, 3" FOR: Forty Nine Dollars AND Forty Dollars Cents	49.	40	564,740.	80
680.53010010	350 LF	CLEAN EXISTING CONDUIT FOR: Three Dollars AND Eighty Dollars Cents	3.	80	1330.	00
680.54	8,655 LF	INDUCTANCE LOOP INSTALLATION FOR: Twenty Nine Dollars Dollars Zero Cents	29.	00	250,995	00
680.7001	1 EACH	SINGLE SPAN WIRE ASSEMBLY FOR: Three thousand One hundred Seventy two Dollars Zero Cents	3,172.	00	3,172.	00
680.7004	55,229 LF	MESSENGER ASSEMBLY FOR: Five Dollars AND Forty Dollars Cents	5.	40	298,236.	60

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.700606	66 EACH	RISER ASSEMBLY, 2" DIAMETER FOR: One thousand Four hundred Fifty Eight Dollars Zero Cents	1,458.	00	96,228	00
680.72	23,642 LF	INDUCTANCE LOOP WIRE FOR: One Dollar Dollars thirty Five cents Cents	1.	35	31,916	70
680.730214	44,279 LF	SIGNAL CABLE 2 CONDUCTORS, 14 AWG FOR: Two Dollars Dollars Eighty Seven Cents Cents	2.	87	127,080.	73
680.730314	32,291 LF	SIGNAL CABLE 3 CONDUCTORS, 14 AWG FOR: Three Dollars Dollars nine Cents Cents	3.	09	99,779	19
680.730514	1,067 LF	SIGNAL CABLE 5 CONDUCTORS, 14 AWG FOR: Three Dollars Dollars Seventy Four Cents	3.	74	3990.	58
680.730714	15,510 LF	SIGNAL CABLE 7 CONDUCTORS, 14 AWG FOR: Four Dollars Dollars And two cents Cents	4.	02	62350	20
680.731014	8,336 LF	SIGNAL CABLE 10 CONDUCTORS, 14 AWG FOR: Four Dollars And Dollars Seventy two Cents	4.	72	39,345	92
680.731514	9,426 LF	SIGNAL CABLE 15 CONDUCTORS, 14 AWG FOR: Five Dollars AND Dollars Seventy Three Cents	5.	73	54,010	98

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.732014	426 LF	SIGNAL CABLE 20 CONDUCTORS, 14 AWG FOR: Six Dollars Twenty Cents Dollars Cents	6.	20	2641.	20
680.76610010	31 EACH	POWER SERVICE CONNECTION (NASSAU COUNTY) FOR: Seven Hundred Fifty Dollars Zero Cents Dollars Cents	750.	00	23,250	.00
680.77000010	1 LS	MODIFY TRAFFIC SIGNAL EQUIPMENT FOR: Two Hundred Eighty Three Thousand Thirty Three Dollars Dollars Cents Zero Cents	283,033	.00	283,033	.00
680.79000010	1 LS	REMOVE TRAFFIC SIGNAL EQUIPMENT FOR: Six Hundred Sixty Five Thousand Nine Hundred Seventy Dollars Dollars Cents Zero Cents	665,970	.00	665,970	.00
680.810101	323 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, RED BALL, LED FOR: Ninety Four Dollars Zero Cents Dollars Cents	94	.00	30,362	.00
680.810102	11 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, RED ARROW, LED FOR: Ninety Three Dollars Zero Cents Dollars Cents	93	.00	1,023	.00
680.810103	326 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW BALL, LED FOR: Ninety Four Dollars Zero Cents Dollars Cents	94	.00	30,644	.00
680.810104	35 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW ARROW, LED FOR: Ninety Seven Dollars Zero Cents Dollars Cents	97	.00	3,395	.00

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.810105	321 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN BALL, LED FOR: Ninety Four Dollars Zero Cents Dollars Cents	94.	.00	30,174	.00
680.810106	40 EACH	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN ARROW, LED FOR: Ninety Seven Dollars Zero Cents Dollars Cents	97	.00	3,880	.00
680.810107	1,061 EACH	TRAFFIC SIGNAL SECTION - TYPE I, 12 INCH FOR: Four Hundred Twenty Five Dollars Zero Cents Dollars Cents	425.	.00	450,925	.00
680.8111	132 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 1 WAY FOR: Five Hundred Sixteen Dollars Zero Cents Dollars Cents	516	.00	68,112	.00
680.8112	46 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 2 WAY FOR: Eight Hundred Thirty Three Dollars Zero Cents Dollars Cents	833	.00	38,318	.00
680.8113	27 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 3 WAY FOR: One Thousand Nineteen Dollars Zero Cents Dollars Cents	1,019	.00	27,513	.00
680.8114	11 EACH	TRAFFIC SIGNAL BRACKET ASSEMBLY - 4 WAY FOR: One Thousand Two Hundred Twenty Dollars Zero Cents Dollars Cents	1,220	.00	13,420	.00
680.813108NA	192 EACH	LED PEDESTRIAN SIGNAL WITH COUNTDOWN TIMER ASSEMBLY 16" X 18" FOR: One Thousand One Hundred Forty Two Dollars Zero Cents Dollars Cents	1,142	.00	219,264	.00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.81422010	11 EACH	AUXILIARY POLE AND FOUNDATION FOR: Seven Thousand Seven Hundred Sixty One Dollars Zero Cents Dollars Cents	7,761.	.00	85,371	.00
680.8151	106 EACH	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POST FOR: Nine Hundred Seventy One Dollars Zero Cents Dollars Cents	971.	.00	102,926	.00
680.8152	43 EACH	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITH POST FOR: Two Thousand Eight Hundred Fifty Six Dollars Zero Cents Dollars Cents	2,856	.00	122,808	.00
680.8199	4 EACH	BACKPLATES FOR TRAFFIC SIGNAL HEADS FOR: Four Hundred Fourty Five Dollars Zero Cents Dollars Cents	445	.00	1,780	.00
680.8204	40 EACH	OVERHEAD SIGN ASSEMBLY, TYPE D FOR: One Thousand Ninety Eight Dollars Zero Cents Dollars Cents	1,098	.00	43,920	.00
680.82162510	6 EACH	16 FT MAST ARM POLE WITH A 25 FT MAST ARM (NASSAU COUNTY) FOR: Nineteen Thousand Three Hundred Thirty Seven Dollars Zero Cents Dollars Cents	19,337	.00	116,022	.00
680.82163010	17 EACH	16 FT MAST ARM POLE WITH A 30 FT MAST ARM (NASSAU COUNTY) FOR: Nineteen Thousand Four Hundred Thirty Six Dollars Zero Cents Dollars Cents	19,436	.00	330,412	.00
680.82163510	13 EACH	16 FT MAST ARM POLE WITH A 35 FT MAST ARM (NASSAU COUNTY) FOR: Nineteen Thousand Six Hundred Ninety Dollars Zero Cents Dollars Cents	19,690	.00	255,970	.00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
680.82164010	22 EACH	16 FT MAST ARM POLE WITH A 40 FT MAST ARM (NASSAU COUNTY) FOR: Twenty Four Thousand Three hundred twenty three Dollars Zero Cents	24,323	00	535,106	00
680.82164510	9 EACH	16 FT MAST ARM POLE WITH A 45 FT MAST ARM (NASSAU COUNTY) FOR: Twenty Five thousand Seven Dollars Dollars Zero Cents	25,007	00	225,063	00
680.82165010	8 EACH	16 FT MAST ARM POLE WITH A 50 FT MAST ARM (NASSAU COUNTY) FOR: Twenty Six thousand Five hundred ninety Four Dollars Zero Cents	26594	00	212,752	00
680.8225	30 EACH	PEDESTRIAN PUSHBUTTON AND SIGN - WITHOUT POST FOR: Four hundred Eighty Two Dollars Zero Cents	482	00	14,460	00
680.8226	13 EACH	PEDESTRIAN PUSHBUTTON AND SIGN - WITH POST FOR: Two Thousand one hundred Thirty Three Dollars Zero Cents	2,133	00	27,729	00
680.84100210	1 EACH	NO TURN ON RED (NTOR) LED OVERHEAD SIGN 24" W x 30" H FOR: Four Thousand Eight hundred thirty Three Dollars Zero Cents	4,833	00	4833	00
680.950208	4,175 LF	ELECTRIC SERVICE CABLE FOR: Six Dollars Zero Cents Dollars Cents	6.	00	25,050	00
683.030300NA	13 EACH	HD CCTV TOP MOUNT IP CAMERA ASSEMBLY FOR: Eight Thousand Six hundred Fifty Dollars Zero Cents	8650	00	112,450	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
683.030600NA	7 EACH	HD CCTV DOME IP CAMERA ASSEMBLY FOR: Seven thousand Eighteen Dollars Dollars Zero Cents	7018	00	49126	00
683.060100NA	1 EACH	CCTV CAMERA CONTROL CABINET FOR: Six thousand two hundred ninety two Dollars Zero Cents	6292	00	6292	00
683.072012NA	9 EACH	FURNISH AND INSTALL 12 PORT RACK MOUNT FIBER PATCH PANEL FOR: Eight hundred twenty Five Dollars Zero Cents	825	00	7425	00
683.072048NA	7 EACH	FURNISH AND INSTALL 48 PORT RACK MOUNT FIBER PATCH PANEL FOR: One thousand Six hundred Forty Nine Dollars Zero Cents	1649	00	11543	00
683.090100NA	39 EACH	8 PORT HARDENED 10/100 ETHERNET SWITCH WITH ON DUAL PURPOSE 10/100/1000 OR SFP PORT FOR: Two thousand Eight hundred ninety two Dollars Zero Cents	2892	00	112788	60
683.090600NA	40 EACH	10/100 MBPS OPTICAL ETHERNET CONVERTER, SHELF MOUNT FOR: One thousand Six hundred ninety one Dollars Zero Cents	1,691	00	67640	00
683.091000NA	6 EACH	24 PORT HARDENED ETHERNET SFP SWITCH FOR: Thirty Two thousand Eighty Five Dollars Zero Cents	32,085	00	192510	00
683.100100NA	4 EACH	COMMUNICATIONS HUB CABINET AND AUXILIARY EQUIPMENT FOR: Seventeen thousand nine hundred Eighty nine Dollars Zero Cents	17,989	00	71,956	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
683.115100NA	13 EACH	WI-FI TRAVEL TIME READER FOR: Seven Thousand Five hundred twelve Dollars Zero Cents	7,512.	00	97,656	00
683.200100NA	1 LS	ITS SUBSYSTEM INTEGRATION FOR: Forty thousand Six hundred ten Dollars Zero Cents	40610	00	40610	00
683.921024NA	48,136 LF	SINGLE MODE FIBER OPTIC TRUNK CABLE, 24 FIBERS FOR: Three Dollars and Seventy Three Dollars Cents	3.	73	179,547	28
683.921048NA	55,669 LF	SINGLE MODE FIBER OPTIC TRUNK CABLE, 48 FIBERS FOR: Four Dollars twenty Seven cents Dollars Cents	4.	27	237,706	63
683.921072NA	13,123 LF	SINGLE MODE FIBER OPTIC TRUNK CABLE, 72 FIBERS FOR: Four Dollars AND Forty Four cents Dollars Cents	4.	44	58,266.	12
683.921500NA	6,968 LF	FIBER OPTIC DROP CABLE FOR: Eight Dollars Fifty nine Dollars Cents	8.	59	59855	12
685.072001NA	25,130 LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES – 20 MILS (TRIPLE DROP) FOR: One Dollar AND thirty cents Dollars Cents	1.	30	32669	00
685.072002NA	25 EACH	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT LETTERS – 20 MILS (TRIPLE DROP) FOR: Two hundred twenty Five Dollars Zero Cents	225.	00	5625.	00

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
685.072003NA	68 EACH	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT SYMBOLS – 20 MILS (TRIPLE DROP) FOR: Two Hundred Eighty Five Dollars Zero Cents Dollars Cents	285	.00	19,380	.00
685.072005NA	46,835 LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES (SPECIAL MARKINGS) – 20 MILS (TRIPLE DROP) FOR: Three Dollars Eighty Cents Dollars Cents	3	.80	177,973	.00
685.072006NA	17,187 LF	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES – 20 MILS (TRIPLE DROP) FOR: One Dollar Twenty Cents Dollars Cents	1	.20	20,624	.40
685.072007NA	330 EACH	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES (CROSS HATCHING) – 20 MILS (TRIPLE DROP) FOR: Three Dollars Eighty Cents Dollars Cents	3	.80	1,254	.00
685.072008NA	5 EACH	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT YIELD LINE SYMBOLS – SMALL – 20 MILS (TRIPLE DROP) FOR: Eighty Three Dollars Zero Cents Dollars Cents	83	.00	415	.00
691.04000020	252,000 DC	TRAINING REQUIREMENTS FOR: One Dollar Zero Cents Dollars Cents	1	00	252,000	.00
697.03	935,000 DC	FIELD CHANGE PAYMENT FOR: One Dollar Zero Cents Dollars Cents	1	00	935,000	.00
698.04	100 DC	ASPHALT PRICE ADJUSTMENT FOR: One Dollar Zero Cents Dollars Cents	1	00	100	.00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

ITEM NO.	ESTIMATED QUANTITIES	SCHEDULE OF PRICES ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
698.05	100 DC	FUEL PRICE ADJUSTMENT FOR: One Dollar (Dollars) Zero Cents (Cents)	1	00	100.	00
698.06	100 DC	STEEL/IRON PRICE ADJUSTMENT FOR: One Dollar (Dollars) (Cents)	1	00	100	00
699.040001	1 LS	MOBILIZATION FOR: Six hundred Fifty thousand (Dollars) Zero (Cents)	650,000	00	650,000	00
-	1 LS	Time and Material FOR: One hundred thousand (Dollars) Zero (Cents)	100,000	00	100,000	00

Total Bid in Numbers $ ~~17,112,083.11~~ 17,112,868.35

Total Amount in Words ~~Seventeen Million One hundred Twelve thousand Eighty three Dollars~~ ~~AND Eleven Cents~~

Seventeen Million One Hundred Twelve Thousand Eight Hundred Sixty-Eight Dollars and Thirty-Five Cents

Revised By:

Date: 7/10/2026

85R

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BID SHEET FOR TRAFFIC SIGNAL EXPANSION PHASE 10
CONTRACT: T62462-01G

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
698.05	100 DC	FUEL PRICE ADJUSTMENT FOR: One Dollar Zero Cents Dollars Cents	1	00	100.	00 ✓
698.06	100 DC	STEEL/IRON PRICE ADJUSTMENT FOR: One Dollar Dollars Cents	1	00	100	00 ✓
699.040001	1 LS	MOBILIZATION FOR: Six hundred Fifty thousand Dollars Zero Cents	650,000	00	650,000	00 ✓
-	1 LS	Time and Material FOR: One hundred thousand Dollars Zero Cents	100,000	00	100,000	00 ✓

Total Bid in Numbers $ 17,112,083.11

Total Amount in Words Seventeen Million One hundred Twelve thousand Eighty three Dollars AND Eleven Cents

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 55 years

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 55 years

   b. as a Subcontractor 55 years

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	ITS	24%	NYSDOT -
[redacted]	Taxiway	10%	MacArthur Airport - Andrea Luft

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	New camera a time to distance sign.	100%	Nassau County DPW -Jeff -Mike Kurpizc

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

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c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

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d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

10. In what other lines of business are you financially interested?

None

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Paul Stram	Vice President	48 years	iD	Estimating hands on Electrical work.

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location

- Please see attached Truck List -

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

Not Applicable

(use additional blank sheets if additional space is necessary)

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Veh. #	Vehicle Description	Plate #	Weight	Diesel/Gas
1	1998 ISUZU Rack Truck	[redacted]	14,200	Diesel
2	2014 FORD E350	[redacted]	12000	GAS
3	2010 Ford f450	[redacted]	13991	Diesel
4	2015 Ford F450 (Rack Truck)	[redacted]	10,800	
5	2011 International	[redacted]	33,000	Diesel
6	1994 International Flatbed	[redacted]	25990	Diesel
7	1991 GMC Utility	[redacted]	24,468	Diesel
8	2015 International Bucket Truck	[redacted]		Diesel
9	2001 Ford E-450 Cutaway	[redacted]		Diesel
10	2004 Freightliner	[redacted]		Diesel
		[redacted]		
12	2013 Ford E350	[redacted]		
13	2013 Ford E350	[redacted]		
14	2014 Ford E350	[redacted]		
		[redacted]		
16	2005 GMC 8500 Digger Derrick	[redacted]		**Big Ron**
17	2013 International Box Truck	[redacted]		
18		[redacted]		
19	1998 International Truck	[redacted]	18,500	**Diesel**
20	2006 International 4000	[redacted]		**Diesel**
21	2004 Freightliner M2	[redacted]	13,386	**Diesel**
22	1998 Chevy C7H042	[redacted]	13,067	**Diesel**
23	2007 International 4300	[redacted]	33,000	**Diesel**
24	2019 Chevy 2500 HD Pick Up	[redacted]	9,500	**Gas**
25	2013 Ford Van	[redacted]		
26	2013 Ford Van	[redacted]		

27	2020 Ford Transit	[redacted]	**9,500**	**GAS**
28	2007 International	[redacted]		**Diesel**
29	2007 FORD F-550 - Box Truck -	[redacted]		
30	2018 Ford Transit Chris Grant	[redacted]		**gAS**
CT-30	2002 International Attenuator	[redacted]	**15,280**	**Diesel**
31	2017 Ford F250 SRW-Werner	[redacted]		
32	2002 Ford F550	[redacted]	**10,854**	**Diesel**
33	2002 Freightliner Utility-Box Loop	[redacted]	**13,836**	**Diesel**
34	2007 GMC Van Fiber Splicer	[redacted]		**gaS**
35	2006 Chevrolet C4500	[redacted]	**17,500**	**GAS**
36	2000 Ford F450	[redacted]	**10,740**	**Diesel**
37	2001 Isuzu NPR	[redacted]	**8,620**	**Diesel**
CT-37	2003 International Attenuator Truck	[redacted]	**14,200**	**Diesel**
38	2006 Ford E-550	[redacted]	**7,071**	**Diesel**
39	2011 Ford F550	[redacted]		**GAS**
CT-40	2007 International 4300	[redacted]	**10,000**	**Diesel**
40	2009 Ford Van Bucket	[redacted]		
41	2009 Ford Econoline	[redacted]		
42	2009 Ford E350	[redacted]		
43	2007 Isuzu	[redacted]		
44	2005 FORD PICK UP	[redacted]		
45	2004 Ford E450	[redacted]	**5,896**	**Diesel**
46	2004 Ford E450-BOX	[redacted]	**5,507**	**Diesel**
		[redacted]		
48	2019 Ford T350	[redacted]	**10,000**	**GAS**
49	2004 Freightliner FL70-Box Loop	[redacted]	**10,283**	**Diesel**
50	2004 Chevy Pickup	[redacted]		
CT-50	2205 International	[redacted]		DIESEL

51	2019 Ford Transit (GN)	[redacted]		
52	2012 International Frieght	[redacted]		DIESEL
53	2012 International Frieght	[redacted]		DIESEL
54	2021 Chevy Silverado Ronnie New Truck	[redacted]		
55	2016 Chevy 1500 SEAN GARFIN	[redacted]		
56	2013 F150 - Joe Flannagan	[redacted]		
57	2014 Ford F150 XL GORDON	[redacted]		
58	2013 F-150 - Carmen	[redacted]		
		[redacted]		
61		[redacted]		
62		[redacted]		
63		[redacted]		
64	2013 Ford E350	[redacted]		
65	2013 Ford E350	[redacted]		
66	2013 Ford E350	[redacted]		
67	2014 Chevrolet Silverado 2500-Pick up Brian G	[redacted]		
68	2013 Ford E350	[redacted]		
69	2013 Ford E350	[redacted]		
70	2013 Ford E350 Richard Townsend	[redacted]		
71	2013 Ford E350	[redacted]		
72	2013 Ford E350	[redacted]		
73	2013 Ford E350	[redacted]		
74	2006 Chevrolet Bucket Truck	[redacted]	**8,956**	**Diesel**
74	2016 Chevrolet Silverado	[redacted]		
75	1999 International Utility	[redacted]	**14,647**	**Diesel**
76	2007 INTER UTILITY	[redacted]	**14,300**	**Diesel**
77	1998 Freightliner FL-80 Bucket Truck -85 Footer	[redacted]	**24,775**	**Diesel**
78	2009 Ford Utility - F550 Bucket	[redacted]		

		[redacted]		
26FT	2002 Freightliner MT-4500	[redacted]	**7,705**	**Diesel**
FRED	2021 Land Rover	[redacted]		
Denise	2017 Cadillalc Esc	[redacted]		
JOHN G	2023 F150	[redacted]		Gas
John G	2019 Jeep	[redacted]		
PAM	2021 Porsche Cayenne	[redacted]		
JOHN G	2021 Dodge Challenger	[redacted]		
PAUL		[redacted]		
Chuck	2011 Dodge Ram	[redacted]		
Timmy	2019 Ford F150	[redacted]		
TRL	1972 HoggDavis Hydra 985	[redacted]		
TRL	1982 Homem Utility	[redacted]		
TRL	1993 Utility Trailer	[redacted]		
TRL	2000 Kiefe Trailer	[redacted]		
TRL	2000 Kiefe Trailer	[redacted]		
TRL	2002 Carmal LTRL	[redacted]		
TRL	2015 inTech Trailer	[redacted]		
TRL	2023 Felling Trailer	[redacted]		

14. In what manner have you inspected this proposed work? Explain in detail.

Looked at Existing Intersections

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

- Take over existing intersection maintenance
- Layout new equipment
- Perform all underground work
- Install all poles. cable, signals, controller cab.
- Turn on new signal
- Remove & return all old to NCDPW

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Paul Stram | Tim Forster

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

-Please see attached
Commercial | General
Liability certificate.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/19/2025

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
City Underwriting Agency Inc.
2001 Marcus Avenue
Suite W180
Lake Success NY 11042

CONTACT NAME: Kevin Tynan
PHONE (A/C, No, Ext): 516-358-3507
FAX (A/C, No):
E-MAIL ADDRESS: ktynan@cuagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of America	25666
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : The Travelers Indemnity Company	25658
INSURER D : The Phoenix Insurance Company	25623
INSURER E : Navigators Insurance Company	42307
INSURER F : American Casualty Company of Reading,	20427

INSURED
Hinck Electrical Contractor, Inc.
75 Orville Drive, Suite 1
Bohemia NY 11716

COVERAGES

CERTIFICATE NUMBER: [redacted]

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	[redacted]	11/1/2024	11/1/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	[redacted]	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION $	Y	Y	[redacted]	11/1/2024	11/1/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	[redacted]	11/1/2024	11/1/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E F	2nd Excess Builders Risk			[redacted]	11/1/2024 9/15/2024	11/1/2025 9/15/2025	Limit Limit	5,000,000 2,000,000

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

Issued as Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

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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The ACORD name and logo are registered marks of ACORD

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Suffolk)

John G. Buck Being duly sworn, deposes and says: That he resides at [redacted] ~~Street~~, in the City of [redacted] that he is the President of Hinck Electrical Contractor Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

Susan L. Ruch
Notary Public, State of New York
Reg. No. 01RU6146994
Qualified in Suffolk County
Commission Expires 05-30-2026

Susan L. Ruch
Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

____________________ Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

____________________ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

Notary

NO TEXT ON THIS PAGE

HINCK ELECTRICAL CONTRACTOR, INC. AND AFFILIATE
COMBINED BALANCE SHEET
APRIL 30, 2025

ASSETS

[redacted]

CURRENT ASSETS:

Cash and cash equivalents

Contract receivables, net of allowance for credit losses [redacted]

Contract assets (including conditional retainage [redacted]

Prepaid income taxes

Prepaid expenses and other current assets

Total Current Assets

PROPERTY AND EQUIPMENT, NET

OTHER ASSETS:

Federal tax deposit

TOTAL ASSETS

HINCK ELECTRICAL CONTRACTOR, INC. AND AFFILIATE
COMBINED BALANCE SHEET
APRIL 30, 2025

LIABILITIES AND EQUITY

CURRENT LIABILITIES:
Accounts payable
Contract liabilities (net of conditional retainage [redacted]

Total Current Liabilities

LONG-TERM LIABILITIES:
Income taxes payable - deferred

Total Liabilities

CONTINGENCIES

EQUITY:
Common stock, no par value; 100 shares authorized, issued and outstanding
Additional paid-in capital
Retained earnings and member's equity

Total Equity

TOTAL LIABILITIES AND EQUITY

[redacted]

JOINT APPRENTICESHIP
and
TRAINING COMMITTEE
for the
Electrical Industry
OF NASSAU
& SUFFOLK COUNTIES

370 Motor Parkway
Hauppauge, NY 11788
(631) 434-3939
Fax: (631) 434-3991
www.lijatc.org

August 19, 2025

Hinck Electric Inc.
75 Orville Drive
Suite 1
Bohemia, NY 11716
ATTN: J. Buck, President

Dear: Mr. Buck:

Please be advised that because you are signatory in good standing to the Collective Bargaining Agreement between Local Union No. 25, I.B.E.W. and the National Electrical Contractors Association you are entitled to hire apprentices through the Joint Apprenticeship and Training Committee electrical apprenticeship program.

Our apprenticeship program is registered with the New York State Department of Labor and is approved and recognized as such, we also comply with all provisions of Nassau and Suffolk County Law.

If you currently employ or have employed apprentices in the past and you need to provide proof that the apprentice(s) is, are or were a part of a New York State registered apprenticeship program, we will be happy to provide you with a copy of a current AT-401 (New York State Apprenticeship Agreement) or a New York State Department of Labor Certification of Completion of Apprenticeship Training.

Sincerely,

JOINT APPRENTICESHIP
AND TRAINING COMMITTEE

Christopher E. Kelly
Training Director

CEK/ek

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1611 LOCUST AVENUE
BOHEMIA, L.I., N.Y. 11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

May 14, 2025

Town of Islip
401 Main Street,
Room 227, ISLIP, NY 11751

Re: Road and Heavy Construction Laborers Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

TO WHOM IT MAY CONCERN:

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program" ("ATP"), The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to G.G.G. Construction Corp., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2023 to May 31, 2025.

Any additional questions should be directed to my attention.

Fraternally yours,

Edward G. Harbach

Edward G. Harbach
President Road & Heavy Construction Laborers' Union Local 1298

Training Director
Joint Apprenticeship Training Fund

SCHOOL (631) 286-8877
FAX (631) 286-8683

APPRENTICESHIP AND TRAINING • JOURNEYMEN • RETRAINING SCHOOL

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNIONS 138,138A,1388 Nassau & Suffolk Counties

UNION- P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206
SCHOOL- 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

May 14, 2025

Town of Islip
401 Main Street,
Room 227, ISLIP, NY 11751

Local 138 Apprenticeship School (the "Apprenticeship School")
NYS Sponsor #00422
NYS ATP Code #18318
GGG Construction Corp.

To Whom It May Concern,

This letter serves to confirm that the Apprenticeship School conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to GGG Construction Corp., to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2025.The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

FRATERNALLY YOURS,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

Hinck Electrical Contractor, Inc.
75 Orville Drive
Suite 1
Bohemia, New York 11716
Phone Number: 6312777700
Registration Number: 24-63ZEF-CR
Date of Issue: 2024-11-19
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of
Labor

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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JOINT APPRENTICESHIP
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August 19, 2025

Hinck Electric Inc.
75 Orville Drive
Suite 1
Bohemia, NY 11716
ATTN: J. Buck, President

Dear: Mr. Buck:

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If you currently employ or have employed apprentices in the past and you need to provide proof that the apprentice(s) is, are or were a part of a New York State registered apprenticeship program, we will be happy to provide you with a copy of a current AT-401 (New York State Apprenticeship Agreement) or a New York State Department of Labor Certification of Completion of Apprenticeship Training.

Sincerely,

JOINT APPRENTICESHIP
AND TRAINING COMMITTEE

Christopher E. Kelly
Training Director

CEK/ek

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

John G. Buck, President 3/24/2026
Name and Title of Authorized Representative m/d/yy

John G. Buck
Signature

3/24/2026
Date

Hinck Electrical Contractor, Inc.
Name of Organization

75 Orville Drive, Suite 1 Bohemia, NY 11716
Address of Organization

NIJ OJJDOVC OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX U

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Hinck Electrical Contractor Inc
Address (street/city/state/zip code):	75 Orville Drive, Suite 1 Bohemia. NY 11716
Authorized Representative (name/title):	Paul Stram - Vice President/ Secretary
Authorized Signature:	Paul St
Contract Number:	T62462 -01G
Contract/Project Name:	Traffic Signal Expansion Phase 10
Contract/Project Description:	Brand new intersections on 4 Major Roadways in Nassau Complete including removals

Part 2- Projected MBE/WBE/SDVOB Contract Summary: $17,112,868.35

	Amount ($)	~~17,396,397.20~~	Percentage (%)
Total Dollar Value of the Prime Contract		DBE Contract Percentage	10%
Total MBE Dollar Amount		MBE Contract Percentage	
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

Revised By: Paul St
Date: 6/30/2026

APPENDIX U

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Hinck Electrical Contractor Inc
Address (street/city/state/zip code):	75 Orville Drive, Suite 1 Bohemia. NY 11716
Authorized Representative (name/title):	Paul Stram - Vice President/Secretary
Authorized Signature:	Paul
Contract Number:	T62462-01G
Contract/Project Name:	Traffic Signal Expansion Phase 10
Contract/Project Description:	Brand new intersections on 4 Major Roadways in Nassau Complete including removals

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount ($)	17,396,397.20	Percentage (%)
Total Dollar Value of the Prime Contract		DBE Contract Percentage	10%
Total MBE Dollar Amount		MBE Contract Percentage	
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

NO TEXT ON THIS PAGE

Part 3- MBE Information (use additional blank sheets as necessary):

DBE ~~MBE~~ Firm	Description of Work (~~MBE~~) DBE	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: DBE Electric Corp. Address: 980 Little E Neck Rd City: West Babylon State/Zip Code: NY. 11704 Authorized Representative: Amish Patel EIN [redacted] Telephone No. 516-825-9878	Furnish Traffic poles & Anchor bolts	Amount ($): 1,488,839.70 Award Date:	Start Date: Not Sure yet Completion Date:
Name: Marbelite Equipment Corp. Address: 1913 Atlantic Ave City: Manasquan, NJ State/Zip Code: NJ. 08736 Authorized Representative: Melissa Veroloni Telephone No. 732-292-2100 (x-2)	Assemble & provide all Traffic Signal Equipment	Amount ($): 1,568,973.00 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Certified: --

B-15-26

FILED BY THE NASSAU COUNTY CLERK OF
THE LEGISLATURE AUGUST 27, 2026
3:10 PM

NIFS ID: H90059-01G

Capital: **X**

Contract ID #: **H90059-01G**
NIFS Entry Date:
DPW Contract Number: **H90059-01G**

Department: Public Works

Service: **Supreme Court Loading Dock Rehabilitation H90059-01G B15-26**
Term: **Twelve (12) months from NTP**
Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Macedo Contracting Services Inc** DBA: **Macedo Construction**	ID#:**813636143**
Main Address: **PO Box 64** **ronkonkoma, NY 11779**	
Main Contact: **manuel macedo**	
Main Phone: **(631) 698-1120**	

Department:
Contact Name: **Daniel Wong**
Address: **Nassau County Department of Public Works** **1194 Prospect Ave 2nd Fl** **Westbury, NY 11590**
Phone: **(516) 571-6886**
Email: **cpaggi@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,dwong@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: This contract will repair the Supreme Court Loading Dock including the loading dock underpass and the adjoining ramps of the Nassau County Supreme Court building as well as walkways along the North, East, West and South sides of the building.

Procurement History: A request for sealed bids was advertised on December 31, 2025, in the New York Post, NYS Contract Reporter and on the Nassau County Procurement site. Three (3) bids were received on February 3, 2026. Macedo Contracting Services was the lowest responsible bidder after Sacco Construction Service, LLC bid was rejected for multiple inconsistencies in their pricing.

Description of General Provisions: Project duration is twelve (12) months to rehabilitate the Supreme Court Dock. MBWE utilization is 2.87.

Impact on Funding / Price Analysis: The maximum corrected contract amount is $6,272,409.00. Funding is available under Capital Project 90059.

Change in Contract from Prior Procurement: New Procurement.

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: H90059-01G

Advertised On: 12/31/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 02/03/2026

Number of bids received: 3

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00004	PWCAPCAP 00004 90059 000	01	$6,272,409.00
Project Number 90059 Project Detail 000								
						TOTAL		**$6,272,409.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	
Federal	$0.00
State	$0.00
Capital	$6,272,409.00
Other	$0.00
Total	**$6,272,409.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	08/13/2026 11:50AM	Approved
NIFS Final Approval	Loretta Dionisio	08/13/2026 11:56AM	Approved
Final Approval	Loretta Dionisio	08/13/2026 11:56AM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	08/13/2026 11:56AM	Approved
Final Approval	Loretta Dionisio	08/13/2026 11:56AM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	08/13/2026 02:40PM	Approved
Approval as to Form	Julie Silverstein	08/18/2026 03:40PM	Approved
NIFS Approval	Mary Nori	08/19/2026 11:41AM	Approved
Final Approval	Mary Nori	08/19/2026 11:41AM	Approved
OMB			
NIFS Approval	Aniello Morgillo	08/13/2026 11:58AM	Approved
NIFA Approval	Christopher Nolan	08/14/2026 10:36AM	Approved
Final Approval	Christopher Nolan	08/14/2026 10:36AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	08/19/2026 01:38PM	Approved
DCE Compliance Approval	Robert Cleary	08/21/2026 02:46PM	Approved
Vertical DCE Approval	Arthur Walsh	08/27/2026 11:49AM	Approved
Final Approval	Arthur Walsh	08/27/2026 11:49AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/27/2026 02:40PM	Approved

Legislature			
Final Approval			In Progress
DPW NIFS Field Entry			
Final Approval			Pending
NIFA			
NIFA Approval			Pending
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending

B15-26

RULES RESOLUTION NO. -2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND MACEDO CONTRACTING SERVICES, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS [“Department”] has received competitive bids for contract H90059-01G, for SUPREME COURT LOADING DOCK REHABILITATION– NASSAU COUNTY, NY [“Contract”], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of MACEDO CONTRACTING SERVICES, INC.

[“Vendor”] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 6,272,409.00, now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

BID BOND

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Macedo Contracting Services Inc, PO Box 64, Ronkonkoma, NY 11779

as Principal; and Hudson Insurance Company as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of the Bid Amount dollars ($ 10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 3rd day of February, 20 26

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. H90059-01G for the

Supreme Court Loading Dock Rehabilitation

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Macedo Contracting Services Inc.
Contractor

by ______________________ (L.S.) (Corporate seal of Contractor
Manuel Macedo president Title if a corporation)

by ______________________ (L.S.)
Title Secretary

by Smantha Gaccola ______________________ (L.S.)
Title Manager

Hudson Insurance Company

Surety

by ______________________ Yannis Legakis (L.S.)
Title of Officer Attorney-in-Fact

Attest: ______________________ (L.S.) (Corporate seal of Surety)
Title of Officer

(Acknowledgment by Contractor if a corporation)

STATE OF New York)
)
ss.:
COUNTY OF Suffolk)

On this 2 day of February, 2026, before me personally came Manuel Macedo to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted]
that he is the President of the Macedo Contracting Service the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

SANDRA PIMENTEL
Notary Public, State of New York
No. 01PI6129920
Qualified in Suffolk County
Commission Expires July 5, 20

Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF ____________)
)
ss.:
COUNTY OF ____________)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF ____________)
)
ss.:
COUNTY OF ____________)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

)

ss.:
COUNTY OF Putnam)

On this 3rd day of February , 20 26 , before me personally came Yannis Legakis to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the Attorney-in-Fact of the Hudson Insurance Company , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Hudson Insurance Company further said that he is acquainted with Yannis Legakis and knows him to be the Attorney-in-Fact of said company; that the signature of the said Yannis Legakis subscribed to the within instrument is in the genuine handwriting of the said Yannis legakis and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Hudson Insurance Company .

QIAO RONG HUANG
Notary Public, State of New Yo
Reg. No. 01HU00420
Qualified in Putnam C
Commission Expire

Notary Public

QIAO RONG HUANG
Notary Public, State of New York
Reg. No. 01HU0042007
Qualified in Putnam County
Commission Expires 09/24/2029

POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

HUDSON
INSURANCE GROUP

BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Yannis Legakis

of the State of New York

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds and Consents of Surety for any and all purposes.

Such bid bonds and Consents of Surety, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized,on this 1st day of November , 2025 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest...
Karen L. Colonna, Corporate Secretary

By...
Andrew A. Dickson, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 1st day of November , 20 25 before me personally came Andrew A. Dickon to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)

....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2029

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Karen L. Colonna** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

> "RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and
>
> FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 3rd day of February , 20 26 .

By...
Karen L. Colonna, Corporate Secretary

FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2024

ASSETS

Bonds	$	[redacted]
Preferred stocks		[redacted]
Common stocks		[redacted]
Mortgage Loans on Real Estate		[redacted]
Cash on hand and on deposit		[redacted]
Reinsurance Receivable		[redacted]
FIT recoverable (including net deferred tax asset)		[redacted]
Uncollected premiums and agents' balances in the course of collection		[redacted]
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		[redacted]
Other Assets		[redacted]
Total Assets	$	[redacted]

LIABILITIES & SURPLUS

Losses	$	[redacted]
Loss adjustment expense		[redacted]
Other expenses		[redacted]
Unearned Premiums		[redacted]
Ceded reinsurance premiums payable		[redacted]
Payable to parent, subsidiaries and affiliates		[redacted]
Commissions payable, contingent commissions and other similar charges		[redacted]
Other Liabilities		[redacted]
Total Liabilities	$	[redacted]
Preferred and Common capital stock	$	[redacted]
Gross paid in and contributed surplus		[redacted]
Unassigned funds (surplus)		[redacted]
Surplus as regards policyholders	$	[redacted]
Total Liabilities and Surplus	$	[redacted]

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, Rob Wolf, the undersigned Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2024.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 25th day of March, 2025.

Rob Wolf
Chief Financial Officer

Subscribed and sworn to before me this 25th day of March, 2025.
My commission expires

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County, Certified in New York
Commission Expires December 10, 2025

CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Hudson Insurance Company
of Wilmington, Delaware

a corporation organized under the laws of Delaware and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $715,837,847. (Capital $7,500,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2024, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 4th day of April 2025

Adrienne A. Harris
Superintendent

By

Rawle Lewis
Special Deputy Superintendent

PROPOSAL
To the County of Nassau
SUPREME COURT LOADING DOCK REHABILITATION

Contract No. H90059-01G

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the plans and specifications for the amount named in the proposal hereinafter described.

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: macedo contracting services Inc.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 685 Station Road. Bellport, NY 11731

Telephone: 631 698 1120 Date: February 2, 2026

FAX Tele: 631 698 3032 E-Mail: Info@macedoinc.com

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New york.

Name of President: manuel macedo

President's Domicile: [redacted]

Name of Vice Pres: manuel macedo

Vice Pres's Domicile: [redacted]

Corporate Officer: manuel macedo Title: Secrey

Corporate Officer's Domicile: [redacted]

Corporate Officer: manuel macedo Title: Treary

Corporate Officer's Domicile: [redacted]

NO TEXT ON THIS PAGE

The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.

3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
1M/F	1	LS	Mobilization With Field Office	For: four hundred seventy five thousand, dollars, zero cents	475,000.00	475,000.00
2	1570	CY	Unclassified Excavation	For: fifty five dollars, zero cents	55.00	86,350.00
3	210	CY	Trench, Culvert and Bridge Excavation	For: fifty five dollars, zero cents	$55.00	11,550.00
4A	1140	SY	Cement Concrete Breaking (Pavement)	For: Forty eight dollars, zero Cents	48.00	54,720.00
5C	310	CY	Selected Fill	For: fifty five dollars, zero cents	55.00	17,050.00
9	200	CY	Topsoil	For: Sixty dollars, zero cents	60.00	12,000.00
10A-1	140	SF	Excavation Protection System	For: Twenty five dollars, zero cents	25.00	3,500.00
12H	30	LF	Clean Existing Drainage System	For: Twenty dollars, zero cents	20.00	600.00
12E-8	210	LF	8" Cast Iron Culvert Pipe	For: one hundred and twenty dollars, zero cents	120.00	25,200.00
12P-4	127	LF	4 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Twenty nine dollars, zero cents	29.00	3,683.00
12P-6	35	LF	6 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: forty eight dollars, zero cents.	48.00	1,680.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
12P-10	450	LF	10 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Thirty nine dollars, zero cents	39.00	17,550.00
13BP-4	7	LF	Precast Manhole, 4'-0" Diameter	For: Six hundred dollars, zero cents	600.00	4,200.00
13C	12	EA	Area Drain	For: one thousand, eight hundred seventy five dollars, zero cents	1,875.00	22,500.00
14	5	EA	Connections to Existing Drainage Facilities	For: five hundred dollars, zero cents	500.00	2,500.00
15	3	EA	Rehabilitation of Catch Basins	For: one thousand five hundred dollars, zero cents	1,500.00	4,500.00
20	30	CY	Broken Stone, Loose Measure	For: one hundred dollars, zero cents	100.00	3,000.00
24	90	CY	Cement Concrete Pavement	For: five hundred dollars zero cents	500.00	45,000.00
26MOD	1025	LF	Concrete Curb - Edge Restraint Assembly	For: sixty dollars, zero cents	60.00	61,500.00
26	10	LF	Concrete Curb	For: one hundred dollars, zero cents	100.00	1,000.00
27	12190	SF	Cement Concrete Sidewalk	For: eighteen dollars, zero cents	18.00	219,420.00
30	250	sy	Metal Reinforcement for Concrete Pavement	For: Twenty dollars, zero cents	20.00	5,000.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
58RPC	930	LF	Saw Cutting Existing Roadway Pavement and Concrete	For: Two dollars, zero cents	2.00	1,860.00
81	100	LBS	Structural Steel	For: Ten dollars, zero cents	10.00	1,000.00
95	50	LF	Metal Protection Plates for Curbs	For: Two hundred dollars, zero cents	200.00	10,000.00
102	1	LS	Work Zone Traffic Control	For: Six hundred seventy five thousand dollars, zero cents	675,000.00	675,000.00
104XF	52	LF	Remove Existing Fence	For: Twenty dollars, zero cents	20.00	1,040.00
106A	16	LF	Post Painting	For: One hundred dollars, zero cents	100.00	1,600.00
106VBG	52	LF	Vehicle Barrier Gate	For: Four hundred dollars, zero cents	400.00	20,800.00
133	780	LF	Clean & Fill Joints & Cracks	For: Thirty dollars, zero cents	30.00	23,400.00
136	1	LS	Survey Stakeout	For: Five thousand dollars, zero cents	5,000.00	5,000.00
141B	21	EA	Silt Protection for Surface Inlet Drainage Structure	For: Two hundred dollars, zero cents	200.00	4,200.00
142D	1	LS	Structural Steel Painting, Paint System D	For: Two hundred thousand dollars, zero cents	200,000.00	200,000.00

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
144MOD	2000	SY	Waterproofing Membrane	For: one hundred eighty five dollars, zero cents	~~150.00~~ 185.00	~~300,000.00~~ 370,000.00
145MOD	460	GAL	Protective Coating	For: one hundred fifty dollars, zero cents	150.00	69,000.00
158A	1290	SF	Geotextile Cloth	For: One dollar, zero cents	1.00	1,290.00
162A-1	850	EA	Groundcovers & Ornamental Grass (1 Gallon Container)	For: fifty five dollars, zero cents	55.00	46,750.00
162A-2	2	EA	Groundcovers & Ornamental Grass (2	For: fifty five dollars, zero cents	55.00	110.00
162B	45	EA	Perennial Bulbs	For: fifty five dollars, zero cents	55.00	2,475.00
179C	1025	LF	Aluminum Plant Bed Edge	For: Twenty five dollars, zero cents	25.00	25,6250.00
180	30	LF	Trench Drain	For: Three hundred twenty dollars, zero cents	320.00	9,600.00
199*	1	LS	Interim Payments	For: one hundred forty thousand dollars, zero cents	$140,000.00	140,000.00
199S*	1	LS	Steel/Iron Price Adjustment	For: five thousand dollars zero cents	$5,000.00	5,000.00
361B	1	EA	Planting Trees and Shrubs	For: one thousand five hundred dollars zero cents	1,500.00	1,500.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
361E	230	EA	Planting Trees and Shrubs	For: one hundred thirty five dollar zero cents	135.00	31,050.00
361F	7	EA	Planting Trees and Shrubs	For: four hundred dollars, zero cents	400.00	2,800.00
365	8640	SF	Sodding	For: one dollar, sixty five cents	1.65	14,256.00
420R	1	EA	Regrade a Pullbox Frame and Cover	For: one thousand dollars, zero cents	1,000.00	1,000.00
442W	10	LF	Epoxy Reflectorized Pavements Markings (White)	For: Ten dollars, zero cents	10.00	100.00
442Y	525	LF	Epoxy Reflectorized Pavements Markings (Yellow)	For: Ten dollars, zero cents	10.00	5,250.00
701	8	EA	Remove, Store and Reset Existing Bench	For: one thousand dollars, zero cents	1,000.00	8,000.00
702	7490	SF	Remove, Dispose and Replace Brick Facing	For: Two hundred fifty dollars, zero cents	250.00	1,872,500.00
703	750	LF	Remove, Store and Reinstall Existing Granite Cap	For: One hundred dollars, zero cents	100.00	75,000.00
704	10090	SF	Maintenance and Repair of Cast-in-Place Concrete	For: eighty dollars, zero cent	80.00	807,200.00
705	100	LF	Slip Slab	For: Two hundred dollar zero cents.	200.00	20,000.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
706	3750	SF	Remove, Store and Reuse Existing Granite Block Facing	For: Ten dollars, no cents	10.00	37,500.00
707	1585	LF	Joint Sealants	For: Twenty five dollars, no cents	25.00	39,625.00
708	940	SF	Grouting	For: Ten dollars, zero cents	10.00	9,400.00
709	8	EA	Remove, Store and Reset Existing Light Pole	For: Two thousand, three hundred dllars, zero cents	2,300.00	18,400.00
710	38	LF	Remove and Replace Flashing	For: Two hundred dollars, zero cents	200.00	7,600.00
711	8400	SF	Clean and Repoint Granite Stones	For: Twenty dollars, no cents	20.00	168,000.00
712	1	EA	Remove, Store and Reset Landscape Appurtenances	For: Two thousand dollars, zero cents	2,000.00	2,000.00
713	50	CY	Hand and/or Pneumatic Excavation	For: Ten dollars zero cents	10.00	500.00
714	354	LF	Align Aluminum Edging	For: Twenty five dollars, zero cents	25.00	8,850.00
715	700	SF	Round Stone	For: eight dollars, zero cents	8.00	5,600.00
716	200	SY	Bark Chip Mulch	For: Fifty dollars, zero cents	50.00	10,000.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
717	2315	LBS	Integral Color Pigment for Cement Concrete	For: Ten dollars, zero cents	10.00	23,150.00
718	14480	SF	Imprinting on Concrete Pavement or Sidewalk	For: Two dollars, zero cents	2.00	28,900.00
719	1	LS	Low-Voltage Electrical Power Conductors and Cables	For: Twenty eight thousand dollars, zero cents	28,000.00	28,000.00
720	1	LS	Grounding and Bonding for Electrical Systems	For: Three thousand, five hundred dollars, zero cents	3,500.00	3,500.00
721	1	LS	Raceways and Boxes for Electrical Systems	For: Seventy thousand dollars, zero cents	70,000.00	70,000.00
722	1	LS	Underground Ducts and Raceways for Electrical Systems	For: Two thousand nine hundred dollars, zero cents	2,900.00	2,900.00
723	1	LS	Identification for Electrical Systems	For: Two hundred dollars, zero cents	250.00	250.00
724	8	EA	Foundation for Lights	For: One thousand eight hundred seventy five dollars zero cents	1,875.00	15,000.00
725	1	LS	Hangers and Supports for Electrical Systems	For: Four thousand dollars, zero cents	4,000.00	4,000.00
726	1	LS	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	For: One thousand dollars, zero cents	1,000.00	1,000.00
727	1	LS	Lighting Control Devices	For: Seven thousand Five hundred dollars zero cents	7,500.00	7,500.00

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Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
728	1	LS	Enclosed Switches and Circuit Breakers	For: Three thousand four hundred dollars, zero cents	3,400.00	3,400.00
729	1	LS	LED Exterior Lighting	For: ninety six thousand, five hundred dollars, zero cents	96,500.00	96,500.00
730	50	SF	Replace Granite Block Facing	For: two hundred dollars zero cents	200.00	10,000.00
731	760	LF	Painting of Fire Sprinkler Piping	For: fifteen dollars no cents	15.00	11,400.00
732	60	LF	Remove, Store and Reset Existing Handrail	For: Sixty dollars, no cents	60.00	3,600.00
733	723	SY	Overlay Conrete, Class DP	For: One hundred and five dollars, no cents	105.00	75,915.00
744*	1	LS	Force Account Work	For: fifty dollars, no zero	$50,000.00	50,000.00

*Force Bid

Total Bid in Numbers $ 6,272,459.00

Total Amount in Words Six million, two hundred seventy two thousand, four hundred fifty-nine dollars and zero cents

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BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
ACTING COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: macedo contracting services Inc.

Contract Title: supreme cart Loading Dock Rehabilitation

Contract Number: H90059-01G

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

Signature

2/2/2024
Date

manuel macedo
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: Macedo ContractingServices Inc.

Address (street/city/state/zip code): 685 Station Road Bellport NY 11713

Authorized Representative (name/title): manuel macedo, President

Authorized Signature:

Contract Number: H90059-026

Contract/Project Name: Supreme Court Loading Dock Rehabilitaton

Contract/Project Description: Supreme court Loading Dock Rehabilitation.

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	6,272,459.00		~~2.39%~~ 37
Total MBE Dollar Amount	150,000.00	MBE Contract Percentage	~~2.39%~~ 2.39%
Total WBE Dollar Amount	145,000.00	WBE Contract Percentage	32 ~~%~~ 2.31%
Total SDVOB Dollar Amount	0	SDVOB Contract Percentage	0%
Total Combined M/WBE/SDVOB Dollar Amount	295,000.00	Combined M/WBE/SDVOB Contract Percentage	4.70%

To be provided if lowest Bidder

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): ________ Award Date: ________	Start Date: ________ Completion Date: ________
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): ________ Award Date: ________	Start Date: ________ Completion Date: ________
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): ________ Award Date: ________	Start Date: ________ Completion Date: ________

To be provided if lowest Bidder

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

To be provided if lowest Bidder

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

POLICY/PROCEDURE TITLE: **Nassau County Vendor Code of Ethics**	**DATE ISSUED:** **June 5th, 2019**
DEPARTMENT ISSUING: **Executive – Compliance**	**AUTHORIZED and SIGNED BY:** Deputy County Executive For Compliance County Executive

POLICY:	The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.
PURPOSE:	To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.
SCOPE:	All vendors doing business or seeking to do business with Nassau County as specified in the Code.

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Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance, services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or

(ii)30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.

Vendor Code of Ethics

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: H90059-01G

Project Description: Supreme Court Loading Dock Rehabilitation

The prospective lower tier participant ______________________________(subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to Macedo Contracting [illegible] [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 2 day of February, 20 26.

By ______________________________ Signature of Authorized Official

Mark Macedo, [illegible] Name and Title of Authorized Official

Vendor Code of Ethics

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: macedo contracting services inc

Bid/Proposal No.: H90059-02G

I, paul macedo, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on __________ and that I understand it and will comply with this Code in my participation in procurements between macedo contracting (Vendor name) and Nassau County.

Executed this 2 day of february, 2022.

By ____________________ Signature of Employee

paul macedo, pr Name and Title of Employee

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: macedo contracting services Inc.

TELEPHONE NUMBER: 631 698 1120

WORK SITE OR FACILITY NAME: Supreme court Loading Dock Rehabilitation

WORK SITE OR FACILITY ADDRESS OR
OTHER IDENTIFYING DESCRIPTION: Supreme court Building
mineola, NY

2/2/26

Signature Date

manuel macedo, presid

Print Name and Title of Signer

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. H90059-02K

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address ~~[illegible]~~ JJ Macedo Contracting Services Inc 685 [illegible] Bellport NY 11713 Federal ID No.: [redacted]	Project Description (Project Title, Facility Name and Address): Supreme Court Loading Dock Rehabilitation	Bid Date: February 3, 2026	Total Contract Amt: 6,272,459.00

Indicate ANY work to be **self-performed** by the contractor in the following categories (check all that apply):

N/A ☐ Plumbing and Gas Fitting

N/A ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus

☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box [ ] ,skip to bottom of form, and sign it as required.

	Check (✓) *only* one.				
~~Hinck Electrical Contractors Inc.~~ ~~75 Orville Dr~~ ~~Bohemia NY 11716~~ JJ Subcontractor's Name, Address and Federal ID No.	Plumbing and Gas Fitting N/A	Steam Heating, Hot Water Heating, Ventiliating and AC Apparatus N/A	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
→ Hinck Electrical Contractors Inc. 75 Orville Dr. Bohemia NY 11716 Federal ID No.	☐	☐	☒	Electrical Contracting Line Item	$ 300,000.00
Federal ID No.	☐	☐	☐		/
Federal ID No.	☐	☐	☐		/

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and ~~in its~~ entirety, may result in a non responsive bid determination.

Company Authorized Signature: ______ Title: President Date: 2/2/26

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

manuel macedo, President 2/2/2024
Name and Title of Authorized Representative m/d/yy

Signature 2/2/24
Date

macedo contracting services inc
Name of Organization

685 Station Rd Bellport NY 11713
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ [✓ No]

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

macedo Contracting services Inc.
(Name of Business)

NO TEXT ON THIS PAGE

Appendix C:

Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b)

Offerer Certification:

Offerer affirms that it understands and agrees to comply with the procedures of the Government
Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: February 2, 2026

Signature:

Name: manuel macedo

Title: President

Contractor Name: macedo Contracting Services Inc.

Contractor Address: 685 Acton Road Bellport NY 11713

NO TEXT ON THIS PAGE

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law § 165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

[✓ a.] **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ b. **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

2/2/24 — Signature/Date

manuel macedo, presid — Print Name and Position

NO TEXT ON THIS PAGE

PROPOSAL: For all work in accordance with the drawings and specifications:

macedo Contracting services Inc.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number __________

Firm or Corporation's Federal ID Number [redacted]

Firm or Corporation's Municipal License ID Number [redacted]

Municipal Licensing Agency Nassau County Consumer Affairs

[redacted]

By: __________ Date: 2/2/26

(Print) manuel macedo Title: President

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST; __________
Secretary

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 10 years.

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 22 years

   b. as a Subcontractor 22 years.

3. List below the construction projects your firm has under way as of this date: ⊗ See attached

	Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
1)	$3,342,000.00	Roadway Reconstruction	<10%	NCDPW - Quaker Meeting House Rd Project # T62801-01G 1194 Prospect Ave. Westbury, NY 11590
2)	$1,099,010	Road construction + fencing.	50%	Town of Brookhaven, 1 Independence Hill, Farmingville, NY 11738
3)	$2,114,638	Drainage project	0%	Village of Floral Park One Floral Blvd, Floral Park NY 11002

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
⊗ See attached sheet			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

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d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State. NO violations of prevailing wage or supplemental payment requirement by DOL of NYS.

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.
USDOL audit resulted in consent judgement of settlement which was fully satisfied → regarding overtime wages + travel time pay. Audit period 2016-2019.
NYS DOL audit resulted in consent judgment of settlement - which is paid up according to payment agreement - re-overtime pay + travel wages - audit period 2016-2021.

10. In what other lines of business are you financially interested?
~~[illegible]~~
Bluegill Logistics Corp - Trucking hauling company
Melo Holding LLC - office rental space.

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11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
manuel macedo	owner President	25 years.	Involved in all phases of Business	Full capacity

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See attached.			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

No.

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

14. In what manner have you inspected this proposed work? Explain in detail.

Reviewed plans + specifications,
onsite visit | Observe + noted existing conditions, etc.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

- ~~Plan~~ Layout
  - Utility Markout - Coordination.
  - ~~Drainage Install~~ / Demolition
  - Drainage installed
  - Concrete work.
  - Brick work.
  - Repairs.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Manuel Macedo, owner.

- See attached

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
GL	Berkley	1/2M	7/1/25 - 7/1/26
Umbrella	Transvers.	5M	7/1/25 - 7/1/26
WC	NYSIF	1M-1	7/1/25 - 7/1/26
Auto	Riverport	1M	7/1/25 - 7/1/26

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18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

manuel macedo Being duly sworn, deposes and says: That he resides at [redacted] Street, in the City of Nesconset that he is the president of Macedo contracting services Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
this 2 day of February, 2026

SANDRA PIMENTEL
Notary Public, State of New York
No. 01PI6129920
Qualified in Suffolk County
Commission Expires July 5, 2026

Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

____________________ Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

____________________ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

____
Notary

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NOTICE OF AWARD

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WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

MACEDO CONTRACTING SERVICES, INC.
DBA: Macedo Construction
685 Station Road
Bellport, New York 11713
Phone Number: 6316981120
Registration Number: 24-64BNF-CR
Date of Issue: 2024-12-13
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon

Roberta Reardon
Commissioner
New York State Department of
Labor

New York State Department of Labor
Bureau of Public Work & Prevailing Wage Enforcement
State Office Campus, Building 12, Room 130
Albany, NY 12226

WE ARE YOUR DOL
NEW YORK STATE | Department of Labor

MACEDO CONTRACTING SERVICES, INC.
PO BOX 64
Ronkonkoma, New York 11779

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

Shaun McCready

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

Macedo Contracting Services Inc
Attached sheet page 1 of 3

Bid: County of Nassau Department of Public works:
Supreme Court Loading Dock Rehabilitation

Contract No: H90059-01G
Bid date: February3, 2026

CONTRACTOR QUALIFICATIONS STATEMENT:

#3 List below the construction projects your firm has underway as of this date:

A) Nassau County DPW: Quaker Meeting House rd. Roundabout
Contract amount [redacted]
Percentage complete <10%%

B) Village of Floral Park: 2024 Recharge Basin and Drainage Improvements Program
Contract amount [redacted]
Percentage complete 0%

C) Town of Brookhaven: Calabro Airport security Access Road And fence
Contract amount $[redacted]
Percentage complete: 70%

D) Town of Oyster Bay: Highway Improvements to the Parkway Drive Area Phase 1 Contract amount: [redacted]
Percentage complete 95%

#4 List the projects which your firm as a firm performed in the past few years which you feel will qualify you for this work:

A) Nassau County DPW: Parking Field #14 and South rd improvements
Contract amount $[redacted]
Full site renovation, drainage, asphalt, concrete, plantings, signs, fencing
Completed December 2025

B) Town of Brookhaven: Storm Water improvements to ST George Drive area
Owner: Town Of Brookhaven
Drainage installation, recharge basin, and paving, and landscape
Nelson & Pope
Contract $[redacted]
Completed October 2025

C) Town of Hempstead: PW 16-24
Owner: Town of Hempstead
Drainage , excavation, concrete, asphalt
ZIE Engineering
Contract: [redacted]
Completed: October 2025

D) Terryville Fire District Station 2- Phase 1 Sitework
Class work: Site work, excavation, drainage
Completed December 2025

E) Garden City UFSD concrete slab replacement:
Class of work: excavation, concrete
Completed august 2025

F) Town of East Hampton: Cantwell Court Road & Drainage project
Owner Town of East Hampton 159 Pantigo Rd
East Hampton, NY 11937
Heavy& highway/road work and drainage
DB Bennet PC
Contract amount [redacted]
Class of work: asphalt, concrete, drainage, land clearing
Completed December 2025

G) Town of Oyster Bay: Hicks Avenue Phase 3
Owner Town of Oyster Bay 74 Audrey Ave, Oyster Bay
Roadway improvements, drainage, concrete
Milling & paving
LKMA Engineering
Contract amount: [redacted]

H) Village of Hempstead 2024 Roadway Improvements
Roadway improvements, curb/gutter, sidewalk, drainage, milling and paving
H2M engineering
Contract amount: $[redacted]

I) Town of Brookhaven: Hilltop Drive Improvements.
Asphalt, drainage, landscape
LMKA engineering
Contract amount [redacted]

J) Town of Hempstead: PW 27-23
Owner Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work.
Cashin Associates PC
Contract amount: [redacted]
Class of work: asphalt, concrete
Date completed: June 2024

K) Town of Oyster Bay: PW 028-24
Owner Town of Oyster bay 74 Audrey Ave, Oyster Bay
Roadway improvements
Cameron Engineering
Contract Amount: [redacted]
Class of work: Paving, concrete, etc..
Date completed: July 2024

L) Town of Hempstead: PW 58-21
Owner Town of Hempstead, 1 Washington St, Hempstead, NY 11550
NV5 Engineering PC

Heavy& highway/road work
Contract amount: $[redacted]
Class of work: Drainage, asphalt, concrete, recharging basin, trenching, soil removals
Date complete: June 2023

M) Town of Hempstead: PW 35-22
Owner Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Debruin Engineering PC
Heavy& highway/road work, Culvert, drainage construction
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete, trenching, culvert and drainage installation
Date complete: December 2023

N) Village of Mineola 2021 Roadway Improvements
Owner: Village of Mineola, 155 Washington st, Mineola, NY 11501
D&B Engineers and Architects
Heavy& highway/road work
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: June 2022

O) Village of Mineola 2022 Roadway Improvements
Owner: Village of Mineola, 155 Washington st, Mineola, NY 11501
D&B Engineers and Architects
Heavy& highway/road work
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: December 2022

P) Project: Oakland Court Stormwater Drainage Improvements
Owner: Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work
NV5 engineering
Contract Amount:[redacted]
Class of work: Drainage, asphalt, concrete
Date complete: May 2022

Q) Project: Town of Hempstead PW 08-21
Owner: Town of Hempstead
Engineer: ZI Engineering
Class of work: remove asphalt, sidewalk, curb and install new asphalt roadways and sidewalk and curbs.
Location of work: various streets
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: October 2021

R) Project: GOSR Island Park Downtown Revitalization & Complete Streets
Owner: County of Nassau Office of Public Works, 1194 Prospect Ave, Westbury, NY 11590
The Liro Group
Heavy& highway/road work
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Completed: July 2022

S) Project: 2021 recon./repl Stormwater catch basins on various streets HEMV Bid #3 & Second YEAR Term, 22-23 HEMV#& Same scope& third year awarded and completed
Owner: Village of Hempstead, 99 James A Garner way, Hempstead, NY 11550
Heavy& highway/road work
Village of Hempstead Engineering
Contract amount $[redacted]
Class of work: Concrete, drainage, asphalt
Completed: September 2022 &20223 & 2024

T) Project: Landfill Transfer station slab repair
Owner: Town of Brookhaven, 1 Independence Hill Farmingville, NY
Concrete repair
LKMA engineering
Contract amount [redacted]
Class of work: Concrete
Completed: December 2023

U) Project: 2023 Park Lane Drainage upgrades
Owner: Village of Rockville Centre
Site improvements drainage
Village Of Rockville Centre engineering
Contract amount [redacted]
Class of work: drainage, concrete
Completed: July 2023

V) Town of Hempstead: PW 24-23
Owner Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work. Drainage installation
D&B Engineers and Architects
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Completed: May 2024

W) City of Long Beach, One west Chester St Long Beach, NY
Contract amount [redacted]
Class of work: Sewer replacement, asphalt
Completed: April 2024

#11 Construction experience of principal individuals:

A) Manuel Macedo – president/ owner. 23 years' experience in construction, self-employed for last 19 years. Specializing in all phases of concrete, asphalt, drainage, and masonry work. He supervised and monitors all major projects at full capacity.

B) Kevin Degore- 25+ years' experience in road work, streetscape, asphalt, drainage. Current position- major municipality work supervisor at full capacity.

#15 List below equipment that you own that is available for the proposed work, giving present location where it may be inspected.

1.Item: Case CX
Description, year, size: excavator 2018
Condition: good condition
Years in service: 7
Present location: 685 Station Rd Bellport,
2. Item: Hyndai
Description, year, size: excavator 2019
Condition: good condition
Years in service: 6
Present location: 685 Station Rd Bellport
3. Item: CAT paver
Description, year, size: roller, CB 34 paver
Condition: good condition
Years in service: 5
Present location: 685 Station Rd Bellport
4. Item: Leeboy paver
Description, year, size: paver 2022
Condition: good condition
Years in service: 2
Present location: 685 Station Rd Bellport
5. Item: Dynapc roller
Description, year, size: roller 2022
Condition: good condition
Years in service: 2
Present location: 685 Station Rd Bellport
6. Item:Kenworth
Description, year, size: roll off truck 2016
7. Much more completely owned equipment and trucks,
too much to list. Can provide if lowest bidder.

Manuel C. Macedo

[redacted]

Phone: (516) 852-4593 **E-mail: macedomanuel14@gmail.com**

Professional Goal:
Continue to leverage my 25+ years of experience in the road construction industry to guide projects from inception to completion

Employment Skills & History:

Macedo Contracting Services Inc. 2004-Present
(former company name Macedo Construction Corp)

- Owner and full-on executive and on-site supervisor for successful Roadway reconstruction, concrete, asphalt, drainage, foundation work, concrete site work, landscape and more.
- Estimate/bid projects, read blue prints, take-offs
- Proven ability to complete municipal/site-work with jobs ranging between $1M - $7M on-time and under budget
- Ability to maximize daily production by motivating crews and building a strong network of relationships with townships, engineers and industry professionals (i.e. Town of Hempstead, Town of Brookhaven, Nassau DPW, Liro Group, Cameron Engineering, D&B etc.)
- Independent, creative problem solver, focusing on efficient use of resources with strict adherence to safety protocols
- Proven ability to troubleshoot and negotiate creative solutions between contractors and townships/Engineering team/ owners representative

Significant Accomplishments:
-NCDPW: Parking Field #14 & South Rd Improvements- Full site renovation, drainage, asphalt, concrete, plantings, signs, fencing . Completed December 2025. Project Amount [redacted]
- Village of Hempstead 2024 Roadway Improvements- Roadway improvements, curb/gutter, sidewalk, drainage, milling and paving. H2M engineering. Project Amount [redacted] Completed over Million dollars under budget.
- Town of Hempstead: PW 35-22 Culvert and Drainage and Roadway Improvements to Washington Ave Area, North Bellmore. Heavy& highway/road work, Culvert, drainage construction. Project amount: [redacted] complete dunder budget. [redacted]

Professional Associations:
Member of Local 138 Operating Engineers
30+Hour OSHA Certification
Class "A" CDL Drivers License

References Available Upon Request

NIFA Nassau County Interim Finance Authority

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

1. **Vendor: Macedo Contracting Services Inc**

2. **Amount requiring NIFA approval:** $6,272,409.00

Amount to be encumbered: $6,272,409.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term: to Twelve (12) months from NTP**

Has work or services on this contract commenced? No

If yes, please explain:

4. **Funding Source:**

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

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

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

This contract will repair the Supreme Court Loading Dock including the loading dock underpass and the adjoining ramps of the Nassau County Supreme Court building as well as walkways along the North, East, West and South sides of the building.

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

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN	08/14/2026
Authenticated User	***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: July 10, 2026

SUBJECT: Contract No: H90059-01G
Macedo Contracting Services Inc.
Supreme Court Loading Dock Rehabilitation
Responsibility Determination Memorandum

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by the vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred. Vendor possesses requisite licenses.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of nonresponsibility has significant implications for the vendor, since subsequent to that

determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through

implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Adverse Information Review

Vendor reports that pursuant to a 2021 Consent Judgement with the U.S. Department of Labor, Vendor violated the Fair Labor Standards Act (FLSA) by not paying employees additional premium pay for overtime work and for not keeping employment records as required by FLSA. Vendor paid $1,040,346.25 for back wages penalty and interest. Additionally, Vendor entered into a Confession of Judgement with the New York State Commissioner of Labor paying $170,512.40 to the NYS Labor Commissioner for violating New York Labor law by failing to pay wages stemming from the same actions that were the basis of the U.S. Department of Labor Consent Judgement. Vendor has provided the attached explanation of the violations and the actions it has taken to prevent a reoccurrence of similar violations and ensure general labor law compliance.

In response to Super Storm Sandy flooding, Vendor completed a drainage and streetscape contract for the County to mitigate the impacts of future storms. There were no labor law compliance issues and vendor's work performance was good – the highest rating on the Department's contactor evaluation form (see attached evaluation form). Currently, the Vendor is performing work on two County contracts, the Quaker Meeting house Road Improvement and Parking Lot Repavement. The DPW Engineer has informed me that the Vendor is doing excellent work. Additionally, Vendor has worked for the following local municipal entities: Village of Hempstead, Town of East Hampton, and the Town of Hempstead - all provided positive responses (see attached email).

These contracts are subject to the provisions of Article 8 of the New York State Labor Law. Accordingly, the County must provide certain notifications to the Commissioner of Labor, so that the NYSDOL is aware of the job and may audit compliance with prevailing wages, the Vendor must post information regarding its obligation to pay prevailing wages at the job sites, and the Vendor must submit documentation attesting to its payment of prevailing wages with each claim voucher submitted to the County. These safeguards are designed to provide employees with proper wage protection.

In response to information gathered by the County's OIG, Vendor has provided the attached explanation of USDOT vehicle "spot-check" inspection notices of violation. In all instances, the violations were remedied, or missing documents were produced – most of the violations were dismissed.

The Department has concluded that the Vendor is a responsible vendor for the performance of the scope of work in Contract H90059-01G.

Jane M Houdek

Jane Houdek
Attorney for DPW

JH:jd

Houdek, Jane M

From: Manny Macedo <mmacedo@macedoinc.com>
Sent: Wednesday, September 18, 2024 2:48 PM
To: Houdek, Jane M
Cc: Cleary, Robert; Macedo Inc; Dionisio, Loretta V; Kobel, Elizabeth
Subject: Re: FW: FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

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

Good Afternoon Ms. Houdek and ALL:

In response to your email dated September 17th, I respectfully request your time and review of this response to further explain the details that occurred in Macedo's Department of Labor audits.

To start, there were two audits that occurred mainly at the same time. However, the Federal Department of Labor's audit period under review was February 2018 thru February 2021. Just before the conclusion of the settlement of this audit the Federal DOL requested and reviewed payroll records up to and including November 2021 -just prior to the final settlement being signed, to ensure that Macedo was currently compliant with all rules and regulations and that there were no further violations found between the ending audit period of February 2021 thru November 2021. This concluded that there were no further issues and the Federal Department of labor settled and closed the matter with the stipulation of payment agreement in November 2021. All the proof of payments and fully paid off settlement was previously provided.

The New York State Department of Labor audit reviewed February 2017 to February 2018 and February 2021 to July 2021. The New York State audit review was concluded later in June 2024. This audit ended more recently BECAUSE the New York State Department of Labor was periodically reviewing records up to and including most recently through 2024 to ensure that there were no further violations after the July 2021 audit end time period. NYS Department of Labor concluded that there were NO FURTHER violations after the audit end period of july 2021 through their last review in 2024 and finalized their conclusion of the audit and entered into the payment agreement/settlement arrangements shortly thereafter.

When these audits began in around early 2020- we worked diligently to re-structure and correct past errors and mistakes and ignorance's. To reiterate- both audits (Federal and State) required follow up review and periodic up to date records of our payroll records up to and including 2024, from all companies, just before the State closed/settled its audit and both Agencies found no violations after their initial audit review periods.

These audits did not find any prevailing wage issues. There were never and have never been prevailing wage issues found in our business conduct.

Unfortunately the settlement agreements and stipulations the Labor Agencies had signed do not go into depth about what our "side" of things were nor give any insight as to the fact that nothing done in the past by my prior organization was intentional or done in malice. It was in fact just a lack of knowledge. For a more in depth background as to why these violations even occurred, unfortunately the

main reason was inexperience with the complexities of payroll issues that can occur when you have multiple companies, and incorrect professional advice by a former accounting firm. At the time I started the original Macedo contraction inc company in 2004, it performed residential concrete work. Then in around 2016 I decided to focus more on commercial and industrial work. I was poorly l advised by a former accountant that we should form a separate company to conduct commercial work. We were also ill advised that the multiple companies would not have anything to do with one another with regards to payroll, especially since employees had different tasks at the different companies.
Since the audit's began and after retaining legal counsel to assist Macedo during these audits- we fired our previous accountant. We retained a new accounting firm, with specific extensive experience with construction firms. Having now learnt a great deal more than what was originally explained by our former accountant, I now understand and know that the Department of Labor views companies with similar owners and when employing the same employees as "one". So, any employees that work for one company, that also work for another entity with same ownership ,even if their duties and tasks are completely different, are and should be paid as if they are one full combined work week. I'm sure anyone can see how confusing this could get and it is not easy knowing all the rules nor is it common knowledge in our industry. Fortunately, we have learned that labor laws change often and are extremely extensive and it is a task all to itself to keep up with those rules and regulations, which I now strive to uphold.

Therefore several "safeguards" and multiple changes have been put into place by our organization since 2020 when the audits began and the depth of new knowledge began to be implemented.
We started our restructure and changes by closing out the original company of Macedo construction inc, and began the process to dissolve it. This took us a few years, but we started by no longer having employees. We finished any open residential contacts by subcontracting any remaining work. Then we started the lengthy process of closing and/or merging finances and assets. We also closed other businesses as well including odecam concrete supply, empire concrete pumping corp, etc. We focused only on Macedo Contracting services inc- one Operating business. We also took measures by hiring additional office administrative staff to focus solely on human resources and payroll. We retained legal counsel even after the Department of Labor audits concluded to maintain constant contact and openness about changes and questions related to Département of labor standards/ Fair labor standards Act. We also changed accounting firms a few years back, when the audits bagan, as a result of the information learnt about overtime and travel time and all the ill advice obtained prior to the audits by our former accountant.

Also, in the audits an employee made a claim that they were not paid travel time. Unfortunately we learned that the burden of proof is on the employer not the employee making allegations. And that is unfortunately where a big issue lied. In the past we did not keep extensive records and therefore allegations made by a disgruntled former employee were validated by the fact that I didn't have physical proof to refute their allegations. However, travel time/over time was proven to be paid to employees who were required to meet at our facility and drive work vehicles. However, we did not have more detailed records of "proof " that not every worker was supposed to come to the facility and travel to the job site from our facility. But one employee claimed they did, and we did not have proof that they did not or were not supposed to. This issue prompted extensive further changes. For starters, we eliminated half of our truck fleet. Making it less likely for anyone to use our trucks to get them to jobs sites. We have job site trailers that are mobilized to projects and everything needed is there, eliminating unnecessary need to travel or having employees need to travel with work trucks or materials. We installed security cameras at our facility that can show if someone is at the facility when they should not be.

The biggest and most important change we made is the extent and details of our record keeping since these audits. This of course was only able to be handled with additional office staff. The first implemented change to record keeping we initiated was requiring all employees to utilize a mobile app that is on their phones to clock in and out and track their GPS location while on duty. So there can no longer be disputed claims of over time or travel time. Everything is recorded by the employee on their app, they clock in ,clock out, take their mandatory lunch break and if they do travel from our facility to the job site -the Gps tracks that. We have been successfully utilizing this application since 2020. Furthermore, with the use of this application time cards are generated automatically. Employees are then required to review their printed times cards and sign off on their time as correct and accurate. These time cards indicate the job location each day, their hours clocked in and out and of course tracks any over time if applicable.

Other changes that were made since the audits are electronic emails everyday to all employees of the next day's schedule. These emails go out every afternoon to all employees and tell them where and what time to check in for work. In the past before we did emails, employees would sometimes unnecessarily show up at the facility even when not needed because they did not speak to or forget to speak to their supervisor the day before to find out where they needed to report the following day. This resulted in confusion and employees showing up at the facility and then going from the facility to the job and then making claims that they were owed travel time. This has not happened since 2020. Everyone is emailed where to report to. If anyone is required to report to the facility for anything it is indicated specifically in their email and they are to clock in as soon as they get to the facility. And if this results in over time, then it is all recorded.

Another safeguard which was already previously mentioned is the additional staff- and specific staff to keep maintenance and track of all employees utilizing the app every day and properly. Ensuring they sign off on their weekly time cards and that payroll is issued according to the employees time. Legal counsel on retainer specifically for Labor law and Business related issues and new accountant firm on retainer with extensive experience in the construction industry.

Another significant change we made was signing with the local unions. Since focusing exclusively on Macedo Contracting services and our municipal/ public works for the past several years we have now signed labor contracts with 2 main unions that our work force utilizes. These are now other agencies that periodically audits us and look for payroll accuracy according to labor law standards and ensure everything is accurate and in order when it comes to labor's pay.
Also, on the subject of exclusively performing municipal work now, we also produce certified payroll reports that tie to the employees time and match their time cards, so every minute and hour are accounted for as well on the certified payroll forms, which are produced every week for every project we are on.

The other important safeguard we implemented was that we do not have multiple companies or "shared employees".
The companies we have open as of today are:
Meso HoldingLLC- which is only a holding company for the facility we utilize
Auction Factory East Coast Corp: which is an online auction company I have that I myself do online auctions of repossession of items for lenders. It has no employees. It is something I do in my spare time in the off winter seasons.
Blueye logistics corp- is a trucking / hauling company I started in 2023 to subcontract trucks to haul materials. This company does not "share employees" with Macedo contracting services inc. It is run

independently from Macedo contractings with its own separate employees. As a side note, at the end of the State department of labor review, just before settlement, we offered them a review of our Blueye logistics payroll records and they concluded there were no shared employes and no link between Macedo contracting services and Blueye logistics, and therefore no issues existed with regards to labor standards

So, at this time Macedo Contracting Services Inc. is the main company that I maintain with a labor force of machine operators and laborers and masons. These employees that work for MACEDO do not work for any of my other businesses listed above.

Respectfully, being that I started my first business, Macedo construction inc, over 24 years ago and have maintained in business for this long, it would be inevitable to have been the subject to any kind of audit,even by the department of labor. I honestly do not know anyone in the construction industry that has been around as long as myself that has not at one time or another been subject to a review by the Department of labor.
But I can only speak for my specific experience and that is that I started my first company when I was only 20 years old. I built something on my own and kept it a small tight family business with only myself and my wife for the first 17 years. When we saw the expansion and our growth happening obviously more and more had to be learned and more administrative staff was hired. But like many things in life, sometimes you don't learn something until it's too late, and ignorance is no excuse for what occurred in the past. But it was not intentional, not malicious. I honored the audit results and paid all that was required and continue to do so. And all of the above described safeguards and measures have been in full effect since. I lived and learned through the experience and only came out better and more efficient and maintain no further issues with the department of labor.

I apologize if my email is excessively long and drawn out. But, my business is my life, and it is all very personal to me, so I hope this explains all that is needed.

Again, please keep me informed as to any review or meeting on the awards of these contracts so that I can make myself available and attend and /or respond to any further questions anyone might have.

SIncerely,

Manuel Macedo

On Tue, Sep 17, 2024 at 12:05 PM Houdek, Jane M <jhoudek@nassaucountyny.gov> wrote:

Mr. Macedo

Please provide a detailed explanation of why the Fair labor Standard Act violations occurred and the efforts you have made to ensure that your companies comply with labor laws include the Fair Laor Standards Act. When the Nassau county Contracts Inspector General sees that a vendor has violated laws such as the Fair Labor Standards Act it will require the vendor to explain why the violations occurred and the safeguards the vendor has put in place to make sure the violations do not reoccur.

Thank you

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONTRACTOR EVALUATION FORM (Interim/Final)

Contract No.: H61139-01G

Number of Prime Contracts: 1

Contract Desc: Installation of Drainage Structures and Bulbouts, and placement of Rain Gardens

Contract Type: Drainage & Streetscape

Contract Amt: $1,283,120.50

Firm's Name: Macedo Contracting Services

Vendor I.D.: [redacted]

Address: PO Box 64 Ronkonkoma NY 11779

Contract Completion Date: 07/18/2022

Evaluate: [Good (G); Satisfatory (S); Unsatisfactory (U) or Not Applicable (n/a)]

Work Quality	G	Physical Facilities	G
Reliability	G	Technical Ability	G
Accountability	S	Record Keeping	S
Achieving Schedule	G	Cooperation	G
Substitution of Materials	G	Supervision	G
Attendance at Meetings	G	Organization	S
Litigation (Y/N)	NA	Adequacy of Personnel	S
Compliance with Contract	S	Safety Compliance	S
		Overall Performance	G

Comments (Mandatory for U Ratings)

Rated by: James Caruso

Title: Project Manager II

Date: 07/18/2022

Reviewed by: Richard Iadevaio

Date: 8/10/22

ver March 2017

Houdek, Jane M

From: Hagan, Michael
Sent: Wednesday, September 18, 2024 7:20 AM
To: Pecora, Joseph; Houdek, Jane M
Cc: Lutz, Harold
Subject: RE: FW: FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

Jane

I reached out to the agencies listed below. Village of Hempstead stated that they perform good work and in a timely manner. If there was a problem with a project, they would fix it. They have no complaints. Statement came from Frank Germinaro, Director of Public Works. I spoke to Gennie Carroza, Senior Purchasing Agent for the Town of East Hampton. She stated that they had no complaints. All work was done in a timely manner. Whenever a strict deadline was given, they finished the work on time. For the Town of Hempstead, I spoke to Jeff Tierney, the Deputy Commissioner of Engineering. He stated that they are ok and completed their jobs in a timely manner. All three did not have an issue with them paying their employees. At the current time, I am waiting for Town of Oyster Bay to return my call.

Let me know if you need anything else.

Thanks
Mike

From: Pecora, Joseph <JPecora@nassaucountyny.gov>
Sent: Tuesday, September 17, 2024 8:37 AM
To: Hagan, Michael <mhagan@nassaucountyny.gov>
Cc: Lutz, Harold <hlutz@nassaucountyny.gov>
Subject: FW: FW: FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

Please reach out asap and let jane know your findings . this is for the roundabout.

From: Houdek, Jane M <jhoudek@nassaucountyny.gov>
Sent: Monday, September 16, 2024 4:41 PM
To: Pecora, Joseph <JPecora@nassaucountyny.gov>
Subject: FW: FW: FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

In the attached email Mr. Macedo refers to ongoing work with "Village of Hempstead, Town of East Hampton, Town of Oyster Bay, Town of Hempstead and more."
Please have the PM check with these entities and ask about Macedo's work – on time, without incident, no issues related to paying employees etc.

Certificate of No Change Form

All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, manuel macedo state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Macedo Contracting Servies inc

Vendor's Address: 685 Station Rd Bellport NY US 11713

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 05/29/2026 11:12:51 am

Lobbyist Registration and Disclosure Form: 05/29/2026 11:13:25 am

Business History Form certified: 07/15/2026 11:01:21 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 07/10/2026 11:04:23 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	manuel macedo [MMACEDO@MACEDOINC.COM]
Date Certified	07/08/2026 05:08:58 pm

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

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

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

Manuel Macedo MMACEDO@MACEDOINC.COM
Name

President
Title

Macedo Contracting Services inc
Name of Submitting Entity

07/15/2026 02:54:58 pm
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: 04/24/2026

1) Proposer's Legal Name: Macedo Contracting Services Inc

2) Address of Place of Business: 685 Station Rd

City: Bellport State/Province/Territory: NY Zip/Postal Code: 11713

Country: US

Address: [redacted]

City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]

Country: US

Start Date: End Date:

3) Mailing Address (if different): PO Box 64

City: ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779

Country: US

Phone: (631) 698-1120

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

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

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

YES [X] NO [ ] If yes, please provide details:

Macedo Contracting Services operates out of a property-Rents space in the building and land owned by Meso Holding LLC. Within the same building/ warehouse 2 of my other businesses also rent space from Meso Holding LLC. Those other businesses being Auction Factory Eats coast and Blueye Logistics corp.

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Active Businesses:
Auction Factory East Coast Corp. - unrelated to Macedo Contracting's operation's. Incorporated in 2020. It's an online auction company. it repossessed items for lenders and auctions off.
Blueye Logistics Corp. - Trucking/ hauling company. Incorporated in 2023- active
Meso Holding LLC 2017-current. Real estate holding company where Macedo Contracting Services inc. , Auction Factory East Coast Corp and Blueye Logistics Corp - all operate out of.

The following businesses are all closed/dissolved and unrelated to Macedo contracting Servcices's current operations :
Almac House Lifting Inc; Empire Concrete Pumping Corp.; Indigo Restaurants Inc; Odecam concrete supply corp.; Liv Reis Costa Inc.
Macedo Construction Inc which was named together in DOL audit with Macedo contracting Services ins is also Close/ Disolved at this time.

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, an explanation of the circumstances and corrective action taken.

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

taken.

U.S. Department of Labor audit that resulted in a Consent Judgment as a result of a settlement which has been fully satisfied and paid in full and matter closed. Also a subsequent New York Department of Labor audit which resulted in a monetary settlement agreement has also been fully satisfied under the terms of the settlement agreement. These audits did not find any prevailing wage issues. The violations involved unpaid travel time and overtime in mixed use of employees in different companies that shared the same ownership.
These audits that found overtime violations were for 2016 to 2019 time periods under the company called Macedo Construction inc. - which is no longer an active company, since been dissolved.
During the time periods of the Federal department of labor audit none of my companies, Macedo construction inc nor my current company Macedo contracting services inc were even involved in federal or state work that required prevailing wage pay

4 File(s) uploaded: EMAIL CONFIRMING PAID IN FULL CLOSED.pdf, Proof of payments submitted paid in full.pdf, settlement paperwork (fully signed).pdf, signed consent judgment.pdf

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

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Manuel Macedo admitted to violations of the Fair Labor Standards Act in the Consent Judgment that resulted from the U.S. Department of Labor investigation settlement. as a result of a settlement which has been fully satisfied and paid in full and matter closed. Also a subsequent New York Department of Labor audit which resulted in a monetary settlement agreement has also been fully satisfied under the terms of the settlement agreement. See same attachments as question #13

2 File(s) uploaded: EMAIL CONFIRMING PAID IN FULL CLOSED.pdf, Proof of payments submitted paid in full.pdf

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

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

Macedo Contracting Services Inc would assure the County that no conflict of interest would exist in the future by insuring that none of the listed situations in question 17 part A would change or arise during the course of our contract with the County. Or otherwise would notify the County immediately if something if the situation was to change.

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

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

08/26/2016

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

Manuel Macedo, [redacted], president, vice president, treasure, secretary, chief exec, officer.

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

Manuel Macedo, [redacted], president, vice president, treasure, secretary, chief exec, officer.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

10

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Between my current company Macedo contracting services and former businesses i have maintained a successful business generating combined revenues of over 8 million per year.
With great relationships in private and public sectors of construction industry

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

B. Indicate number of years in business.

10

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

10 years under macedo contracting services, 17 years under former company (now dissolved) macedo construction inc doing business in new york

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	debruin Engineering		
Contact Person	Jorge Aguirre, PE		
Address	1400 Old COuntry Rd		
City	Westbury	State/Province/Territory	NY
Country	US		
Telephone	(516) 513-1313		
Fax #			
E-Mail Address	jaguirre@debruinengineering.com		

Company	Town of Hempstead		
Contact Person	Brian Kunzig		
Address	350 Front Street		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000		
Fax #			
E-Mail Address	briakun@hempsteadny.gov		

Company	Village of Freeport		
Contact Person	Anthony Esposito		
Address	46 North Ocean Ave		
City	Freeport	State/Province/Territory	NY
Country	US		
Telephone	(516) 377-2233		
Fax #	(631) 698-3032		
E-Mail Address	aesposito@freeportny.gov		

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

I, manuel macedo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Name of submitting business: macedo Contracting Services inc

Electronically signed and certified at the date and time indicated by:
Manuel macedo MMACEDO@MACEDOINC.COM

President
Title

07/15/2026 11:01:21 am
Date

STIPULATION OF SETTLEMENT

WHEREAS, on or around July 22, 2021 through March 22, 2024, the New York State Department of Labor ("NYSDOL") investigated the following person(s) and/or business entity(ies), collectively referred to hereafter as "the Employer:" Manuel C. Macedo and Macedo Construction, Inc. and Macedo Contracting Services, Inc.; and

WHEREAS, the NYSDOL has found that the Employer was in violation of the following statutes and regulations, among others: Labor Law §661, §191.1a and §195.1 and

WHEREAS, the NYSDOL has issued Notices of Labor Law Violations and Recapitulation Sheets, copies of which are attached hereto, to the Employer; and

WHEREAS, the NYSDOL has determined that the Employer has failed to pay a total of $146,967.70 in wages and/or wage benefits to current and/or former employees for the collective period from February, 2017 to February, 2018 and February, 2021 to July, 2021 as set forth in the attached Recapitulation Sheets; and

WHEREAS, the NYSDOL has assessed an additional amount of $36,742.05 in liquidated damages pursuant to Labor Law §663(2); and

WHEREAS, the NYSDOL has found that the Employer was in violation of recordkeeping and payment of wage requirements, as set out in Labor Law §661, §191.1a and §195.1, and has assessed civil penalties in the amount of $3,000.00 for such violations; and

WHEREAS, the Employer and the NYSDOL mutually desire to fully resolve and settle the investigation of the Employer and to avoid the time, expense and inconvenience of litigation and therefore have entered into this Stipulation of Settlement ("Stipulation") to settle the claims for unpaid wages;

IT IS HEREBY AGREED:

1. The Employer will pay a total of $170,512.94 in wages and/or wage benefits, liquidated damages, civil penalties, and interest, referred to as the "Restitution Amount." Payments will be made as follows:

PAYMENT	**DUE DATE**
$7,105.00	June 15, 2024
$7,105.00	July 1, 2024

$7.105.00	August 1. 2024
$7,105.00	September 1, 2024
$7,105.00	October 1, 2024
$7,105.00	November 1, 2024
$7,105.00	December 1. 2024
$7,105.00	January 1, 2025
$7,105.00	February 1, 2025
$7.105.00	March 1, 2025
$7,105.00	April 1, 2025
$7.105.00	May 1, 2025
$7,105.00	June 1, 2025
$7.105.00	July 1. 2025
$7,105.00	August 1, 2025
$7,105.00	September 1. 2025
$7,105.00	October 1, 2025
$7,105.00	November 1. 2025
$7.105.00	December 1, 2025
$7.105.00	January 1, 2026
$7,105.00	February 1, 2026
$7.105.00	March 1, 2026
$7,105.00	April 1, 2026
$7.097.94	May 1, 2026

Each payment will be paid by certified check. bank check, or money order, payable to the Commissioner of Labor and sent to:

The New York State Department of Labor
400 Oak Street, Suite 102
Garden City, NY 11530
Attention: Labor Standards

2. Macedo Contracting Services, Inc. and Manuel C. Macedo shall execute an Affidavit of Confession of Judgment in the Restitution Amount simultaneously with the execution of this Stipulation. Upon the NYSDOL's receipt of all payments set forth above. said Affidavits of Confession of Judgment will become null and void.
3. The NYSDOL will make payments to the individuals listed on the Recapitulation Sheets attached to the Agreement in the amounts set forth therein.

4. This Stipulation is intended as settlement only of the wages and/or wage benefits found to be due to the employees set forth in the attached Recapitulation Sheets for the time periods set forth therein. NYSDOL states that it will not issue future assessments against the Employer for unpaid wages and/or wage benefits due to any of the employees included in the Recapitulation Sheets for the periods covered therein, but reserves the right to investigate any claims of wages and/or wage benefits due to: other employees during any time period; or, the employees set forth in the attached Recapitulation Sheets for time periods other than those set forth therein.
5. The Employer shall be in default of this Stipulation if the Employer fails to make any payment as set forth in Paragraph One above within ten days of the date such payment is due. If the Employer fails to deliver payment, the NYSDOL may, without further notice, enter with the Clerk of the appropriate County(ies) any or all of the forementioned Affidavits of Confession of Judgment, giving credit for any monies already paid.
6. The Parties agree that this Stipulation shall serve as final settlement of this matter and that no Party shall seek or take further review, action, redress or appeal of or regarding such matter in or before the New York State Industrial Board of Appeals or any other court or forum except as may be necessary to enforce the terms of this Stipulation.
7. If any term, provision, covenant or restriction contained in this Stipulation, or any part thereof, is held by a court of competent jurisdiction or any foreign, federal, state, county or local government or any other governmental regulatory or administrative agency or authority or arbitration panel to be invalid, void, unenforceable or against public policy for any reason, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect.
8. The foregoing terms constitute the full and complete agreement among/between the NYSDOL and the Employer and no other promise, stipulation or agreement has been made by or between them, verbally or in writing.
9. The Employer hereby represents that it was represented by legal counsel, Matthew Cohen, Esq. of Kaufman Dolowich LLP at all times during settlement negotiations.

IN WITNESS WHEREOF, this Stipulation is made in duplicate, and the parties have affixed their signatures hereto:

Dated: ~~May~~ June 24, 2024

Angela Dean

Angela Dean
Supervising Labor Standards Investigator
New York State Department of Labor
Division of Labor Standards
400 Oak Street, Suite 102
Garden City, N.Y. 11530

Dated: ~~May~~ June 12, 2024

Manuel C. Macedo, Individually and as an officer of
Macedo Contracting Services, Inc.
P.O. Box 64
Ronkonkoma, NY 11779

---X

THE COMMISSIONER OF LABOR
OF THE STATE OF NEW YORK,

Plaintiff

-against-

Manuel C. Macedo

Defendant

---X

AFFIDAVIT OF
CONFESSION OF
JUDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

Manuel C. Macedo, being duly sworn, deposes and says the following:

1. That I am a resident of the State of New York, County of ________.

2. That I was the employer of various employees for the collective period from February, 2017 to February, 2018 and February, 2021 to July, 2021 and failed to pay all wages required to be paid to such employees pursuant to the Labor Law of the State of New York, such unpaid wages amounting to $146,967.70. The Commissioner of Labor of The State of New York (hereinafter referred to as "Commissioner") additionally assessed liquidated damages in the amount of $22,045.24 plus penalties in the amount of $1,500.00 the total amount due being $170,512.94.

3. That I hereby confess that the sum of $170,512.94 is thereby due and owing to the Commissioner and authorize the Commissioner to enter judgment, pursuant to Section 3218 of the Civil Practice Law and Rules of the State of New York, in the event of my failure to comply with any term of the aforementioned Stipulation of Settlement, for such sum less any payments that may have been made between the date of execution of this affidavit and the entry of judgment, in the County of Suffolk in the State of New York, or in any other county, state, or other jurisdiction in which I may reside or have an office for the transaction of business at the time of such entry.

Sworn to before me this
12 day of ~~MAY~~ June 2024

Manuel C. Macedo

SANDRA PIMENTEL
Notary Public, State of New York
No. 01PI6129920
Qualified in Suffolk County
Commission Expires July 5, 2025

---X

THE COMMISSIONER OF LABOR
OF THE STATE OF NEW YORK,

Plaintiff

-against-

Macedo Contracting Services, Inc.

Defendants

---X

AFFIDAVIT OF
CONFESSION OF
JUDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

Manuel C. Macedo, being duly sworn, deposes and says the following:

1. That I am a resident of the State of New York, County of ______.

2. That I am an officer of Macedo Contracting Services, Inc. I have the power and authority to enter into this Confession of Judgment on behalf of each such entity.

3. That Macedo Contracting Services, Inc. having an office for the transaction of business in the State of New York, County of Suffolk, was the employer of various employees for the collective period February, 2017 to February, 2018 and February, 2021 to July, 2021 and failed to pay all wages required to be paid to such employees pursuant to the Labor Law of the State of New York, such unpaid wages amounting to $146,967.70. The Commissioner of Labor of The State of New York (hereinafter referred to as "Commissioner") additionally assessed liquidated damages in the amount of $22,045.24 plus penalties in the amount of $1,500.00 the total amount due being $170,512.94.

4. That Macedo Contracting Services, Inc. hereby confesses that the sum of $170,512.94 is thereby due and owing to the Commissioner and authorizes the Commissioner to enter judgment, pursuant to Section 3218 of the Civil Practice Law and Rules of the State of New York, in the event of Macedo Contracting Services, Inc.'s failure to comply with any term of the aforementioned Stipulation of Settlement, for such sum less any payments that may have been made between the date of execution of this affidavit and the entry of judgment, in the County of Suffolk in the State of New York, or in any other county, state, or other jurisdiction in which Macedo Contracting Services, Inc. may have an office for the transaction of business at the time of such entry.

Sworn to before me this
12 day of ~~May~~ June, 2024

SANDRA PIMENTEL
Notary Public, State of New York
No. 01PI6129920
Qualified in Suffolk County
Commission Expires July 5, 20 28

Manuel C. Macedo, as duly authorized officer
of Macedo Contracting Services, Inc.

EXHIBIT B

Payment Schedule

	Date Due	Amount Type	Principal Amount Due	Post-Judgment Interest Due	Total Due	
1)	11/15/2021	Liquidated Damages	$150,000.00	$0.00	$150,000.00	11/12/21
2)	12/15/2021	Liquidated Damages	$45,840.36	$692.50	$46,532.86	12/16/21
3)	1/15/2022	Liquidated Damages	$45,878.56	$654.30	$46,532.86	1/5/22
4)	2/15/2022	Liquidated Damages	$45,916.79	$616.07	$46,532.86	2/2/22
5)	3/15/2022	Liquidated Damages	$45,955.06	$577.80	$46,532.86	2/25/22
6)	4/15/2022	Liquidated Damages	$45,993.35	$539.51	$46,532.86	4/1/22
7)	5/15/2022	Liquidated Damages	$46,031.68	$501.18	$46,532.86	4/28/22
8)	6/15/2022	Liquidated Damages	$46,070.04	$462.82	$46,532.86	6/7/22
9)	7/15/2022	Liquidated Damages	$17,812.76	$165.53	$17,978.29	Together
Together [illegible])	7/15/2022	Back Wages	$28,295.67	$258.90	$28,554.57	6/22/22
10)	8/15/2022	Back Wages	$46,146.86	$386.00	$46,532.86	7/19/22
11)	9/15/2022	Back Wages	$46,185.31	$347.55	$46,532.86	9/14/22
12)	10/15/2022	Back Wages	$46,223.80	$309.06	$46,532.86	10/11/22
13)	11/15/2022	Back Wages	$46,262.32	$270.54	$46,532.86	11/9/22
14)	12/15/2022	Back Wages	$46,300.87	$231.99	$46,532.86	12/7/22
15)	1/15/2023	Back Wages	$46,339.46	$193.40	$46,532.86	1/17/23
16)	2/15/2023	Back Wages	$46,378.07	$154.79	$46,532.86	2/16/23
17)	3/15/2023	Back Wages	$46,416.72	$116.14	$46,532.86	3/13/23
18)	4/15/2023	Back Wages	$46,455.40	$77.46	$46,532.86	3/31/23
19 ~~20~~)	5/15/2023	Back Wages	$46,494.12	$38.75	$46,532.87	4/18/23
20)	6/15/2023	Civil Money Penalties	$52,346.25	$903.51	$53,249.76	4/19/23
		TOTALS	**$1,033,343.45**	**$7,497.80**	**$1,040,841.25**	

Gmail **Macedo Inc <info@macedoinc.com>**

Pay.gov Payment Confirmation: WHD CMP Payment - NE Region

1 message

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notification@pay.gov <notification@pay.gov> Tue, Apr 18, 2023 at 10:23 AM
To: info@macedoinc.com

An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD CMP Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $53,249.76
Payment Date: 04/19/2023

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 04/18/2023 10:23:33 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
CMP Case Number 1: 1897401
Act 1: FLSA
Date of Assessment 1: 11/10/2021
Amount 1: $53,249.76
CMP Case Number 2:
Act 2:
Date of Assessment 2:
Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

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notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Mon, Apr 17, 2023 at 11:28 AM

An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo constructcion inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.87
Payment Date: 04/18/2023

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 04/17/2023 11:28:58 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/01/2021
Payment Amount 1: $46,532.87
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

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notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Thu, Mar 30, 2023 at 11:10 AM

An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo constructcion inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 03/31/2023

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 03/30/2023 11:10:46 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Fri, Mar 10, 2023 at 3:27 PM

An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 03/13/2023

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 03/10/2023 03:27:47 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

---

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Wed, Feb 15, 2023 at 1:00 PM

An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: [redacted]
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 02/16/2023

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 02/15/2023 01:00:19 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

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Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

---

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Fri, Jan 13, 2023 at 4:19 PM

An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 01/17/2023

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 01/13/2023 04:19:23 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

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notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Tue, Dec 6, 2022 at 12:33 PM

An official email of the United States government

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: [redacted]
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 12/07/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 12/06/2022 12:33:55 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

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notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Tue, Nov 8, 2022 at 5:13 PM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 11/09/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 11/08/2022 05:13:26 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

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notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Fri, Oct 7, 2022 at 11:35 AM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 10/11/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 10/07/2022 11:35:07 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov> Tue, Sep 13, 2022 at 11:37 AM
To: info@macedoinc.com

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 09/14/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 09/13/2022 11:37:07 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

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notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Sun, Jul 17, 2022 at 8:39 AM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 07/19/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 07/17/2022 08:39:11 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

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Gmail **Macedo Inc <info@macedoinc.com>**

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

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notification@pay.gov <notification@pay.gov> Mon, Jun 20, 2022 at 1:48 PM
To: info@macedoinc.com

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 06/22/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 06/20/2022 01:48:41 PM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $17,978.29
BW Case Number 2: 1897401
Date of Assessment 2: 11/10/2021
Payment Amount 2: $28,554.57

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

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notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Mon, Jun 6, 2022 at 11:40 AM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 06/07/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 06/06/2022 11:40:22 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov> Wed, Apr 27, 2022 at 1:59 PM
To: info@macedoinc.com

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 04/28/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 04/27/2022 01:59:47 PM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - MW Region

1 message

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notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Thu, Mar 31, 2022 at 10:52 AM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - MW Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: [redacted]
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 04/01/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 03/31/2022 10:52:28 AM EDT
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region
1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com
Thu, Feb 24, 2022 at 1:07 PM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 02/25/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 02/24/2022 01:07:15 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: macedo construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

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Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

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notification@pay.gov <notification@pay.gov> Tue, Feb 1, 2022 at 3:04 PM
To: info@macedoinc.com

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 02/02/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 02/01/2022 03:04:47 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: MACEDO CONSTRUCTION INC
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Tue, Jan 4, 2022 at 11:13 AM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 01/05/2022

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 01/04/2022 11:13:29 AM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Gmail

Macedo Inc <info@macedoinc.com>

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

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notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Wed, Dec 15, 2021 at 10:50 AM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: sandra Pimentel
Transaction Type: ACH Debit
Transaction Amount: $46,532.86
Payment Date: 12/16/2021

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 12/15/2021 10:50:13 AM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $46,532.86
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

Pay.gov Payment Confirmation: WHD Back Wage Payment - NE Region

1 message

notification@pay.gov <notification@pay.gov>
To: info@macedoinc.com

Fri, Nov 12, 2021 at 1:49 PM

An official email of the United States government

Pay.gov

Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: WHD Back Wage Payment - NE Region
Pay.gov Tracking ID: [redacted]
Agency Tracking ID:

Account Holder Name: macedo construction inc
Transaction Type: ACH Debit
Transaction Amount: $150,000.00
Payment Date: 11/15/2021

Account Type: Business Checking
Routing Number: [redacted]
Account Number:

Transaction Date: 11/12/2021 01:49:39 PM EST
Total Payments Scheduled: 1
Frequency: OneTime

Company Name: Macedo Construction inc
BW Case Number 1: 1897401
Date of Assessment 1: 11/10/2021
Payment Amount 1: $150,000.00
BW Case Number 2:
Date of Assessment 2:
Payment Amount 2:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

MARTIN J. WALSH, Secretary of Labor, United States Department of Labor,	:	
	:	
Plaintiff,		**CONSENT JUDGMENT**
v.	:	
MACEDO CONSTRUCTION INC.; MACEDO CONTRACTING SERVICES, INC.; ODECAM CONCRETE SUPPLY CORP.; and MANUEL MACEDO, individually,	: : :	Civil Action No. 21-
Defendants.		

1. Plaintiff, MARTIN J. WALSH, the Secretary of Labor ("Plaintiff"), has filed its Complaint and Defendants MACEDO CONSTRUCTION, INC., MACEDO CONTRACTING SERVICES, INC., ODECAM CONCRETE SUPPLY CORP., and MANUEL MACEDO ("Defendants") appeared by Counsel, waived their answer, and agree to the entry of this Consent Judgment without contest.

2. Defendants agree that they are a covered enterprise under sections 3(r) and 3(s) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 *et seq.*) (the "Act" or the "FLSA") and that the provisions of the Act apply to Defendants.

3. Defendants agree that Defendant Manuel Macedo regulated the employment of all persons employed by him and is thus an employer within the meaning of section 3(d) of the Act.

4. Defendants submit to the jurisdiction of this Court over them and over the subject matter of this action. Defendants admit that this Court has the authority to enter and enforce this Order and that this Court is the most appropriate venue for any enforcement action which may be required as a result of this Order.

5. Defendants acknowledge and admit that they violated certain provisions of the Act. Specifically, Defendants acknowledge and admit that between February 9, 2018 through February 6, 2021, certain employees routinely worked in excess of 40 hours per week without receiving additional premium pay for overtime hours.

6. Defendants further acknowledge and admit that between February 9, 2018 through February 6, 2021, they did not make, keep and preserve all records of wages, hours, and other conditions and practices of employment maintained by them as required by sections 11(c) and 15(a)(5) of the Act, and as prescribed by the regulations found in 29 C.F.R. Part 516 that are issued, and from time to time amended, pursuant to section 11(c) of the Act.

7. By executing this Consent Judgment, Defendants waive formal service of process of the summons and complaint. Defendants acknowledge that they have notice of, and understand, the provisions of this Consent Judgment, and acknowledge their responsibilities pursuant to this Consent Judgment, and acknowledge that they will be subject to sanctions in contempt of this Court and may be subject to punitive damages if they fail to comply with the provisions of this Consent Judgment. This Consent Judgment hereby resolves all remaining claims in this matter.

It is, therefore, upon motion of the attorneys for Plaintiff and for cause shown ORDERED that:

I. Defendants, their officers, employees, agents, and all persons acting or claiming to act in Defendants' behalf and interest, be, and hereby are, permanently enjoined and restrained from violating the provisions of sections 7, 11(c), 15(a)(2), 15(a)(3), and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 et seq.) ("the Act"), in any of the following manners:

(1) Defendants shall not, contrary to section 7 of the Act, employ any of their non-

exempt employees in any workweek for workweeks longer than the hours now, or which in the future become, applicable under sections 7 and 15(a)(2) of the Act, unless the employees receive compensation for their employment in excess of the prescribed hours at rates not less than one and one-half times the employees' regular rates.

(2) Defendants shall make, keep, and preserve adequate records of their employees and of the wages, hours, and other conditions and practices of employment maintained by them as prescribed by the Regulations issued pursuant to section 11(c) of the Act and found at 29 C.F.R. Part 516.

(3) Defendants shall not discharge or take any retaliatory action against any employee because the employee engages in, or is believed to have engaged in, any of the following activities:

   a. Discloses, protests, or threatens to disclose or protest to a supervisor or to a public agency any activity, policy, or practice of Defendants or another employer with whom there is a business relationship, that the employee reasonably believes is in violation of the Act or a rule or regulation promulgated pursuant to the Act;

   b. Provides information to, or testifies before, any public agency or entity conducting an investigation, hearing or inquiry into any alleged violation of the Act, or a rule or regulation promulgated pursuant to the Act, by Defendants or another employer with whom there is a business relationship; or

   c. Objects to, or refuses to participate in any activity, policy or practice which the employee reasonably believes is in violation of the Act or a rule or regulation promulgated pursuant to the Act.

II. Upon the parties agreement that unpaid overtime back wages are owed and shall be paid to the employees listed in the attached Exhibit A in the amount of **$490,498.60**, plus an equal additional amount of liquidated damages of **$490,498.60**, post-judgment interest in the amount of **$6,594.29**, and Civil Money Penalties in the amount of **$52,346.25**, plus post-judgment interest in the amount of **$903.51**, for a total amount of **$1,040,841.25**, it is:

ORDERED that Defendants and all persons acting on their behalf are enjoined and restrained from withholding the payment of **$490,498.60** in unpaid overtime back wages due Defendants' current and former employees listed in Exhibit A. Further, Defendants shall pay a total of **$490,498.60** in liquidated damages, plus **$6,594.29** in post-judgment interest due Defendants' employees listed in Exhibit A, and **$52,346.25** in Civil Money Penalties plus **$903.51** in post-judgment interest to the Plaintiff. These payments shall be made by Defendants in accordance with Paragraph III of this Consent Judgment.

III. The provisions of this Consent Judgment relative to back wage payments, liquidated damages, post-judgment interest, and Civil Money Penalties shall be deemed satisfied when Defendants fully comply with the terms of payment set forth below and on the attached Exhibit B. Payment of the monies owed shall be made beginning with a down payment of **$150,000.00** made on or about **November 15, 2021**. The remaining balance of **$890,841.25** shall be made in nineteen (19) monthly installment payments according to Exhibit B. All payments shall be paid by Defendants by credit card, debit card, or bank account transfer by going to www.pay.gov and completing the following steps:

A. For electronic payment of the back wages, liquidated damages, and post-judgment interest totaling **$987,591.49**, Defendants shall follow the following instructions:

1. Go to www.pay.gov and click on the "Find an Agency" tab, then click on the letter "L" and then click on "Labor (DOL): Wage and Hour Division (WHD)."

2. Click on the "Continue to the Form" tab under "**WHD Back Wage Payment Form – Northeast Region**".

3. Click on "Continue the Form" and complete the required fields. For "BW Case Number" enter "**1897401**". The "Date of Assessment" is the date this Consent Judgment is approved by the Court.

B. For electronic payment of the Civil Money Penalties and post-judgment interest in the amount of **$53,249.76**, Defendants shall follow the following instructions:

1. Go to www.pay.gov and click on the "Find an Agency" tab, then click on the letter "L" and then click on "Labor (DOL): Wage and Hour Division (WHD)."

2. Scroll down and click on the "Continue to the Form" tab under "**WHD Civil Money Payment Form – Northeast Region**".

3. Click on "Continue the Form" and complete the required fields. For "CMP Case Number" enter "**1897401**". The "Date of Assessment" is the date this Consent Judgment is approved by the Court.

IV. The Secretary shall distribute Defendants' payments for back wages, liquidated damages, and post-judgment interest less any legal deductions to the former and current employees, or to their estates, as set forth in Exhibit A. Any sums not distributed within a period of three years from the date of receipt shall, pursuant to section 16(c) of the Act, be covered into the Treasury of the United States as miscellaneous receipts. Defendants remain responsible for paying the employer's share of any applicable taxes to the appropriate state and federal revenue authorities.

V. Defendants, and anyone acting on their behalf, shall not in any way directly or indirectly demand, require or accept any of the back wages, liquidated damages, interest, or Civil Money Penalties from any person listed in Exhibit A or from their personal representatives or estates. Defendants, and anyone acting on their behalf, shall not threaten or imply that adverse action will be taken against any person because of his or her receipt of funds due under the provisions of this Consent Judgment or the Act. Violation of this Paragraph V may subject Defendants to equitable and legal damages, including punitive damages and civil contempt.

VI. Defendants shall assist the Plaintiff in the distribution of the back wages, liquidated damages, and interest due by providing the last known addresses and social security numbers, if such is available, of the current and former employees listed in Exhibit A.

VII. If Defendants fail to make any of the payments as set forth in Paragraph III, a seven calendar-day grace period shall be allowed for receipt of such payment. If the U.S. Department of Labor does not receive the payments by the eighth calendar-day after which they are due, the U.S. Department of Labor's representatives will notify Defendants through their attorney, Matthew Cohen, Esq. Defendants are responsible for timely notifying the U.S. Department of Labor of any change in the identity or contact information of their attorney. If the U.S. Department of Labor does not receive payment within 10 days of notifying Defendants' attorney of an overdue payment, then the total amount due under this Judgment of **$1,040,841.25**, less any amounts already received by the Secretary pursuant to this Judgment, shall become due immediately and the Court shall appoint a Receiver to effectuate all of the terms of this Consent Judgment. In the event a Receiver is appointed, it is ORDERED that:

(1) Defendants shall cooperate with the Receiver in all respects, and shall provide to the Receiver any and all reasonable information which the Receiver may require to carry out its appointment and in accordance with the authority given to the Receiver pursuant to applicable law at the time of appointment.

(2) All the expenses of the accountant or Receiver shall be borne solely by Defendants.

(3) The Receiver shall serve only until the monetary terms of Paragraph III of this Consent Judgment are satisfied.

(4) The Receiver shall have full authority to: collect Defendants' assets and report his/her findings to the Court and the parties; to redeem and/or liquidate Defendants' assets and turn over the proceeds to the Secretary; if the asset is a debt that is due, collect it and turn over the proceeds to the Secretary; to analyze all indebtedness and where deemed appropriate seek restructuring; to analyze all transfers of Defendants' assets; to prevent waste or fraud; and to do all acts and take all measures necessary or proper for the efficient performance of the duties under this Consent Judgment.

VIII. ORDERED that Defendants shall distribute a copy of the attached Exhibit C in English and Spanish to each current employee within 20 calendar days of the date of entry of this Consent Judgment.

IX. Neither the commencement of this action nor the provisions of this Consent Judgment shall in any way affect, determine, or prejudice any and all legal rights of any employees not listed in Exhibit A of this Consent Judgment, be they current or former employees, to file any action against Defendants under section 16(b) of the Act or likewise for any current or former employee listed in Exhibit A of this Consent Judgment to file any action against Defendants under section 16(b) of the Act for violations alleged to have occurred after February 6, 2021.

X. Each party will bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

XI. The Court retains jurisdiction over this matter for the purposes of enforcing this Consent Judgment.

DATED: November 7, 2021

CENTRAL ISLIP, NY

SO ORDERED:

HONORABLE
UNITED STATES DISTRICT JUDGE

Defendants appeared by the undersigned counsel and waived their answer and any defense to the Complaint, and consent to the entry of this Judgment.

BY:

MACEDO CONSTRUCTION, INC.
By: MANUEL MACEDO, Owner

MACEDO CONTRACTING SERVICES, INC.
By: MANUEL MACEDO, Owner

ODECAM CONCRETE SUPPLY CORP.
By: MANUEL MACEDO, Owner

MANUEL MACEDO, Individually

MATTHEW COHEN, ESQ.
Kaufman Dolowich Voluck
135 Crossways Park Drive, Suite 201
Woodbury, NY 11797
Telephone: 516-283-8754
Email: mcohen@kdvlaw.com

Attorney for Defendants

STATE OF NEW YORK)

:SS:

COUNTY OF Suffolk)

On the 7 day of ~~October~~ November, 2021 before me came **MANUEL MACEDO**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **MACEDO CONSTRUCTION, INC.,** described in and which executed the foregoing instrument, that he signed his name thereto by like order.

Cheyenne A Keelan
NOTARY PUBLIC

CHEYENNE A KEELAN
Notary Public - State of New York
NO. 01KE6396745
Qualified in Suffolk County
My Commission Expires Aug 26, 2023

STATE OF NEW YORK)

:SS:

COUNTY OF Suffolk)

On the 7 day of ~~October~~ November, 2021 before me came **MANUEL MACEDO**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **MACEDO CONTRACTING SERVICES, INC.,** described in and which executed the foregoing instrument, that he signed his name thereto by like order.

Cheyenne A Keelan
NOTARY PUBLIC

CHEYENNE A KEELAN
Notary Public - State of New York
NO. 01KE6396745
Qualified in Suffolk County
My Commission Expires Aug 26, 2023

STATE OF NEW YORK)

:SS:

COUNTY OF Suffolk)

On the 7 day of ~~October~~ November, 2021 before me came **MANUEL MACEDO**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **ODECAM CONCRETE SUPPLY CORP.**, described in and which executed the foregoing instrument, that he signed his name thereto by like order.

NOTARY PUBLIC

CHEYENNE A KEELAN
Notary Public - State of New York
NO. 01KE6396745
Qualified in Suffolk County
My Commission Expires Aug 26, 2023

STATE OF NEW YORK)

:SS:

COUNTY OF Suffolk)

On the 7 day of ~~October,~~ November 2021 before me came **MANUEL MACEDO**, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

NOTARY PUBLIC

CHEYENNE A KEELAN
Notary Public - State of New York
NO. 01KE6396745
Qualified in Suffolk County
My Commission Expires Aug 26, 2023

EXHIBIT A

First Name	Last Name	Back Wages Due	Liquidated Damages Due	Interest Due	Total Due
Mario	Agustin	[redacted]	[redacted]	[redacted]	[redacted]
Felix	Alas	[redacted]	[redacted]	[redacted]	[redacted]
Diego	Alas Gomez	[redacted]	[redacted]	[redacted]	[redacted]
Roberto	Alcantar	[redacted]	[redacted]	[redacted]	[redacted]
Manuel	Alcantara	[redacted]	[redacted]	[redacted]	[redacted]
Jaime	Alicea	[redacted]	[redacted]	[redacted]	[redacted]
Rodrigo	Alvarado	[redacted]	[redacted]	[redacted]	[redacted]
Ulises	Argueta	[redacted]	[redacted]	[redacted]	[redacted]
Antonio	Arriaza	[redacted]	[redacted]	[redacted]	[redacted]
Amaury	Baez	[redacted]	[redacted]	[redacted]	[redacted]
Jose	Balbuca-Condo	[redacted]	[redacted]	[redacted]	[redacted]
Helmer	Brightley	[redacted]	[redacted]	[redacted]	[redacted]
Valentine	Campbell	[redacted]	[redacted]	[redacted]	[redacted]
Alberto	Casas Corea	[redacted]	[redacted]	[redacted]	[redacted]
Jose	Casas Leon	[redacted]	[redacted]	[redacted]	[redacted]
Marcos	Castillo	[redacted]	[redacted]	[redacted]	[redacted]
Carlos	Castillo Mendoza	[redacted]	[redacted]	[redacted]	[redacted]
Francisco	Correa	[redacted]	[redacted]	[redacted]	[redacted]
Pedro	Correa Rodriguez	[redacted]	[redacted]	[redacted]	[redacted]
Henrik	Cruz	[redacted]	[redacted]	[redacted]	[redacted]
Theodore	Cubillos	[redacted]	[redacted]	[redacted]	[redacted]
Frank	Deblanco	[redacted]	[redacted]	[redacted]	[redacted]
Santiago	Delgado	[redacted]	[redacted]	[redacted]	[redacted]
Guillermo	Delgado Vega	[redacted]	[redacted]	[redacted]	[redacted]
Jose	DePaz Vasquez	[redacted]	[redacted]	[redacted]	[redacted]
Francisco	Diaz	[redacted]	[redacted]	[redacted]	[redacted]
Michael	Digregorio	[redacted]	[redacted]	[redacted]	[redacted]
Carlos	Encarnacion	[redacted]	[redacted]	[redacted]	[redacted]
Yatzon	Flores	[redacted]	[redacted]	[redacted]	[redacted]
Jean	Foronda-Martinez	[redacted]	[redacted]	[redacted]	[redacted]
Edwin	Gamez	[redacted]	[redacted]	[redacted]	[redacted]
Jose	Garcia	[redacted]	[redacted]	[redacted]	[redacted]
Antonio	Gevara	[redacted]	[redacted]	[redacted]	[redacted]
Eduer	Gonzalez	[redacted]	[redacted]	[redacted]	[redacted]
Santos	Gonzalez	[redacted]	[redacted]	[redacted]	[redacted]
Christopher	Guadalupe	[redacted]	[redacted]	[redacted]	[redacted]
Reynaldo	Gutierrez Mejia	[redacted]	[redacted]	[redacted]	[redacted]
Liam	Hendricks	[redacted]	[redacted]	[redacted]	[redacted]

Felix	Hernandez	[redacted]
Luis	Hernandez	[redacted]
Miguel	Hernandez	[redacted]
Rodolfo	Hernandez	[redacted]
Miguel	Hernandez Escobar	[redacted]
Juan	Hernandez Nunez	[redacted]
Osmar	Jiron Lara	[redacted]
Mateo	Landa	[redacted]
Steve	Lannon	[redacted]
Jose	Leon	[redacted]
Juan	Leon	[redacted]
Guillermo	Leon Casas	[redacted]
Jose	Leon Landin	[redacted]
Rodolfo	Leon Salinas	[redacted]
Manuel	Lopez	[redacted]
Edwin	Lopez Aviles	[redacted]
Jonas	Marquez Martinez	[redacted]
Amilcar	Martinez	[redacted]
Luis	Martinez Palencia	[redacted]
Gerson	Mata	[redacted]
Marvin	Mazariegos	[redacted]
Alfonso	Medrano	[redacted]
Nicolas	Mendoza	[redacted]
Marvin	Mendoza Salinas	[redacted]
Daniel	Mesquita	[redacted]
Joseph	Modesto	[redacted]
Luis	Molina	[redacted]
Joel	Moreno Munguia	[redacted]
Raul	Moreno-Hernandez	[redacted]
Alan	Naut	[redacted]
Enrique	Olan Deli	[redacted]
Elmer	Orellana	[redacted]
Israel	Ortega	[redacted]
Reinaldo	Paez Fernandez	[redacted]
Manuel	Paz	[redacted]
Alan	Paz Reyes	[redacted]
Juan	Perez	[redacted]
Juan	Perez Nunez	[redacted]

Manuel	Pimentel
Omar	Portillo
Juan	Quintanilla
Wilfredo	Quintanilla
Juan	Quintanilla Morales
Francisco	Reyes
Pedro	Rodriguez
Cristofer	Rodriguez Solis
Rodrigo	Saldana
Hector	Saldana Espinosa
Yago	Sanchez
Jesus	Santana
Anthony	Sinatra
Eli	Soto Cove
Narciso	Tineo
Jairo	Torrez Romero
Rogelio	Trejo
Rogelio	Trejo-Saldana
Brian	Vilchez Garcia
Ricardo	Villalta
Samuel	Villatoro
Wilmer	Villatoro
Gilmer	Zavala
TOTALS	

[redacted]

EXHIBIT B

Payment Schedule

Date Due	Amount Type	Principal Amount Due	Post-Judgment Interest Due	Total Due
11/15/2021	Liquidated Damages	[redacted]	[redacted]	[redacted]
12/15/2021	Liquidated Damages	[redacted]	[redacted]	[redacted]
1/15/2022	Liquidated Damages	[redacted]	[redacted]	[redacted]
2/15/2022	Liquidated Damages	[redacted]	[redacted]	[redacted]
3/15/2022	Liquidated Damages	[redacted]	[redacted]	[redacted]
4/15/2022	Liquidated Damages	[redacted]	[redacted]	[redacted]
5/15/2022	Liquidated Damages	[redacted]	[redacted]	[redacted]
6/15/2022	Liquidated Damages	[redacted]	[redacted]	[redacted]
7/15/2022	Liquidated Damages	[redacted]	[redacted]	[redacted]
7/15/2022	Back Wages	[redacted]	[redacted]	[redacted]
8/15/2022	Back Wages	[redacted]	[redacted]	[redacted]
9/15/2022	Back Wages	[redacted]	[redacted]	[redacted]
10/15/2022	Back Wages	[redacted]	[redacted]	[redacted]
11/15/2022	Back Wages	[redacted]	[redacted]	[redacted]
12/15/2022	Back Wages	[redacted]	[redacted]	[redacted]
1/15/2023	Back Wages	[redacted]	[redacted]	[redacted]
2/15/2023	Back Wages	[redacted]	[redacted]	[redacted]
3/15/2023	Back Wages	[redacted]	[redacted]	[redacted]
4/15/2023	Back Wages	[redacted]	[redacted]	[redacted]
5/15/2023	Back Wages	[redacted]	[redacted]	[redacted]
6/15/2023	Civil Money Penalties	[redacted]	[redacted]	[redacted]
	TOTALS	[redacted]	[redacted]	[redacted]

EXHIBIT C

Aviso a Los Empleados

Macedo Construction, Inc., Macedo Contracting Services, Inc., Odecam Concrete Supply Corp., and Manuel Macedo (en conjunto, los "Demandados") han llegado a un acuerdo con el Departamento de Trabajo de EE. UU. y en un acuerdo de conciliación con respecto a sus empleados. El acuerdo de conciliación ha sido aprobado por un juez.

Según el acuerdo de conciliación, los Demandados pagarán al Departamento de Trabajo de los EE. UU los salarios atrasados y los indemnización de danos y perjuicios para ciertos empleados actuales y ex empleados quienestrabajaron en su tienda desde febrero de 2018 y febrero de 2021, y el Departamento deTrabajo distribuirá los salarios atrasados y los indemnización de danos y perjuicios directamente a los empleados.

Usted tiene derecho a recibir el total de cualquier monto de los salarios atrasados (menos impuestos) y los daños y perjuicios justos que se le deben. Es contra la ley que los Demandadoso cualquier persona que actúe en su nombre soliciten la devolución de este dinero o pedirle que renuncie a su salario actual o futuro para obtener el dinero del acuerdo.

Usted está protegido por la Ley de Normas Laborales Justas (FLSA por sus siglas en ingles), y también es contra la ley que su empleador lo despida, denunciarlo a inmigración, tome represalias en su contra de cualquier manera o lo amenace con hacer cualquiera de estas cosaspor aceptar el dinero del acuerdo o negarse a devolver cualquier dinero que se le haya pagadocomo parte del acuerdo con el Departamento de Trabajo de EE. UU. Su empleador también tiene prohibido ~~de~~ tomar represalias contra usted por proporcionar información alDepartamento de Trabajo de los EE. UU. y/o quejarse por no recibir el salario mínimo o las horas extra por las horas que trabajó. Su empleador debe pagar a los empleados por todas las horas trabajadas, incluidas las horas extras trabajadas sobre 40 en una semana laboral a una tasa de al menos 1,5 veces la tasa de pago regular del empleado.

Si es un empleado y no se le paga por todas sus horas trabajadas, no se le paga el salario mínimopor todas las horas que trabaja, no se le pagan por las horas extras, si se le ha pedido que devuelva el dinero del acuerdo, si se ha tomado represalias contra usted, o si necesita actualizarsu información de contacto, llame al Departamento de Trabajo de EE. UU. al (866) 487-9243.Su nombre se mantendrá confidencial en la máxima medida permitida por la ley.

Notice to Employees

Macedo Construction, Inc., Macedo Contracting Services, Inc., Odecam Concrete Supply Corp., and Manuel Macedo (together, "Defendants") have settled a lawsuit with the U.S. Department of Labor and entered into a settlement agreement regarding their employees. The settlement agreement has been approved by a judge.

Under the settlement agreement, Defendants will pay the U.S. Department of Labor back wages and liquidated damages for certain current and former employees who worked for them between February 2018 and February 2021, and the Department of Labor will distribute the back wages and liquidated damages directly to the employees.

You have the right to receive the full amount of any back wages (after taxes) and liquidated damages you are owed. It is against the law for Defendants or any person acting on their behalf to ask for this money back or ask you to give up your current or future wages to get money from the settlement.

You are protected by the Fair Labor Standards Act (FLSA), and it is also against the law for your employer to fire you, report you to immigration, retaliate against you in any way, or threaten to do any of these things for accepting settlement money or refusing to return any money paid to you as part of the settlement with the U.S. Department of Labor. Your employer is also prohibited from retaliating against you for providing information to the U.S. Department of Labor and/or complaining about not receiving minimum wage or overtime for the hours that you worked. Your employer must pay employees for all hours worked, including overtime for all hours worked over 40 in a workweek at a rate of at least 1.5 times the employee's regular rate of pay.

If you are an employee and are not paid for all of your hours worked, are not paid minimum wage for all the hours you work, are not paid overtime, if you have been asked to return your settlement money, if you have been retaliated against, or if you need to update your contact information, please call the U.S. Department of Labor at (866) 487-9243. Your name will be kept confidential to the maximum extent permitted by law.

Gmail **Macedo Inc <info@macedoinc.com>**

RE: Macedo Construction DOL settlement

1 message

DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
To: Macedo Inc <info@macedoinc.com>

Good Morning Ms. Pimentel,

I hope you are doing well. I apologize for not responding sooner. The last check cleared on 4/30/2026 and there is a zero balance on this case. This matter is closed.

Please let me know if you have any other questions.

Thank you,

Jeyce DeClue

Investigative Specialist II

New York State Department of Labor

Division of Labor Standards

400 Oak Street, Suite 102, Garden City, NY 11530

(516) 240-2876 | jeyce.declue@labor.ny.gov

dol.ny.gov

Facebook | Twitter | YouTube | Linkedin

NEW YORK STATE | Department of Labor
WORKING FOR YOU

From: Macedo Inc <info@macedoinc.com>
Sent: Wednesday, April 29, 2026 6:20 PM
To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
Subject: Re: Macedo Construction DOL settlement

ATTENTION: This email came from an external source. Do not open attachments or click on links f

Good afternoon by now you should have received our last and final payment completing our stipulated payment agreement. I know you previously told me you don't send any kind of satisfacti

I am just writing to request if you can send me some sort of confirmation email that our case is fully satisfied and paid in full and officially closed. During the course of our business the issues
future inquiries aware that this is officially closed. Thank you very much

Sandra Pimentel

Office Administrator

631-698-1120

Confidentiality notice: This e-mail and any files transmitted with it are private and confidential and solely for the use of the addressees. It may contain material which is legally privilege
delivering to the addressee, be advised that you have received this e-mail in error and that any use of it is strictly prohibited.

On Mon, Jan 26, 2026, 12:20 PM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

> You are very welcome, enjoy the rest of your day!
>
> **Jeyce DeClue**
>
> Investigative Specialist II
>
> **New York State Department of Labor**
>
> **Division of Labor Standards**
>
> 400 Oak Street, Suite 102, Garden City, NY 11530
>
> (516) 240-2876 | jeyce.declue@labor.ny.gov
>
> dol.ny.gov
>
> Facebook | Twitter | YouTube | Linkedin
>
> NEW YORK STATE | Department of Labor
>
> WORKING FOR YOU
>
> ---
>
> **From:** Macedo Inc <info@macedoinc.com>
> **Sent:** Monday, January 26, 2026 12:13 PM
> **To:** DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
> **Subject:** Re: Macedo Construction DOL settlement
>
> *ATTENTION: This email came from an external source. Do not open attachments or click on links*
>
> No apology necessary. Thank you for your response I'm glad that we are on the same page. When I send the final payment shortly after all requests a confirmation email. Thank you so mu
>
> **Sandra Pimentel**
>
> **Office Administrator**
>
> **631-698-1120**

Confidentiality notice: This e-mail and any files transmitted with it are private and confidential and solely for the use of the addressees. It may contain material which is legally privile
delivering to the addressee, be advised that you have received this e-mail in error and that any use of it is strictly prohibited.

On Mon, Jan 26, 2026, 12:07 PM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

> Good Afternoon Pimentel,
>
> I hope you are doing well, and I apologize for not getting back to you sooner. You are correct, the remaining balance on the case is **$28,412.94**. Unfortunately, we do not send any paper
> know if you have any other questions.
>
> Best Regards,
>
> **Jeyce DeClue**
>
> Investigative Specialist II
>
> **New York State Department of Labor**
>
> **Division of Labor Standards**
>
> 400 Oak Street, Suite 102, Garden City, NY 11530
>
> (516) 240-2876 | jeyce.declue@labor.ny.gov
>
> dol.ny.gov
>
> Facebook | Twitter | YouTube | Linkedin
>
> NEW YORK STATE | Department of Labor
> WORKING FOR YOU
>
> ---
>
> **From:** Macedo Inc <info@macedoinc.com>
> **Sent:** Thursday, January 22, 2026 11:36 AM
> **To:** DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
> **Subject:** Re: Macedo Construction DOL settlement
>
> *ATTENTION: This email came from an external source. Do not open attachments or click on lin*
>
> Good morning,
>
> We are getting close to the end of our payment settlement agreement and just would like to make sure we are all on the same page, since there is no way of me actually getting receipt c
>
> As of today, January 22, 2026 My records reflect that the following instalments payments remain:
>
> february 1, 2026 $7,105.00
>
> March 1, 2026 $7,105.00
>
> April 1, 2026 $7,105.00

May 1, 2026 $7,097.94

At the last payment is there some sort of confirmation/ satisfaction we can receive to reflect everything made in good order?

Thank you. I await your response.

Sandra Pimentel

Macedo Contracting Services Inc

631-698-1120

On Tue, Mar 11, 2025 at 9:40 AM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

> No apologies necessary, Garden City is fine. Enjoy the rest of your day!
>
> **Jeyce DeClue**
> Investigative Specialist II
>
> **New York State Department of Labor | Division of Labor Standards**
>
> 400 Oak Street Suite 102 Garden City, NY 11530
>
> Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046
>
> Jeyce.Declue@labor.ny.gov
>
> Facebook | Twitter | YouTube | Linkedin
>
> WE ARE YOUR DOL
>
> NEW YORK STATE OF OPPORTUNITY. | Department of Labor
>
> ---
>
> **From:** Macedo Inc <info@macedoinc.com>
> **Sent:** Tuesday, March 11, 2025 9:37 AM
> **To:** DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
> **Subject:** Re: Macedo Construction DOL settlement
>
> *ATTENTION: This email came from an external source. Do not open attachments or click on li*
>
> Yes unfortunately i tried 2 different post offices and they won't let me use that Albany address.
>
> I apologize for the inconvenience.
>
> Sandra
>
> On Tue, Mar 11, 2025, 9:31 AM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:
>
> > Good Morning Ms. Pimental,
> >
> > If you are still having an issue mailing the check to the new address, you may continue mailing it to the address below in Garden City and we will forward to the
> >
> > Regards,
> >
> > **Jeyce DeClue**
> > Investigative Specialist II
> >
> > **New York State Department of Labor | Division of Labor Standards**
> >
> > 400 Oak Street Suite 102 Garden City, NY 11530
> >
> > Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046
> >
> > Jeyce.Declue@labor.ny.gov
> >
> > Facebook | Twitter | YouTube | Linkedin
> >
> > WE ARE YOUR DOL
> >
> > NEW YORK STATE OF OPPORTUNITY. | Department of Labor

From: Macedo Inc <info@macedoinc.com>
Sent: Tuesday, March 4, 2025 10:19 AM
To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
Subject: Re: Macedo Construction DOL settlement

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thank you

On Tue, Mar 4, 2025 at 10:04 AM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

> Also, I emailed my Supervisor regarding the address and will let you know as soon as I hear back.
>
> **Jeyce DeClue**
> Investigative Officer II
>
> **New York State Department of Labor | Division of Labor Standards**
>
> 400 Oak Street Suite 102 Garden City, NY 11530
>
> Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046
>
> Jeyce.Declue@labor.ny.gov
>
> Facebook | Twitter | YouTube | Linkedin
>
> WE ARE YOUR DOL
>
> NEW YORK STATE OF OPPORTUNITY. | Department of Labor
>
> ---
>
> **From:** Macedo Inc <info@macedoinc.com>
> **Sent:** Tuesday, March 4, 2025 9:57 AM
> **To:** DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
> **Subject:** Re: Macedo Construction DOL settlement
>
> *ATTENTION: This email came from an external source. Do not open attachments or click o*
>
> Thank you . So there is no way of knowing If NYS DOL processed and sent out w2s to people receiving money?
>
> Or if forms were sent to the IRS indicating if NYS took out taxes - FICA from any settlement money paid to employees?
>
> I have dealt with the US Dept of labor years ago and they filed all the necessary reporting, such as W2s directly to employees and IRA Fica reports directly to IRS
>
> Does the NYS dept of labor do the same?
>
> also - I was told by my attorney to submit remaining payments to this address:
>
> Harriman State Office Campus
>
> Building 12, Room 266B
>
> Albany, NY 12226
>
> Attn: Ken Harnett
>
> however- the US post office does not accept this address they told me they need a physical number and street?
>
> please advise
>
> thank you

On Tue, Mar 4, 2025, 9:06 AM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

Good Morning Ms. Pimental,

Please see the attached spreadsheet. We do not have an official form as requested. Please let me know if you have any questions.

Regards,

Jeyce DeClue
Investigative Officer II

New York State Department of Labor | Division of Labor Standards

400 Oak Street Suite 102 Garden City, NY 11530

Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046

Jeyce.Declue@labor.ny.gov

Facebook | Twitter | YouTube | Linkedin

WE ARE YOUR DOL

NEW YORK STATE OF OPPORTUNITY. | Department of Labor

From: Macedo Inc <info@macedoinc.com>
Sent: Thursday, February 13, 2025 4:00 PM
To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
Subject: Re: Macedo Construction DOL settlement

ATTENTION: This email came from an external source. Do not open attachments or click

thank you for the update

On Thu, Feb 13, 2025 at 3:21 PM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

Good Afternoon Ms. Pimentel,

I wanted to let you know that I discussed your request with my supervisor, and she is checking to see if we can provide you with a report such as this. I will let you know onc

Regards,

Jeyce DeClue
Investigative Officer II

New York State Department of Labor | Division of Labor Standards

400 Oak Street Suite 102 Garden City, NY 11530

Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046

Jeyce.Declue@labor.ny.gov

Facebook | Twitter | YouTube | Linkedin

WE ARE YOUR DOL

NEW YORK STATE OF OPPORTUNITY. | Department of Labor

From: Macedo Inc <info@macedoinc.com>
Sent: Tuesday, February 11, 2025 12:38 PM
To: DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
Subject: Re: Macedo Construction DOL settlement

You don't often get email from info@macedoinc.com. Learn why this is important

ATTENTION: This email came from an external source. Do not open attachments or clic

Is there any kind of report that you can provide that would identify how much wages were paid out to each employee at the end of 12-31-2024?

I know in the settlement agreement there was a "Recapitulation sheet " which identified wages to be paid out to each person- however being that the wages are being sprea

thank you

On Tue, Feb 11, 2025 at 12:23 PM DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov> wrote:

> Good Afternoon Ms. Pimentel,
>
> Regarding your questions below:
>
> - Do the employees receiving back wages receive W2 from NYS dept of labor? **No**
> - Does NYS dept labor submit wage information to IRS, Social security Administration, etc. ? **No**
> - If so, DO we (macedo) receive a copy of the w2 for our records? **N/A**
> - Are there any documents we need to Amend or report for the tax year ending 2024? **Please contact your CPA, NYS Tax and Finance and IR**
>
> Please let me know if you have any other questions.
>
> Regards,
>
> **Jeyce DeClue**
> Investigative Officer II
>
> **New York State Department of Labor | Division of Labor Standards**
>
> 400 Oak Street Suite 102 Garden City, NY 11530
>
> Office: 516-240-2876 | Work Cell: 516-737-7943 | Fax: 516-794-1046
>
> Jeyce.Declue@labor.ny.gov
>
> Facebook | Twitter | YouTube | Linkedin
>
> WE ARE YOUR DOL
>
> ---
>
> **From:** Macedo Inc <info@macedoinc.com>
> **Sent:** Tuesday, February 11, 2025 12:07 PM
> **To:** DeClue, Jeyce (LABOR) <Jeyce.DeClue@labor.ny.gov>
> **Subject:** Fwd: Macedo Construction DOL settlement
>
> You don't often get email from info@macedoinc.com. Learn why this is important
>
> *ATTENTION: This email came from an external source. Do not open attachments or cli*
>
> Good morning-
>
> I am writing because we are in the middle of a payment settlement with New York DOL and I was given your name and email as contact for our case.
>
> I am just inquiring about tax and end of the year reporting for any wages paid through this settlement.
>
> Do the employees receiving back wages receive w2 from NYS dept of labor?
>
> Does NYS dept labor submit wage information to IRS, SOcial security Administration, etc. ?
>
> If so, DO we (macedo) receive a copy of the w2 for our records?
>
> Are there any documents we need to Amend or report for the tax year ending 2024?
>
> Please advise.
>
> Thank you
>
> --

Sandra Pimentel

Office Administrator

631-698-1120

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person responsible for delivering to the addressee, be advised that you have received this e-mail in error and that any use of it is strictly prohibited.

--

Sandra Pimentel

Office Administrator

631-698-1120

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Sandra Pimentel

Office Administrator

631-698-1120

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Sandra Pimentel

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Sandra Pimentel

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--

Sandra Pimentel

Office Administrator

631-698-1120

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responsible for delivering to the addressee, be advised that you have received this e-mail in error and that any use of it is strictly prohibited.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
manuel macedo [MMACEDO@MACEDOINC.COM]

Dated: 05/29/2026 11:12:51 am

Vendor: macedo contracting services inc

Title: president

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: Manuel Macedo
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 685 Station Rd
City: Bellport State/Province/ Territory: NY Zip/Postal Code: 11713
Country US
Telephone: 6316981120

Other present address(es): PO BOX 64
City: Ronkonkoma State/Province/ Territory: NY Zip/Postal Code: 11779
Country: US
Telephone: 6316981120

List of other addresses and telephone numbers attached

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

President	08/01/2016	Treasurer	08/01/2016
Chairman of Board		Shareholder	
Chief Exec. Officer	08/01/2016	Secretary	08/01/2016
Chief Financial Officer		Partner	
Vice President	08/01/2016		
(Other)			

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

As the sole owner of Macedo contracting services inc I, Manuel Macedo have financial equity interest in the company with regards to any assets and equity described in our most recent financial statement as of 12/31/2025, which is attached.

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

YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

I am the sole owner of other companies named, Auction Factory East Coast Corp and Blueye Logistics corp. These 2 entities are separate corporations, the only affiliation with Macedo contracting services is that they all have the same common ownership being Manuel Macedo being 100 percent owner of all these entities. Also, Meso Holding LLC, I am sole member. of this LLC which is holding company for our facility location for Macedo Contracting Services inc
I was the sole owner of multiple closed businesses, including Macedo Construction inc, Indigo restaurants inc, Empire Concrete puming corp, Liv Resicosta inc, Odecam concrete supply, corp, and Alamc house lifting corp. All these companies have not operated for over 4 years. And all these former entities have been formally dissolved with proper paperwork filed with the State of New York- all atttached.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

On February 16, 2024 Incorporated Village of Patchogue and/ its Engineers recommended not to award us a contract for project Gerard Street Sewer reason" due to absence of experience in Sanitary sewer jobs of similar size and scope".

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 an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period,

been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Manuel Macedo, and a former company owned (now closed) Macedo Contruction inc and Macedo contracting services inc during a US department of Labor audit and NYS dept of labor audit for time period 2016-2019 was found to guilty of violations of the Fair labor standard's act.. A stipulated settlement agreement was made with the US federal dept of labor agency for which settlement payments were made in accordance with the agreement. and all monies were paid in accordance with agreement and the matter has been settled and closed since April 2023. The NYS department of labor also has been settled and payment agreement has been fully satisified. These violations did not have anything to do with prevailing wage rates.
Per Nassau Countys inquiry on 11/12/2024 regarding current and former business entities having federal; Motor carrier safety Administration violations- please see the attached scan of Macedo's email on 11/12/24 w/ attachments

2 File(s) uploaded: Explanation of Dept of Labor violations and outcomes.pdf, email inquiries and response to Almac and DOT violations.pdf

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed

at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Manuel Macedo, and a former company owned (now closed) Macedo Contruction inc and Macedo contracting services inc during a US department of Labor audit and NYS dept of labor audit for time period 2016-2019 was found to guilty of violations of the Fair labor standard's act.. A stipulated settlement agreement was made with the US federal dept of labor agency for which settlement payments were made in accordance with the agreement. and all monies were paid in accordance with agreement and the matter has been settled and closed since April 2023. The NYS department of labor also has been settled and payment agreement has been made and payments are being made in accordance with such agreement. These violations did not have anything to do with prevailing wage rates.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Manuel Macedo, and a former company owned (now closed) Macedo Contruction inc and Macedo contracting services inc during a US department of Labor audit and NYS dept of labor audit for time period 2016-2019 was found to guilty of violations of the Fair labor standard's act.. A stipulated settlement agreement was made with the US federal dept of labor agency for which settlement payments were made in accordance with the agreement. and all monies were paid in accordance with agreement and the matter has been settled and closed since April 2023. The NYS department of labor also has been settled and payment agreement has been made and payments are being made in accordance with such agreement. These violations did not have anything to do with prevailing wage rates.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, manuel macedo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

macedo Contracting Services inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
manuel macedo MMACEDO@MACEDOINC.COM

president

Title

07/08/2026 05:08:58 pm

Date

Gmail **Manny Macedo <mmacedo@macedoinc.com>**

Contract Review for B-17-24 & B-23-24; Macedo Contracting Services Inc

5 messages

Dionisio, Loretta V <ldionisio@nassaucountyny.gov> Tue, Nov 12, 2024 at 11:26 AM
To: "mmacedo@macedoinc.com" <mmacedo@macedoinc.com>
Cc: "Houdek, Jane M" <jhoudek@nassaucountyny.gov>, "Kobel, Elizabeth" <Ekobel@nassaucountyny.gov>

Hi Manuel,

We received the following request from the Inspector General with respect to your pending contracts:

OIG had the following for B-17-24 and B-23-24 for Macedo Contracting Services Inc, DBA Macedo Construction.

It appears the vendor and multiple affiliates possibly received violations from the Federal Motor Carrier Safety Administration (attached):

- **Macedo Contracting Services Inc**
    - **1 driver fitness violation December 2023**
- **Macedo Construction Inc**
    - **although this entity is no longer active, it received 10 vehicle maintenance violations in February 2023**
- **Blueye Logistics Corp**
    - **9 vehicle maintenance violations August 2023**
    - **1 driver fitness violation August 2023**

Although the vendor disclosed an affiliated entity, Almac House Lifting Inc., on its BHF, the vendor indicated that the entity was dissolved. However, its corporate filing is still active according to the NYS Department of State (attached).

PLEASE ADVISE/CLARIFY THESE ITEMS AS SOON AS YOU POSSIBLY CAN.

Thank you.

Loretta Dionisio

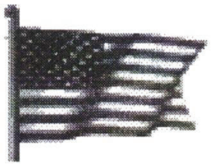
Assistant to Deputy Commissioner for Administration

Nassau County Dept. of Public Works

1194 Prospect Avenue

Westbury, New York 11590

LDionisio@nassaucountyny.gov



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7 attachments

- **Safety Measurement System - MCSI violation NYSPWL062579 (U.S. DOT# 3319364).pdf**
  160K
- **Safety Measurement System - MCI Violations Inspection NY0L35002265 (U.S. DOT# 1466220).pdf**
  224K
- **Safety Measurement System - BLC Violations - Vehicle Maint. BASIC (U.S. DOT# 4026666).pdf**
  371K
- **Safety Measurement System - BLC Driver Fitness Violation BASIC (U.S. DOT# 4026666).pdf**
  350K
- **Safety Measurement System - BLC Details 8 1 23 - Inspection NY0L18001928 (U.S. DOT# 4026666).pdf**
  259K
- **Safety Measurement System - BLC Details 8 15 23 Inspection NY0L90000123 (U.S. DOT# 4026666).pdf**
  191K
- **NYS Corp Filing - almac house.pdf**
  179K

Manny Macedo <mmacedo@macedoinc.com> Tue, Nov 12, 2024 at 1:48 PM
To: "Dionisio, Loretta V" <ldionisio@nassaucountyny.gov>
Cc: "Houdek, Jane M" <jhoudek@nassaucountyny.gov>, "Kobel, Elizabeth" <Ekobel@nassaucountyny.gov>

Good afternoon:

In response to your inquiries please note the following information:

Upon receiving your email and inquiry about a past affiliated entity ALMAC HOUSE LIFTING INC., wherein you stated the corporate filing is still listed as active. I just now looked back at my Consent to Dissolve forms submitted to officially close this entity, which by the way, was just a name formed, the company NEVER operated, never even opened a bank account or got insurance. In any event, I just now re- read the letter I received dated June 7, 2024 from the New York State Department of State- which is attached hereto. I originally believed this letter to be the official confirmation of the acceptance of my Dissolution forms. However, upon re- review just now I see that the letter indicated that I made an error in my submission forms. I have now just called the the Department of State and had to re- request a new CONSENT TO DISSOLUTION (because these expire within 6 months)- once I receive the new form I can resubmit my Dissolution application to the Department of State and correct my error in the company name. I apologize, for the confusion, this was an honest error. I filed a few dissolution forms for my old company names all at the same time, and the response letters all look very similar to this even though this one said that my form was actually not accepted because of my typo- error. This will be corrected and resubmitted shortly.

With regards to the FMCSA violations:
Between Macedo Contracting Services Inc and my other company Blueye Logistics corp, we operate over a dozen trucks, tractor- trailer units. Random DOT stops and periodic violations are par for the course in this industry.
It is IMPORTANT to NOTE that none of the violations stops listed in your email were a result of any moving violations or accidents. These were random DOT stops. It is also important to note that it is not uncommon for 1 stop to result in dozens of random safety violations. But none of these stops ever stemmed from our drivers receiving moving violations or doing anything unlawful.

We comply with FMCSA and DOT requirements and maintain servicing, repair and maintenance logs for our units. Our drivers perform and sumit driver inspection reports daily. But heavy duty trucks and trailers sometimes have issues, and these issues can be as simple as a reflective stick falling off because a machine on a job site scraped against it and that is a "Safety Violation" to a light going out.
In any event, our practice is to have repairs conducted as soon as any documents of violations occur.
I am attaching my attorneys' results from each violation's court appearances. You can see that most of the violations result in Dismissal. We are allowed 24 hours to conduct necessary repairs from these violations to dismiss them.

The December 2023 Driver Fitness violation was dropped - driver was not in possession of his DMV medical card on him at the time - that violation was issued to him personally.
The same goes for Blueye Logistics' August 2023 driver fitness violation- that as you can see from my attorneys disposition that is was dismissed as well, as we provided proof that driver did in fact have active medical card at that time of the violation, he just could not find it on his person at the time of the stop.

Also, in the past year and half we have significantly reduced the amount of units we maintain and operate, discarding older units, which significantly reduces chances of service issues and potential violations. We have also reduced the number of drivers, maintaining only the best ones that have clean records and are more diligent in their maintenance of the units, potentially reducing future violations. We also maintain a policy of reprimanding employees who fail to maintain and inspect their uits properly, 3 violations of our procedures result in potential termination or suspension. This policy and with the reduction of our units on the road has helped maintain clean records and no violations in the past 11 months of 2024 to eithe rMacedo Contracting Services inc or Blueye Logistics corp

I appreciate your time. I hope this answers your inquiries. Please advise if you need any other information.

Thank you
Manuel Macedo

[Quoted text hidden]

---

6 attachments

Proof of dissolution of corp.pdf
20K

Dissolution of Corp documents .pdf
1530K

8-15-23 BE DOT violations.pdf
1274K

12-13-23 violation driver.pdf
837K

2-13-23 Macedo construction DOT violation.pdf
1217K

FW: Adverse Memo Needed: Macedo Contracting Services-T62801-01G *AND* H66309-01G plus Cleary e-mail

Manny Macedo <mmacedo@macedoinc.com> Wed, Sep 18, 2024 at 2:47 PM
To: "Houdek, Jane M" <jhoudek@nassaucountyny.gov>
Cc: "Cleary, Robert" <RCleary@nassaucountyny.gov>, Macedo Inc <info@macedoinc.com>, "Dionisio, Loretta V" <ldionisio@nassaucountyny.gov>, "Kobel, Elizabeth" <Ekobel@nassaucountyny.gov>

Good Afternoon Ms. Houdek and ALL:

In response to your email dated September 17th, I respectfully request your time and review of this response to further explain the details that occurred in Macedo's Department of Labor audits.

To start, there were two audits that occurred mainly at the same time. However, the Federal Department of Labor's audit period under review was February 2018 thru February 2021. Just before the conclusion of the settlement of this audit the Federal DOL requested and reviewed payroll records up to and including November 2021 -just prior to the final settlement being signed, to ensure that Macedo was currently compliant with all rules and regulations and that there were no further violations found between the ending audit period of February 2021 thru November 2021. This concluded that there were no further issues and the Federal Department of labor settled and closed the matter with the stipulation of payment agreement in November 2021. All the proof of payments and fully paid off settlement was previously provided.

The New York State Department of Labor audit reviewed February 2017 to February 2018 and February 2021 to July 2021. The New York State audit review was concluded later in June 2024. This audit ended more recently BECAUSE the New York State Department of Labor was periodically reviewing records up to and including most recently through 2024 to ensure that there were no further violations after the July 2021 audit end time period. NYS Department of Labor concluded that there were NO FURTHER violations after the audit end period of july 2021 through their last review in 2024 and finalized their conclusion of the audit and entered into the payment agreement/settlement arrangements shortly thereafter.

When these audits began in around early 2020- we worked diligently to re-structure and correct past errors and mistakes and ignorance's. To reiterate- both audits (Federal and State) required follow up review and periodic up to date records of our payroll records up to and including 2024, from all companies, just before the State closed/settled its audit and both Agencies found no violations after their initial audit review periods.

These audits did not find any prevailing wage issues. There were never and have never been prevailing wage issues found in our business conduct.

Unfortunately the settlement agreements and stipulations the Labor Agencies had signed do not go into depth about what our "side" of things were nor give any insight as to the fact that nothing done in the past by my prior organization was intentional or done in malice. It was in fact just a lack of knowledge. For a more in depth background as to why these violations even occurred, unfortunately the main reason was inexperience with the complexities of payroll issues that can occur when you have multiple companies, and incorrect professional advice by a former accounting firm. At the time I started the original Macedo contraction inc company in 2004, it performed residential concrete work. Then in around 2016 I decided to focus more on commercial and industrial work. I was poorly I advised by a former accountant that we should form a separate company to conduct commercial work. We were also ill advised that the multiple companies would not have anything to do with one another with regards to payroll, especially since employees had different tasks at the different companies.
Since the audit's began and after retaining legal counsel to assist Macedo during these audits- we fired our previous accountant. We retained a new accounting firm, with specific extensive experience with construction firms. Having now learnt a great deal more than what was originally explained by our former accountant, I now understand and know that the Department of Labor views companies with similar owners and when employing the same employees as "one". So, any employees that work for one company, that also work for another entity with same ownership ,even if their duties and tasks are completely different, are and should be paid as if they are one full combined work week. I'm sure anyone can see how confusing this could get and it is not easy knowing all the rules nor is it common knowledge in our industry. Fortunately, we have learned that labor laws change often and are extremely extensive and it is a task all to itself to keep up with those rules and regulations, which I now strive to uphold.

Therefore several "safeguards" and multiple changes have been put into place by our organization since 2020 when the audits began and the depth of new knowledge began to be implemented.
We started our restructure and changes by closing out the original company of Macedo construction inc, and began the process to dissolve it. This took us a few years, but we started by no longer having employees. We finished any open residential contacts by subcontracting any remaining work. Then we started the lengthy process of closing and/or merging finances and assets. We also closed other businesses as well including odecam concrete supply, empire concrete pumping corp, etc. We focused only on Macedo Contracting services inc- one Operating business. We also took measures by hiring additional office administrative staff to focus solely on human resources and payroll. We retained legal counsel even after the Department of Labor audits concluded to maintain constant contact and openness about changes and questions related to Départment of labor standards/ Fair labor standards Act. We also changed accounting firms a few years back, when the audits bagan, as a result of the information learnt about overtime and travel time and all the ill advice obtained prior to the audits by our former accountant.

Also, in the audits an employee made a claim that they were not paid travel time. Unfortunately we learned that the burden of proof is on the employer not the employee making allegations. And that is unfortunately where a big issue lied. In the past we did not keep extensive records and therefore allegations made by a disgruntled former employee were validated by the fact that I didn't have physical proof to refute their allegations. However, travel time/over time was proven to be paid to employees who were required to meet at our facility and drive work vehicles. However, we did not have more detailed records of "proof " that not every worker was supposed to come to the facility and travel to the job site from our facility. But one employee claimed they did, and we did not have proof that they did not or were not supposed to. This issue prompted extensive further changes. For starters, we eliminated half of our truck fleet. Making it less likely for anyone to use our trucks to get them to jobs sites. We have job site trailers that are mobilized to projects and everything needed is there, eliminating unnecessary need to travel or having employees need to travel with work trucks or materials. We installed security cameras at our facility that can show if someone is at the facility when they should not be.

The biggest and most important change we made is the extent and details of our record keeping since these audits. This of course was only able to be handled with additional office staff. The first implemented change to record keeping we initiated was requiring all employees to utilize a mobile app that is on their phones to clock in and out and track their GPS location while on duty. So there can no longer be disputed claims of over time or travel time. Everything is recorded by the employee on their app, they clock in ,clock out, take their mandatory lunch break and if they do travel from our facility to the job site -the Gps tracks that. We have been successfully utilizing this application since 2020. Furthermore, with the use of this application time cards are generated automatically. Employees are then required to review their printed times cards and sign off on their time as correct and accurate. These time cards indicate the job location each day, their hours clocked in and out and of course tracks any over time if applicable.

Other changes that were made since the audits are electronic emails everyday to all employees of the next day's schedule. These emails go out every afternoon to all employees and tell them where and what time to check in for work. In the past before we did emails, employees would sometimes unnecessarily show up at the facility even when not needed because they did not speak to or forget to speak to their supervisor the day before to find out where they needed to report the following day. This resulted in confusion and employees showing up at the facility and then going from the facility to the job and then making claims that they were owed travel time. This has not happened since 2020. Everyone is emailed where to report to. If anyone is required to report to the facility for anything it is indicated specifically in their email and they are to clock in as soon as they get to the facility. And if this results in over time, then it is all recorded.

Another safeguard which was already previously mentioned is the additional staff- and specific staff to keep maintenance and track of all employees utilizing the app every day and properly. Ensuring they sign off on their weekly time cards and that payroll is issued according to the employees time. Legal counsel on retainer specifically for Labor law and Business related issues and new accountant firm on retainer with extensive experience in the construction industry.

Another significant change we made was signing with the local unions. Since focusing exclusively on Macedo Contracting services and our municipal/ public works for the past several years we have now signed labor contracts with 2 main unions that our work force utilizes. These are now other agencies that periodically audits us and look for payroll accuracy according to labor law standards and ensure everything is accurate and in order when it comes to labor's pay. Also, on the subject of exclusively performing municipal work now, we also produce certified payroll reports that tie to the employees time and match their time cards, so every minute and hour are accounted for as well on the certified payroll forms, which are produced every week for every project we are on.

The other important safeguard we implemented was that we do not have multiple companies or "shared employees".
The companies we have open as of today are:
Meso HoldingLLC- which is only a holding company for the facility we utilize
Auction Factory East Coast Corp: which is an online auction company I have that I myself do online auctions of repossession of items for lenders. It has no employees. It is something I do in my spare time in the off winter seasons.
Blueye logistics corp- is a trucking / hauling company I started in 2023 to subcontract trucks to haul materials. This company does not "share employees" with Macedo contracting services inc. It is run independently from Macedo contractings with its own separate employees. As a side note, at the end of the State department of labor review, just

before settlement, we offered them a review of our Blueye logistics payroll records and they concluded there were no shared employes and no link between Macedo contracting services and Blueye logistics, and therefore no issues existed with regards to labor standards

So, at this time Macedo Contracting Services Inc. is the main company that I maintain with a labor force of machine operators and laborers and masons. These employees that work for MACEDO do not work for any of my other businesses listed above.

Respectfully, being that I started my first business, Macedo construction inc, over 24 years ago and have maintained in business for this long, it would be inevitable to have been the subject to any kind of audit,even by the department of labor. I honestly do not know anyone in the construction industry that has been around as long as myself that has not at one time or another been subject to a review by the Department of labor.
But I can only speak for my specific experience and that is that I started my first company when I was only 20 years old. I built something on my own and kept it a small tight family business with only myself and my wife for the first 17 years. When we saw the expansion and our growth happening obviously more and more had to be learned and more administrative staff was hired. But like many things in life, sometimes you don't learn something until it's too late, and ignorance is no excuse for what occurred in the past. But it was not intentional, not malicious. I honored the audit results and paid all that was required and continue to do so. And all of the above described safeguards and measures have been in full effect since. I lived and learned through the experience and only came out better and more efficient and maintain no further issues with the department of labor.

I apologize if my email is excessively long and drawn out. But, my business is my life, and it is all very personal to me, so I hope this explains all that is needed.

Again, please keep me informed as to any review or meeting on the awards of these contracts so that I can make myself available and attend and /or respond to any further questions anyone might have.

SIncerely,

Manuel Macedo
[Quoted text hidden]

COUNTY OF NASSAU

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

1. Name of the Entity: Macedo Contracting Services Inc

Address: PO Box 64

City: ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779

Country: US

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

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

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

1 File(s) uploaded: Consulants.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Manuel Macedo, [redacted] president, vice president, treasure, secretary, chief exec, officer. There are no other shareholders or partners of this firm. Manuel Macedo is only shareholder.

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.

Manuel Macedo is [redacted] common owner of other companies (auction factory east coast corp, Blueye Logistiscs Corp) , However these other entities have no affiliation to Macedo contracting services inc

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

The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Manuel Macedo [MMACEDO@MACEDOINC.COM]

Dated: 07/10/2026 11:04:23 am

Title: President

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

Consulants, Contractor and vendors disclosure form

Question #4

President:

Manuel Macedo, [redacted]

Vice president:

Manuel Macedo, [redacted]

Treasurer:

Manuel Macedo, [redacted]

Secretary:

Manuel Macedo, [redacted]

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: May 20, 2026

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number:	H90059-01G
Title:	Supreme Court Loading Dock Rehabilitation
Engineer's Estimate:	$5,245,775.66
BIDS RECEIVED ON:	February 3, 2026

The bids received for the above referenced contract have been examined and the bid submitted by Macedo Contracting Services, Inc. in the amount of $6,272,409.00 is acceptable (see the attached bid tabulation).

The bid by Macedo Contracting Services, Inc. is 19.57% above the engineer's estimate of $5,245,775.66. Adequate funding is available (Capital Project number 90059).

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:TMG:jd
Attachments
c: Thomas M. George, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Saji Varughese, Project Manager IV
Daniel Wong, Civil Engineer II

APPROVED: 5/20/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

S:\SAN\Support Staff\Author\Wong, Daniel\MK to ATW ROA Memo H90059-01G Supreme Ct Loading Dock Rehab.dw.docx

H90059-01G - General Contracting

Supreme Court Loading Dock Rehabilitation

Bid Opening: 2 /3 /2026

Engineer: Daniel Wong **Phone:** (516) 571-6886

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Sasco Construction Service LLC	3 Grace Ave Great Neck, NY 11021	The Gray Casualty & Surety Co	10% of Bid Amount	$3,290,098.59	$0.00
Macedo Contracting Services, Inc.	PO Box 64 Ronkonkoma, NY 11779	Hudson Insurance Company	10% of Bid Amount	$6,272,459.00	$0.00
Darcon Construction Inc	360 Meacham Ave. Elmont, NY 11003	Philadelphia Indemnity Insuranc	10% of Bid Amount	$8,079,200.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

LiRo Engineers, Inc.
GISI Consulting Group Company
235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 www.liro-hill.com

April 29, 2026

Michael Kwaschyn, PE,
Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

ATTN: Daniel Wong

Re: NCDPW Contract H90059-01G Supreme Court Loading Dock Rehabilitation
Bid Review Analysis

Dear Commissioner Kwaschyn,

Bids were received on the above referenced project on February 3, 2026. Three (3) Contractors submitted cost proposals. The results were as follows:

Contractor	**Bid Opening Amount**	**Corrected Bid Amount**
Sasco Construction Service, LLC	$3,290,098.59	$3,333,130.34
Macedo Contracting Services, Inc.	$6,272,459.00	$6,272,409.00
Darcon Construction Inc.	$8,079,200.00	$8,274,200.00

Attached for your review and consideration is a Bid Analysis Table. The lowest bid received was below the Engineer's Estimate, while the other two bids exceeded the Engineer's Estimate. Upon completion of the standard bid analysis, the Department has found several concerns with the low bidder's proposal, including inconsistencies in unit pricing, calculation errors, and disclaimers related to their submitted unit prices. Additionally, several line items in the low bidder's proposal were significantly below the Engineer's Estimate, raising concerns regarding the bidder's ability to successfully complete the project at the bid price. Therefore, SASCO Construction Service LLC does not meet the required goals for this project.

Based on our evaluation, we have determined that the second-low bidder, Macedo Contracting Services, Inc., has submitted a fair and reasonable bid for the work. Macedo's corrected bid amount of $6,272,409.00 is 19.57% above the Engineer's Estimate of $5,245,775.66.

Based on our review of the bid submissions, Macedo Contracting Services, Inc. has the necessary experience and wherewithal to undertake this project and successfully complete the work.

Accordingly, we recommend award of this contract to Macedo Contracting Services, Inc. in the amount of $6,272,409.00.

The bid tabulation is enclosed for your review.

If you have any questions or require any further information, do not hesitate to contact me.

Very truly yours,

LiRo Engineers, Inc.

Anthony Weber

Anthony Weber, P.E.
Vice President

Encl.

COMPARISON OF BIDS RECEIVED AND OPENED

Bid Opening Date: February 3rd, 2026

Project Name: Supreme Court Loading Dock Rehabilitation (H90059-01G)
Location: Nassau County, New York
Client Name: Nassau County Department of Public Works

🟥 = Error

				Engineers Estimate		Lowest Bidder Sasco Construction Service, LLC					2nd Lowest Bidder Macedo Contracting Services, LLC					Darcon Construction Inc.				
Item	Description	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	Amount Difference	% From Engineers Estimate	*Major & At Least 50% Above or Below EE	UNIT PRICE	AMOUNT	Amount Difference	Unit Price % Difference	*Major & At Least 50% Above or Below EE	UNIT PRICE	AMOUNT	Amount Difference	Unit Price % Difference	*Major & At Least 50% Above or Below EE
1M/F	Mobilization With Field Office	LS	1	$296,930.70	$296,930.70	$48,000.00	$48,000.00	$(248,930.70)	-83.83%	Major Below	$475,000.00	$475,000.00	$ 178,069.30	59.97%	Major Above	$380,000.00	$380,000.00	$ 83,069.30	27.98%	
2	Unclassified Excavation	CY	1570	$160.00	$251,200.00	$63.00	$98,910.00	$(152,290.00)	-60.63%	Major Below	$55.00	$86,350.00	$ (164,850.00)	-65.63%	Major Below	$75.00	$117,750.00	$(133,450.00)	-53.13%	Major Below
3	Trench, Culvert and Bridge Excavation	CY	210	$185.00	$38,850.00	$98.00	$20,580.00	$ (18,270.00)	-47.03%		$55.00	$11,550.00	$ (27,300.00)	-70.27%		$100.00	$21,000.00	$ (17,850.00)	-45.95%	
4A	Cement Concrete Breaking (Pavement)	SY	1140	$100.00	$114,000.00	$45.00	$51,300.00	$ (62,700.00)	-55.00%	Major Below	$48.00	$54,720.00	$ (59,280.00)	-52.00%		$95.00	$108,300.00	$ (5,700.00)	-5.00%	
5C	Selected Fill	CY	310	$62.00	$19,220.00	$72.00	$22,320.00	$ 3,100.00	16.13%		$55.00	$17,050.00	$ (2,170.00)	-11.29%		$80.00	$24,800.00	$ 5,580.00	29.03%	
9	Topsoil	CY	200	$115.00	$23,000.00	$72.00	$14,400.00	$ (8,600.00)	-37.39%		$60.00	$12,000.00	$ (11,000.00)	-47.83%		$150.00	$30,000.00	$ 7,000.00	30.43%	
10A-1	Excavation Protection System	SF	140	$20.00	$2,800.00	$17.80	$2,492.00	$ (308.00)	-11.00%		$25.00	$3,500.00	$ 700.00	25.00%		$150.00	$21,000.00	$ 18,200.00	650.00%	
12H	Clean Existing Drainage System	LF	30	$20.00	$600.00	$62.50	$1,875.00	$ 1,275.00	212.50%		$20.00	$600.00	$ -	0.00%		$150.00	$4,500.00	$ 3,900.00	650.00%	
12E-8	8" Cast Iron Culvert Pipe	LF	210	$200.00	$42,000.00	$75.00	$15,750.00	$ (26,250.00)	-62.50%		$120.00	$25,200.00	$ (16,800.00)	-40.00%		$300.00	$63,000.00	$ 21,000.00	50.00%	
12P-4	4 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	LF	127	$38.00	$4,826.00	$65.00	$8,255.00	$ 3,429.00	71.05%		$29.00	$3,683.00	$ (1,143.00)	-23.68%		$60.00	$7,620.00	$ 2,794.00	57.89%	
12P-6	6 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	LF	35	$42.00	$1,470.00	$65.00	$2,275.00	$ 805.00	54.76%		$48.00	$1,680.00	$ 210.00	14.29%		$80.00	$2,800.00	$ 1,330.00	90.48%	
12P-10	10 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	LF	450	$48.00	$21,600.00	$75.00	$33,750.00	$ 12,150.00	56.25%		$39.00	$17,550.00	$ (4,050.00)	-18.75%		$85.00	$38,250.00	$ 16,650.00	77.08%	
13BP-4	Precast Manhole, 4'-0" Diameter	LF	7	$300.00	$2,100.00	$3,000.00	$21,000.00	$ 18,900.00	900.00%		$600.00	$4,200.00	$ 2,100.00	100.00%		$1,000.00	$7,000.00	$ 4,900.00	233.33%	
13C	Area Drain	EA	12	$250.00	$3,000.00	$625.00	$7,500.00	$ 4,500.00	150.00%		$1,875.00	$22,500.00	$ 19,500.00	650.00%		$500.00	$6,000.00	$ 3,000.00	100.00%	
14	Connections to Existing Drainage Facilities	EA	5	$300.00	$1,500.00	$4,000.00	$20,000.00	$ 18,500.00	1233.33%		$500.00	$2,500.00	$ 1,000.00	66.67%		$1,000.00	$5,000.00	$ 3,500.00	233.33%	
15	Rehabilitation of Catch Basins	EA	3	$2,000.00	$6,000.00	$825.00	$2,475.00	$ (3,525.00)	-58.75%		$1,500.00	$4,500.00	$ (1,500.00)	-25.00%		$3,000.00	$9,000.00	$ 3,000.00	50.00%	
20	Broken Stone, Loose Measure	CY	30	$105.00	$3,150.00	$120.00	$3,600.00	$ 450.00	14.29%		$100.00	$3,000.00	$ (150.00)	-4.76%		$100.00	$3,000.00	$ (150.00)	-4.76%	
24	Cement Concrete Pavement	CY	90	$800.00	$72,000.00	$430.00	$38,700.00	$ (33,300.00)	-46.25%		$500.00	$45,000.00	$ (27,000.00)	-37.50%		$1,000.00	$90,000.00	$ 18,000.00	25.00%	
26MOD	Concrete Curb - Edge Restraint Assembly	LF	1025	$35.00	$35,875.00	$45.00	$46,125.00	$ 10,250.00	28.57%		$60.00	$61,500.00	$ 25,625.00	71.43%		$90.00	$92,250.00	$ 56,375.00	157.14%	
*26	Concrete Curb	LF	10	$60.00	$600.00	$60.00	$600.00	$ -	0.00%		$100.00	$1,000.00	$ 400.00	66.67%		$80.00	$800.00	$ 200.00	33.33%	
27	Cement Concrete Sidewalk	SF	12190	$26.00	$316,940.00	$35.00	$426,650.00	$ 109,710.00	34.62%		$18.00	$219,420.00	$ (97,520.00)	-30.77%		$18.00	$219,420.00	$ (97,520.00)	-30.77%	
30	Metal Reinforcement for Concrete Pavement	SY	250	$10.00	$2,500.00	$400.00	$100,000.00	$ 97,500.00	3900.00%	Major Above	$20.00	$5,000.00	$ 2,500.00	100.00%		$10.00	$2,500.00	$ -	0.00%	
58RPC	Saw Cutting Existing Roadway Pavement and Concrete	LF	930	$17.00	$15,810.00	$16.00	$14,880.00	$ (930.00)	-5.88%		$2.00	$1,860.00	$ (13,950.00)	-88.24%		$100.00	$93,000.00	$ 77,190.00	488.24%	
*81	Structural Steel	LBS	100	$15.00	$1,500.00	$150.00	$15,000.00	$ 13,500.00	900.00%		$10.00	$1,000.00	$ (500.00)	-33.33%		$5.00	$500.00	$ (1,000.00)	-66.67%	
*95	Metal Protection Plates for Curbs	LF	50	$75.00	$3,750.00	$80.00	$4,000.00	$ 250.00	6.67%		$200.00	$10,000.00	$ 6,250.00	166.67%		$300.00	$15,000.00	$ 11,250.00	300.00%	
102	Work Zone Traffic Control	LS	1	$143,582.18	$143,582.18	$72,957.60	$72,957.60	$ (70,624.58)	-49.19%		$675,000.00	$675,000.00	$ 531,417.82	370.11%	Major Above	$50,000.00	$50,000.00	$ (93,582.18)	-65.18%	
104XF	Remove Existing Fence	LF	52	$15.00	$780.00	$25.00	$1,300.00	$ 520.00	66.67%		$20.00	$1,040.00	$ 260.00	33.33%		$100.00	$5,200.00	$ 4,420.00	566.67%	
106A	Post Painting	LF	16	$10.00	$160.00	$37.05	$592.80	$ 432.80	270.50%		$100.00	$1,600.00	$ 1,440.00	900.00%		$300.00	$4,800.00	$ 4,640.00	2900.00%	
106VBG	Vehicle Barrier Gate	LF	52	$250.00	$13,000.00	$275.00	$14,300.00	$ 1,300.00	10.00%		$400.00	$20,800.00	$ 7,800.00	60.00%		$300.00	$15,600.00	$ 2,600.00	20.00%	
133	Clean & Fill Joints & Cracks	LF	780	$35.00	$27,300.00	$90.00	$70,200.00	$ 42,900.00	157.14%		$30.00	$23,400.00	$ (3,900.00)	-14.29%		$10.00	$7,800.00	$ (19,500.00)	-71.43%	
136	Survey Stakeout	LS	1	$93,788.98	$93,788.98	$10,000.00	$10,000.00	$ (83,788.98)	-89.34%	Major Below	$5,000.00	$5,000.00	$ (88,788.98)	-94.67%		$50,000.00	$50,000.00	$ (43,788.98)	-46.69%	
141B	Silt Protection for Surface Inlet Drainage Structure	EA	21	$135.00	$2,835.00	$370.00	$7,770.00	$ 4,935.00	174.07%		$200.00	$4,200.00	$ 1,365.00	48.15%		$750.00	$15,750.00	$ 12,915.00	455.56%	
142D	Structural Steel Painting, Paint System D	LS	1	$5,000.00	$5,000.00	$200.00	$200.00	$ (4,800.00)	-96.00%		$200,000.00	$200,000.00	$ 195,000.00	3900.00%	Major Above	$10,000.00	$10,000.00	$ 5,000.00	100.00%	
144MOD	Waterproofing Membrane	SY	2000	$100.00	$200,000.00	$11.50	$23,000.00	$(177,000.00)	-88.50%	Major Below	$185.00	$370,000.00	$ 170,000.00	85.00%	Major Above	$200.00	$400,000.00	$ 200,000.00	100.00%	Major Above
145MOD	Protective Coating	GAL	460	$250.00	$115,000.00	$88.60	$40,756.00	$ (74,244.00)	-64.56%	Major Below	$150.00	$69,000.00	$ (46,000.00)	-40.00%		$400.00	$184,000.00	$ 69,000.00	60.00%	
158A	Geotextile Cloth	SF	1290	$10.00	$12,900.00	$51.00	$65,790.00	$ 52,890.00	410.00%	Major Above	$1.00	$1,290.00	$ (11,610.00)	-90.00%		$2.00	$2,580.00	$ (10,320.00)	-80.00%	
162A-1	Groundcovers & Ornamental Grass (1 Gallon Container)	EA	850	$20.00	$17,000.00	$27.00	$22,950.00	$ 5,950.00	35.00%		$55.00	$46,750.00	$ 29,750.00	175.00%		$100.00	$85,000.00	$ 68,000.00	400.00%	
162A-2	Groundcovers & Ornamental Grass (2 Gallon Container)	EA	2	$20.00	$40.00	$27.00	$54.00	$ 14.00	35.00%		$55.00	$110.00	$ 70.00	175.00%		$200.00	$400.00	$ 360.00	900.00%	
162B	Perennial Bulbs	EA	45	$20.00	$900.00	$5.00	$225.00	$ (675.00)	-75.00%		$55.00	$2,475.00	$ 1,575.00	175.00%		$100.00	$4,500.00	$ 3,600.00	400.00%	
179C	Aluminum Plant Bed Edge	LF	1025	$5.00	$5,125.00	$20.00	$20,500.00	$ 15,375.00	300.00%		$25.00	$25,625.00	$ 20,500.00	400.00%		$30.00	$30,750.00	$ 25,625.00	500.00%	
180	Trench Drain	LF	30	$610.00	$18,300.00	$270.00	$8,100.00	$ (10,200.00)	-55.74%		$320.00	$9,600.00	$ (8,700.00)	-47.54%		$450.00	$13,500.00	$ (4,800.00)	-26.23%	
199	Interim Payments	LS	1	$140,000.00	$140,000.00	$140,000.00	$140,000.00	$ -	0.00%		$140,000.00	$140,000.00	$ -	0.00%		$140,000.00	$140,000.00	$ -	0.00%	
199S	Steel/Iron Price Adjustment	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$ -	0.00%		$5,000.00	$5,000.00	$ -	0.00%		$5,000.00	$5,000.00	$ -	0.00%	
361B	Planting Trees and Shrubs	EA	1	$250.00	$250.00	$600.00	$600.00	$ 350.00	140.00%		$1,500.00	$1,500.00	$ 1,250.00	500.00%		$5,000.00	$5,000.00	$ 4,750.00	1900.00%	
361E	Planting Trees and Shrubs	EA	230	$250.00	$57,500.00	$95.00	$21,850.00	$ (35,650.00)	-62.00%		$135.00	$31,050.00	$ (26,450.00)	-46.00%		$350.00	$80,500.00	$ 23,000.00	40.00%	
361F	Planting Trees and Shrubs	EA	7	$250.00	$1,750.00	$95.00	$665.00	$ (1,085.00)	-62.00%		$400.00	$2,800.00	$ 1,050.00	60.00%		$200.00	$1,400.00	$ (350.00)	-20.00%	
365	Sodding	SF	8640	$10.00	$86,400.00	$8.00	$69,120.00	$ (17,280.00)	-20.00%		$1.65	$14,256.00	$ (72,144.00)	-83.50%		$3.00	$25,920.00	$ (60,480.00)	-70.00%	
*420R	Regrade a Pullbox Frame and Cover	EA	1	$500.00	$500.00	$400.00	$400.00	$ (100.00)	-20.00%		$1,000.00	$1,000.00	$ 500.00	100.00%		$2,500.00	$2,500.00	$ 2,000.00	400.00%	
*442W	Epoxy Reflectorized Pavements Markings (White)	LF	10	$2.50	$25.00	$8.00	$80.00	$ 55.00	220.00%		$10.00	$100.00	$ 75.00	300.00%		$30.00	$300.00	$ 275.00	1100.00%	
442Y	Epoxy Reflectorized Pavements Markings (Yellow)	LF	525	$2.50	$1,312.50	$8.00	$4,200.00	$ 2,887.50	220.00%		$10.00	$5,250.00	$ 3,937.50	300.00%		$30.00	$15,750.00	$ 14,437.50	1100.00%	
701	Remove, Store and Reset Existing Bench	EA	8	$1,000.00	$8,000.00	$500.00	$4,000.00	$ (4,000.00)	-50.00%		$1,000.00	$8,000.00	$ -	0.00%		$2,000.00	$16,000.00	$ 8,000.00	100.00%	
702	Remove, Dispose and Replace Brick Facing	SF	7490	$100.00	$749,000.00	$7.00	$52,430.00	$(696,570.00)	-93.00%	Major Below	$250.00	$1,872,500.00	$1,123,500.00	150.00%	Major Above	$110.00	$823,900.00	$ 74,900.00	10.00%	
703	Remove, Store and Reinstall Existing Granite Cap	LF	750	$167.00	$125,250.00	$90.00	$67,500.00	$ (57,750.00)	-46.11%		$100.00	$75,000.00	$ (50,250.00)	-40.12%		$100.00	$75,000.00	$ (50,250.00)	-40.12%	
704	Maintenance and Repair of Cast-in-Place Concrete	SF	10090	$60.00	$605,400.00	$35.00	$353,150.00	$(252,250.00)	-41.67%		$80.00	$807,200.00	$ 201,800.00	33.33%		$300.00	$3,027,000.00	$ 2,421,600.00	400.00%	Major Above
705	Slip Slab	LF	100	$10.00	$1,000.00	$25.00	$2,500.00	$ 1,500.00	150.00%		$200.00	$20,000.00	$ 19,000.00	1900.00%		$25.00	$2,500.00	$ 1,500.00	150.00%	
706	Remove, Store and Reuse Existing Granite Block Facing	SF	3750	$100.00	$375,000.00	$95.00	$356,250.00	$ (18,750.00)	-5.00%		$10.00	$37,500.00	$ (337,500.00)	-90.00%	Major Below	$110.00	$412,500.00	$ 37,500.00	10.00%	
707	Joint Sealants	LF	1585	$20.00	$31,700.00	$32.00	$50,720.00	$ 19,020.00	60.00%		$25.00	$39,625.00	$ 7,925.00	25.00%		$10.00	$15,850.00	$ (15,850.00)	-50.00%	
708	Grouting	SF	940	$50.00	$47,000.00	$17.50	$16,450.00	$ (30,550.00)	-65.00%		$10.00	$9,400.00	$ (37,600.00)	-80.00%		$100.00	$94,000.00	$ 47,000.00	100.00%	
709	Remove, Store and Reset Existing Light Pole	EA	8	$2,000.00	$16,000.00	$600.00	$4,800.00	$ (11,200.00)	-70.00%		$2,300.00	$18,400.00	$ 2,400.00	15.00%		$5,000.00	$40,000.00	$ 24,000.00	150.00%	
710	Remove and Replace Flashing	LF	38	$75.00	$2,850.00	$45.00	$1,710.00	$ (1,140.00)	-40.00%		$200.00	$7,600.00	$ 4,750.00	166.67%		$200.00	$7,600.00	$ 4,750.00	166.67%	
711	Clean and Repoint Granite Stones	SF	8400	$50.00	$420,000.00	$25.00	$210,000.00	$(210,000.00)	-50.00%	Major Below	$20.00	$168,000.00	$ (252,000.00)	-60.00%	Major Below	$25.00	$210,000.00	$(210,000.00)	-50.00%	Major Below
712	Remove, Store and Reset Landscape Appurtenances	EA	1	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$ (1,000.00)	-50.00%		$2,000.00	$2,000.00	$ -	0.00%		$5,000.00	$5,000.00	$ 3,000.00	150.00%	
713	Hand and/or Pneumatic Excavation	CY	50	$240.00	$12,000.00	$865.00	$43,250.00	$ 31,250.00	260.42%		$10.00	$500.00	$ (11,500.00)	-95.83%		$300.00	$15,000.00	$ 3,000.00	25.00%	
714	Align Aluminum Edging	LF	354	$12.00	$4,248.00	$20.00	$7,080.00	$ 2,832.00	66.67%		$25.00	$8,850.00	$ 4,602.00	108.33%		$30.00	$10,620.00	$ 6,372.00	150.00%	
715	Round Stone	SF	700	$15.00	$10,500.00	$51.00	$35,700.00	$ 25,200.00	240.00%		$8.00	$5,600.00	$ (4,900.00)	-46.67%		$150.00	$105,000.00	$ 94,500.00	900.00%	
716	Bark Chip Mulch	SY	200	$20.00	$4,000.00	$60.00	$12,000.00	$ 8,000.00	200.00%		$50.00	$10,000.00	$ 6,000.00	150.00%		$30.00	$6,000.00	$ 2,000.00	50.00%	
717	Integral Color Pigment for Cement Concrete	LBS	2315	$5.00	$11,575.00	$2.00	$4,630.00	$ (6,945.00)	-60.00%		$10.00	$23,150.00	$ 11,575.00	100.00%		$6.00	$13,890.00	$ 2,315.00	20.00%	
718	Imprinting on Concrete Pavement or Sidewalk	SF	14480	$20.00	$289,600.00	$5.00	$72,400.00	$(217,200.00)	-75.00%	Major Below	$2.00	$28,960.00	$ (260,640.00)	-90.00%	Major Below	$20.00	$289,600.00	$ -	0.00%	
719	Low-Voltage Electrical Power Conductors and Cables	LS	1	$20,203.30	$20,203.30	$62,250.00	$62,250.00	$ 42,046.70	208.12%		$28,000.00	$28,000.00	$ 7,796.70	38.59%		$28,000.00	$28,000.00	$ 7,796.70	38.59%	
720	Grounding and Bonding for Electrical Systems	LS	1	$2,500.00	$2,500.00	$17,031.00	$17,031.00	$ 14,531.00	581.24%		$3,500.00	$3,500.00	$ 1,000.00	40.00%		$1,000.00	$1,000.00	$ (1,500.00)	-60.00%	
721	Raceways and Boxes for Electrical Systems	LS	1	$33,069.00	$33,069.00	$11,508.09	$11,508.09	$ (21,560.91)	-65.20%		$70,000.00	$70,000.00	$ 36,931.00	111.68%		$80,000.00	$80,000.00	$ 46,931.00	141.92%	
722	Underground Ducts and Raceways for Electrical Systems	LS	1	$4,620.00	$4,620.00	$16,759.96	$16,759.96	$ 12,139.96	262.77%		$2,900.00	$2,900.00	$ (1,720.00)	-37.23%		$35,000.00	$35,000.00	$ 30,380.00	657.58%	
723	Identification for Electrical Systems	LS	1	$5,000.00	$5,000.00	$7,500.00	$7,500.00	$ 2,500.00	50.00%		$200.00	$200.00	$ (4,800.00)	-96.00%		$6,000.00	$6,000.00	$ 1,000.00	20.00%	
724	Foundation for Lights	EA	8	$3,000.00	$24,000.00	$954.38	$7,635.04	$ (16,364.96)	-68.19%		$1,875.00	$15,000.00	$ (9,000.00)	-37.50%		$1,500.00	$12,000.00	$ (12,000.00)	-50.00%	
725	Hangers and Supports for Electrical Systems	LS	1	$1,615.00	$1,615.00	$3,435.79	$3,435.79	$ 1,820.79	112.74%		$4,000.00	$4,000.00	$ 2,385.00	147.68%		$1,000.00	$1,000.00	$ (615.00)	-38.08%	
726	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	LS	1	$2,500.00	$2,500.00	$2,227.89	$2,227.89	$ (272.11)	-10.88%		$1,000.00	$1,000.00	$ (1,500.00)	-60.00%		$1,000.00	$1,000.00	$ (1,500.00)	-60.00%	
727	Lighting Control Devices	LS	1	$6,740.00	$6,740.00	$7,566.27	$7,566.27	$ 826.27	12.26%		$7,500.00	$7,500.00	$ 760.00	11.28%		$14,000.00	$14,000.00	$ 7,260.00	107.72%	
728	Enclosed Switches and Circuit Breakers	LS	1	$190.00	$190.00	$8,322.90	$8,322.90	$ 8,132.90	4280.47%		$3,400.00	$3,400.00	$ 3,210.00	1689.47%		$1,000.00	$1,000.00	$ 810.00	426.32%	
729	LED Exterior Lighting	LS	1	$25,910.00	$25,910.00	$55,500.00	$55,500.00	$ 29,590.00	114.20%		$96,500.00	$96,500.00	$ 70,590.00	272.44%		$150,000.00	$150,000.00	$ 124,090.00	478.93%	
730	Replace Granite Block Facing	SF	50	$200.00	$10,000.00	$57.00	$2,850.00	$ (7,150.00)	-71.50%		$200.00	$10,000.00	$ -	0.00%		$400.00	$20,000.00	$ 10,000.00	100.00%	
731	Painting of Fire Sprinkler Piping	LF	760	$5.00	$3,800.00	$90.00	$68,400.00	$ 64,600.00	1700.00%	Major Above	$15.00	$11,400.00	$ 7,600.00	200.00%		$40.00	$30,400.00	$ 26,600.00	700.00%	
732	Remove, Store and Reset Existing Handrail	LF	60	$100.00	$6,000.00	$266.60	$15,996.00	$ 9,996.00	166.60%		$60.00	$3,600.00	$ (2,400.00)	-40.00%		$200.00	$12,000.00	$ 6,000.00	100.00%	
733	Overlay Concrete, Class DP	SY	723	$145.00	$104,835.00	$110.00	$79,530.00	$ (25,305.00)	-24.14%		$105.00	$75,915.00	$ (28,920.00)	-27.59%		$200.00	$144,600.00	$ 39,765.00	37.93%	
744	Force Account Work	LS	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$ -	0.00%		$50,000.00	$50,000.00	$ -	0.00%		$50,000.00	$50,000.00	$ -	0.00%	

* A Major Item is a contract pay item for which the original unit bid price multiplied by the original item quantity exceeds 1.5% of the total contract bid price.

TOTAL	$5,245,775.66

TOTAL	$3,333,130.34
Difference from EE	-$1,912,645.32
% Diff. from EE	-36.46%

REJECTED

TOTAL	$6,272,409.00
Difference from EE	$1,026,633.34
% Diff. from EE	19.57%

TOTAL	$8,274,200.00
Difference from EE	$3,028,424.34
% Diff. from EE	57.73%

Note: All individual item amounts were inputted correctly, however the total amount was wrongly calculated.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: March 30, 2026

SUBJECT: **RECOMMENDATION OF BID REJECTION**

Contract Number:	H90059-01G
Title:	Supreme Court Loading Dock Rehabilitation
Engineer's Estimate:	$ 5,245,775.66
BIDS RECEIVED ON:	February 3, 2026

The Bids received for the above referenced contract have been examined, as tabulated in the bid comparison (attached). The bid submitted by Sasco Construction Service, LLC, in the amount of $ 3,333,130.34 is not acceptable as the lowest responsible bidder for the following reasons:

1. Sasco, had multiple inconsistencies in their prices, as the numerical amounts for the unit prices did not always align with the written words. Additionally, there were errors in the calculation of the amounts of several items. Errors are highlighted in the attached spreadsheet with revised numbers.

2. It should also be noted that for several written words amounts, their input was based on a different Qty and/or a written amount wasn't even provided or had a disclaimer. Below are the several items in question:

    a. Item 1M/F – gave unit price per month. Additionally, the amount of the bid item was based on 18 months, when the contract duration should be 12 months. As such the bid price/amount was modified to $48,000. This is also concerning as it suggests they don't know that the contract is for 12 months.
    b. Item 81- With the written amount they wrote the following disclaimer 'Price Subject to change due to market fluctuations. Please note that we have a Steel Price Adjustment item in the contract, so they will be locked into the $150/lbs, which is about ten times higher than market value currently.
    c. Item 102 – Did not provide a written price, as they wrote the following 'Based on Laborer Heavy Highway wage rate for a duration of up to 90 days. This is a lump sum item so we used the numerical value provided in the spreadsheet, but we would need clarification on if we can even use the numerical value since as per Instructions to Bidder Item 2: "In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price, as expressed in written words, shall govern.".

3. In addition to the errors and added disclaimers, several line items in their bid came in significantly below the engineer's estimate, with the following items of particular concern:

    a. Item 144MOD – Waterproofing Membrane
    b. Item 702 – Remove, Dispose and Replace Brick Facing
    c. Item 718 – Imprinting on Concrete pavement or sidewalk (However, the 2nd bidder also came in very low on this item, whereas the 3rd bidder had the same price as our engineers estimate.)

4. Items 144MOD and 702 are among the essential components of the project and their pricing appears to be an order of magnitude lower.

SUBJECT: RECOMMENDATION OF BID REJECTION

Contract Number: H90059-01G
Title: Supreme Court Loading Dock Rehabilitation
Engineer's Estimate: $ 5,245,775.66
BIDS RECEIVED ON: February 3, 2026

5. Under Question 4 of the Qualification Statement, which asks to list the projects Contractor has performed in the past few years which they feel would qualify them for this work, they only put one project "Seratoga State Park" which included Masonry and Sitework for $400,000.00. We are unaware of any previous work our department has with this Contractor.

The low bid by Sasco Construction Service, LLC, is 36.46% below the engineer's estimate. After reviewing all documentation submitted by the contractor, it was found that Sasco Construction Service, LLC, does not meet the required goals for this project.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action. If you approve of our recommendation to reject the apparent low bid we will begin review of the apparent second low bidder.

Joseph G Pecora

for Michael Kwaschyn
Commissioner

MK:TMG:jd
c: Thomas M. George, Deputy Commissioner
Jane Houdek, Attorney for Department of Public Works
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Saji Varughese, Project Manager IV
Daniel Wong, Civil Engineer II

APPROVED:

3/31/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

Via Certified Mail Return Receipt Requested

April 2, 2026

SASCO Construction Service LLC
3 Grace Avenue
Great Neck, New York 11021

Att: Tahir Bhutta, President

Re: Supreme Court Loading Dock Rehabilitation
Contract No.:H90059-01G

To Whom It May Concern:

Please be advised that upon completion of the standard bid analysis, the Department has found multiple inconsistencies and issues. Therefore, SASCO Construction Service LLC does not meet the required goals for this project:

1. For several written words amounts, the input was based on a different quantity and/or a written amount wasn't even provided or had a disclaimer. Below are the several items in question:

    a. Item 1M/F – Gave unit price per month. Additionally, the amount of the bid item was based on 18 months, when the contract duration should be 12 months.
    b. Item 81- Wrote the following disclaimer 'Price Subject to change due to market fluctuations.'
    c. Item 102 – Did not provide a written price and wrote the following 'Based on Laborer Heavy Highway wage rate for a duration of up to 90 days.'

2. In addition to the errors and added disclaimers, several line items in the bid came in significantly low, with the following items of particular concern:

    a. Item 144MOD – Waterproofing Membrane
    b. Item 702 – Remove, Dispose and Replace Brick Facing
    c. Item 718 – Imprinting on Concrete pavement or sidewalk

3. Under Question 4 of the Qualification Statement, which asks to list the projects Contractor has performed in the past few years which they feel would qualify them for this work, only one project "Seratoga State Park",(sic) which included Masonry and Sitework for $400,000.00 was listed. We are unaware of any previous work our department has with SASCO.

As a result, the Department will not be proceeding with an award of the above-referenced contract to your firm.

The Department will proceed with an award of the contract to the next lowest responsible bidder.

Very truly yours,

Joseph G Pecora P.E.

for Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:TMG:jd
c: Thomas M. George, Deputy Commissioner of Public Works
Douglas Tuman, Deputy Commissioner of Public Works
Loretta Dionisio, Assistant to Deputy Commissioner for Administration
Jane Houdek, Counsel, Department of Public Works
Christopher Paggi, Chief Civil Engineer
Saji Varughese, Project Manager IV
Elizabeth Kobel, Administrative Officer
Daniel Wong, Civil Engineer II

Request to Initiate - R25-0230 (P25-0141 - Supreme Court Loading Dock Rehabilitation)

RTI Status	**Active**		
Request Type	**RFBC**		
Service Requested	**Construction of Supreme Court Loading Dock Rehabilitation**		
Justification	**The Nassau County Supreme Court loading dock deck, access ramps, retaining walls, plaza and walkway around the building are in need of rehabilitation due to water infiltration and deterioration.**		
Requested By	**Public Works**	Project Manager	**Daniel Wong**
Project Cost for this Phase / Contract	**Construction**		
PIR Phase Amount Listed	**5,100,000.00**	Phase Cost	**5,100,000.00**
Total Project Cost	**$5,100,000.00**		
Start Work	**08/03/2026**	Duration	**12 months**
Renewal Options			
Procurement Method	**Formal Sealed Bid**		
Procurement Method Reason			
Priority Justification	**Other**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	90059 - Nassau County Supreme Court Loading Dock Underpass	000	PWCAPCAP	5,100,000.00		0			09/17/2025	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
Does the County own the proper equipment to do the work?	
If the County does not own the proper equipment can it rent/lease the equipment?	
If the County does not own the proper equipment what is the time frame to buy the equipment?	
If the County does not own the proper equipment what is the cost of the equipment?	
If the Department, chooses to buy the equipment is the cost budgeted?	
If Yes and choosing to outsource, please explain why?	
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
If the task is not performed often would the employee remain proficient in the duties required?	
Is this project installing an operation system requiring a licensed installer from the manufacture?	
Are there any warranties that would be voided if not installed by a licensed person or company?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**Daniel Wong**	**09/17/2025 03:17 pm**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**09/17/2025 03:46 pm**
AIM Entered	**Deanna Funk**	**09/18/2025 06:15 am**
Time Sheet Code	**25-0230**	
Commissioner Approved	**William Nimmo**	**09/22/2025 09:14 am**
DCE / Ops Approved	**Arthur Walsh**	**09/23/2025 09:37 am**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Daniel Wong, Civil Engineer II

FROM: Office of the Commissioner

DATE: October 8, 2025

SUBJECT: CSEA Sub-Contracting Approval
C25-0230 Contract Number: n/a
Supreme Court Loading Dock Rehabilitation

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C25-0230.**

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Sean McBride
Deputy Commissioner

SM:jd
c: Michael Kwaschyn, Commissioner
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

C25-0230

Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalender, President

FROM: Department of Public Works

DATE: September 29, 2025

SUBJECT: CSEA Notification of a Proposed DPW Contract
Supreme Court Loading Dock Rehabilitation

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a construction contract for the following services: Supreme Court Loading Dock Rehabilitation

2. The work involves the following: waterproofing underpass structure, rehabilitating concrete structural slabs and concrete encased steel beams, replacing brick face and coping stones of ramp walls, upgrading drainage, upgrading lighting, rehabilitating concrete pavement, replacing plaza and walkways around the Supreme Court building, landscaping, painting sprinkler system.

3. An estimate of the cost is: $5,100,000.00

4. An estimate of the duration is: Twelve (12) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Sean McBride, Deputy Commissioner, telephone 1-6887, fax 1-9657.

Sean McBride
Deputy Commissioner

SM:TMG:jd

c: Melissa Gallucci, Commissioner, Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Daniel Wong, Civil Engineer II
Elizabeth Cotton, Special Assistant, Office of Labor Relations

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Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
1M/F	1	LS	Mobilization With Field Office	For: four hundred seventy five thousand, dollars, zero cents	475,000.00	475,000.00
2	1570	CY	Unclassified Excavation	For: fifty five dollars, zero cents	55.00	86,350.00
3	210	CY	Trench, Culvert and Bridge Excavation	For: fifty five dollars, zero cents	$55.00	11,550.00
4A	1140	SY	Cement Concrete Breaking (Pavement)	For: fourty eight dollars, zero cents	48.00	54,720.00
5C	310	CY	Selected Fill	For: fifty five dollars, zero cents	55.00	17,050.00
9	200	CY	Topsoil	For: sixty dollars, zero cents	60.00	12,000.00
10A-1	140	SF	Excavation Protection System	For: Twenty five dollars, zero cents	25.00	3500.00
12H	30	LF	Clean Existing Drainage System	For: Twenty dollars, zero cents	20.00	600.00
12E-8	210	LF	8" Cast Iron Culvert Pipe	For: one hundred and twenty dollars, zero cents	120.00	25,200.00
12P-4	127	LF	4 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Twenty nine dollars, zero cents	29.00	3,683.00
12P-6	35	LF	6 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: fourty eight dollars, zero cents.	48.00	1,680.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
12P-10	450	LF	10 Inch Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Thirty nine dollars, zero cents	39.00	17,550.00
13BP-4	7	LF	Precast Manhole, 4'-0" Diameter	For: Six hundred dollars, zero cents	600.00	4,200.00
13C	12	EA	Area Drain	For: one thousand, eight hundred seventy five dollars, zero cents	1,875.00	22,500.00
14	5	EA	Connections to Existing Drainage Facilities	For: five hundred dollars, zero cents	500.00	2,500.00
15	3	EA	Rehabilitation of Catch Basins	For: one thousand five hundred dollars, zero cents	1,500.00	4,500.00
20	30	CY	Broken Stone, Loose Measure	For: one hundred dollars, zero cents	100.00	3,000.00
24	90	CY	Cement Concrete Pavement	For: five hundred dollars zero cents	500.00	45,000.00
26MOD	1025	LF	Concrete Curb - Edge Restraint Assembly	For: sixty dollars, zero cents	60.00	61,500.00
26	10	LF	Concrete Curb	For: one hundred dollars, zero cents	100.00	1,000.00
27	12190	SF	Cement Concrete Sidewalk	For: eighteen dollars, zero cents	18.00	219,420.00
30	250	sy	Metal Reinforcement for Concrete Pavement	For: Twenty dollars, zero cents.	20.00	5,000.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
58RPC	930	LF	Saw Cutting Existing Roadway Pavement and Concrete	For: Two dollars, Zero cents	2.00	1,860.00
81	100	LBS	Structural Steel	For: Ten dollars, Zero cents	10.00	1,000.00
95	50	LF	Metal Protection Plates for Curbs	For: Two hundred dollars, zero cents	200.00	10,000.00
102	1	LS	Work Zone Traffic Control	For: Six hundred seventy five ~~thousand~~ dollars, zero cents	675,000.00	675,000.00
104XF	52	LF	Remove Existing Fence	For: Twenty dollars, zero cents	20.00	1,040.00
106A	16	LF	Post Painting	For: One hundred dollars, zero cents	100.00	1,600.00
106VBG	52	LF	Vehicle Barrier Gate	For: Four hundred dollars, zero cents	400.00	20,800.00
133	780	LF	Clean & Fill Joints & Cracks	For: Thirty dollars, zero cents	30.00	23,400.00
136	1	LS	Survey Stakeout	For: Five thousand dollars, zero cents	5,000.00	5,000.00
141B	21	EA	Silt Protection for Surface Inlet Drainage Structure	For: Two hundred dollars, zero cents	200.00	4,200.00
142D	1	LS	Structural Steel Painting, Paint System D	For: Two hundred thousand dollars, zero cents	200,000.00	200,000.00

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
144MOD	2000	SY	Waterproofing Membrane	For: one hundred ~~[illegible]~~ eighty five dollars, zero cents	~~150.00~~ 185.00	~~300,000.00~~ 370,000.00
145MOD	460	GAL	Protective Coating	For: one hundred fifty dollars, zero cents	150.00	69,000.00
158A	1290	SF	Geotextile Cloth	For: One dollar, zero cents	1.00	1,290.00
162A-1	850	EA	Groundcovers & Ornamental Grass (1 Gallon Container)	For: fifty five dollars, zero cents	55.00	46,750.00
162A-2	2	EA	Groundcovers & Ornamental Grass (2	For: fifty five dollars, zero cents	55.00	110.00
162B	45	EA	Perennial Bulbs	For: fifty five dollars, zero cents	55.00	2,475.00
179C	1025	LF	Aluminum Plant Bed Edge	For: Twenty five dollars, zero cents	25.00	25,6250.00
180	30	LF	Trench Drain	For: Three hundred twenty dollars, zero cents	320.00	9,600.00
199*	1	LS	Interim Payments	For: one hundred forty thousand dollars, zero cents	$140,000.00	140,000.00
199S*	1	LS	Steel/Iron Price Adjustment	For: five thousand dollars zero cents	$5,000.00	5,000.00
361B	1	EA	Planting Trees and Shrubs	For: one thousand five hundred dollars zero cents	1,500.00	1,500.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
361E	230	EA	Planting Trees and Shrubs	For: one hundred thirty five dollars zero cents	135.00	31,050.00
361F	7	EA	Planting Trees and Shrubs	For: four hundred dollars, zero cents	400.00	2,800.00
365	8640	SF	Sodding	For: one dollar, sixty five cents	1.65	14,256.00
420R	1	EA	Regrade a Pullbox Frame and Cover	For: one thousand dollars, zero cents	1,000.00	1,000.00
442W	10	LF	Epoxy Reflectorized Pavements Markings (White)	For: Ten dollars, zero cents	10.00	100.00
442Y	525	LF	Epoxy Reflectorized Pavements Markings (Yellow)	For: Ten dollars, zero cents	10.00	5,250.00
701	8	EA	Remove, Store and Reset Existing Bench	For: one thousand dollars, zero cents	1,000.00	8,000.00
702	7490	SF	Remove, Dispose and Replace Brick Facing	For: Two hundred fifty dollars, zero cents	250.00	1,872,500.00
703	750	LF	Remove, Store and Reinstall Existing Granite Cap	For: One hundred dollars, zero cents	100.00	75,000.00
704	10090	SF	Maintenance and Repair of Cast-in-Place Concrete	For: eighty dollars, zero cent	80.00	807,200.00
705	100	LF	Slip Slab	For: Two hundred dollars zero cents.	200.00	20,000.00

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Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
706	3750	SF	Remove, Store and Reuse Existing Granite Block Facing	For: Ten dollars, no cents	10.00	37,500.00
707	1585	LF	Joint Sealants	For: Twenty five dollars, no cents	25.00	39,625.00
708	940	SF	Grouting	For: Ten dollars, zero cents	10.00	9,400.00
709	8	EA	Remove, Store and Reset Existing Light Pole	For: Two thousand, three hundred dollars, zero cents	2,300.00	18,400.00
710	38	LF	Remove and Replace Flashing	For: Two hundred dollars, zero cents	200.00	7,600.00
711	8400	SF	Clean and Repoint Granite Stones	For: Twenty dollars, no cents	20.00	168,000.00
712	1	EA	Remove, Store and Reset Landscape Appurtenances	For: Two thousand dollars, zero cents	2,000.00	2,000.00
713	50	CY	Hand and/or Pneumatic Excavation	For: Ten dollars zero cents	10.00	500.00
714	354	LF	Align Aluminum Edging	For: Twenty five dollars, zero cents	25.00	8,850.00
715	700	SF	Round Stone	For: eight dollars, zero cents	8.00	5,600.00
716	200	SY	Bark Chip Mulch	For: Fifty dollars, zero cents	50.00	10,000.00

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Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
717	2315	LBS	Integral Color Pigment for Cement Concrete	For: Ten dollars, zero cents	10.00	23,150.00
718	14480	SF	Imprinting on Concrete Pavement or Sidewalk	For: Two dollars, zero cents	2.00	28,960.00
719	1	LS	Low-Voltage Electrical Power Conductors and Cables	For: Twenty eight thousand dollars, zero cents	28,000.00	28,000.00
720	1	LS	Grounding and Bonding for Electrical Systems	For: Three thousand, five hundred dollars, zero cents	3,500.00	3,500.00
721	1	LS	Raceways and Boxes for Electrical Systems	For: Seventy thousand dollars, zero cents	70,000.00	70,000.00
722	1	LS	Underground Ducts and Raceways for Electrical Systems	For: Two thousand nine hundred dollars, zero cents	2,900.00	2,900.00
723	1	LS	Identification for Electrical Systems	For: Two hundred fifty dollars, zero cents	250.00	250.00
724	8	EA	Foundation for Lights	For: One thousand eight hundred seventy five dollars zero cents	1,875.00	15,000.00
725	1	LS	Hangers and Supports for Electrical Systems	For: Four thousand dollars, zero cents	4,000.00	4,000.00
726	1	LS	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	For: One thousand dollars, zero cents	1,000.00	1,000.00
727	1	LS	Lighting Control Devices	For: Seven thousand five hundred dollars zero cents	7,500.00	7,500.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H90059-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
728	1	LS	Enclosed Switches and Circuit Breakers	For: Three thousand four hunded dollars, zero cents	3,400.00	3,400.00
729	1	LS	LED Exterior Lighting	For: ninety six thousand, five hundred dollars, zero cents	96,500.00	96,500.00
730	50	SF	Replace Granite Block Facing	For: Two hundred dollars zero cents	200.00	10,000.00
731	760	LF	Painting of Fire Sprinkler Piping	For: fifteen dollars no cents	15.00	11,400.00
732	60	LF	Remove, Store and Reset Existing Handrail	For: Sixty dollars, no cents	60.00	3,600.00
733	723	SY	Overlay Conrete, Class DP	For: One hundred and five dollars, no cents	105.00	75,915.00
744*	1	LS	Force Account Work	For: fifty dollars, no zero	$50,000.00	50,000.00

*Force Bid

Total Bid in Numbers $ 6,272,459.00

Total Amount in Words Six million, two hundred seventy two thousand, four hundred fifty-nine dollars and zero cents

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 10 years.

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 22 years

   b. as a Subcontractor 22 years.

3. List below the construction projects your firm has under way as of this date: ⊗ See attached

	Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
1)	[redacted]	Roadway Reconstruction	<10%	NCDPW - Quaker Meeting House Rd Project # T.62801-016 1194 Prospect Ave. Westbury, NY 11590
2)	[redacted]	Road construction + fencing.	50%	Town of Brookhaven, 1 Independence Hill, Farmingville, NY 11738
3)	[redacted]	Drainage project	0%	Village of Floral Park One Floral Blvd, Floral Park NY 11002

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer

⊗ See attached sheet

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

   a. that failed to complete a construction contract? NO
   If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

   b. that has ever been defaulted on a contract? NO
   If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

   c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
   If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

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d. that has ever been barred from bidding municipal or public contracts? NO

If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO

If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State. NO violations of Prevailing wage or Supplemental payment Requirement by DOL of NYS.

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

USDOL audit resulted in consent judgement of settlement which was fully satisfied → regarding. over time wages + travel time pay. audit period 2016-2019.

NYSDOL audit resulted in consent judgment of settlement - which is paid up according to payment agreement - re - overtime pay + travel wages - audit period 2016-2021.

10. In what other lines of business are you financially interested?

~~[illegible]~~

Bhuiyi Logistics corp - Trucking hauling company

Melo Holding LLC - office Rented space.

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11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
manuel macedo	owner President	25 years.	Involved in all phases of Business	Full capacity

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See attached.			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

No.

(use additional blank sheets if additional space is necessary)

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14. In what manner have you inspected this proposed work? Explain in detail.

Reviewed plans & specifications,
onsite visit | observe + noted existing conditions, etc.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

- Plan Layout
  - Utility Markout - Coordination.
  - ~~Drainage install~~/ Demolition
  - Drainage install
  - Concrete work.
  - Brick work.
  - Repairs.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Manuel Macedo, owner.

- See attached

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
GL	Berkley	1/2M	7/1/25-7/1/26
Umbrella	Transvers.	5M	7/1/25-7/1/26
WC	NYSIF	1M-.	7/1/25-7/1/26
Auto	Riverport	1M	7/1/25-7/1/26

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18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

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NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

manuel macedo Being duly sworn, deposes and says: That he resides at [redacted] Street, in the City of [redacted] that he is the president of Macedo contracting services Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
this 2 day of February, 20 26

SANDRA PIMENTEL
Notary Public, State of New York
No. 01PI6129920
Qualified in Suffolk County
Commission Expires July 5, 20 26

Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

____________________ Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

____________________ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

Notary

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NOTICE OF AWARD

NO TEXT ON THIS PAGE

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and Covered Private Construction Projects in the State of New York, Subject to the Prevailing Wage Requirements of NYS Labor Law Article 8

MACEDO CONTRACTING SERVICES, INC.
DBA: Macedo Construction
685 Station Road
Bellport, New York 11713
Phone Number: 6316981120
Registration Number: 24-64BNF-CR
Date of Issue: 2024-12-13
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of Labor

New York State Department of Labor
Bureau of Public Work & Prevailing Wage Enforcement
State Office Campus, Building 12, Room 130
Albany, NY 12226

WE ARE YOUR DOL
NEW YORK STATE | Department of Labor

MACEDO CONTRACTING SERVICES, INC.
PO BOX 64
Ronkonkoma, New York 11779

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

Shaun McCready

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

Macedo Contracting Services Inc
Attached sheet page 1 of 3

Bid: County of Nassau Department of Public works:
Supreme Court Loading Dock Rehabilitation

Contract No: H90059-01G
Bid date: February3, 2026

CONTRACTOR QUALIFICATIONS STATEMENT:

#3 List below the construction projects your firm has underway as of this date:

A) Nassau County DPW: Quaker Meeting House rd. Roundabout
Contract amount [redacted]
Percentage complete <10%%

B) Village of Floral Park: 2024 Recharge Basin and Drainage Improvements Program
Contract amount [redacted]
Percentage complete 0%

C) Town of Brookhaven: Calabro Airport security Access Road And fence
Contract amount [redacted]
Percentage complete: 70%

D) Town of Oyster Bay: Highway Improvements to the Parkway Drive Area Phase 1 Contract amount: [redacted]
Percentage complete 95%

#4 List the projects which your firm as a firm performed in the past few years which you feel will qualify you for this work:

A) Nassau County DPW: Parking Field #14 and South rd improvements
Contract amount [redacted]
Full site renovation, drainage, asphalt, concrete, plantings, signs, fencing
Completed December 2025

B) Town of Brookhaven: Storm Water improvements to ST George Drive area
Owner: Town Of Brookhaven
Drainage installation, recharge basin, and paving, and landscape
Nelson & Pope
Contract [redacted]
Completed October 2025

C) Town of Hempstead: PW 16-24
Owner: Town of Hempstead
Drainage , excavation, concrete, asphalt
ZIE Engineering
Contract: [redacted]
Completed: October 2025

D) Terryville Fire District Station 2- Phase 1 Sitework
Class work: Site work, excavation, drainage
Completed December 2025

E) Garden City UFSD concrete slab replacement:
Class of work: excavation, concrete
Completed august 2025

F) Town of East Hampton: Cantwell Court Road & Drainage project
Owner Town of East Hampton 159 Pantigo Rd
East Hampton, NY 11937
Heavy& highway/road work and drainage
DB Bennet PC
Contract amount: [redacted]
Class of work: asphalt, concrete, drainage, land clearing
Completed December 2025

G) Town of Oyster Bay: Hicks Avenue Phase 3
Owner Town of Oyster Bay 74 Audrey Ave, Oyster Bay
Roadway improvements, drainage, concrete
Milling & paving
LKMA Engineering
Contract amount: [redacted]

H) Village of Hempstead 2024 Roadway Improvements
Roadway improvements, curb/gutter, sidewalk, drainage, milling and paving
H2M engineering
Contract amount: [redacted]

I) Town of Brookhaven: Hilltop Drive Improvements.
Asphalt, drainage, landscape
LMKA engineering
Contract amount [redacted]

J) Town of Hempstead: PW 27-23
Owner Town of Hempstead, 1 Washington St,
Hempstead, NY 11550
Heavy& highway/road work.
Cashin Associates PC
Contract amount: [redacted]
Class of work: asphalt, concrete
Date completed: June 2024

K) Town of Oyster Bay: PW 028-24
Owner Town of Oyster bay 74 Audrey Ave, Oyster Bay
Roadway improvements
Cameron Engineering
Contract Amount: [redacted]
Class of work: Paving, concrete, etc..
Date completed: July 2024

L) Town of Hempstead: PW 58-21
Owner Town of Hempstead, 1 Washington St,
Hempstead, NY 11550
NV5 Engineering PC

Heavy& highway/road work
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete, recharging basin, trenching, soil removals
Date complete: June 2023

M) Town of Hempstead: PW 35-22
Owner Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Debruin Engineering PC
Heavy& highway/road work, Culvert, drainage construction
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete, trenching, culvert and drainage installation
Date complete: December 2023

N) Village of Mineola 2021 Roadway Improvements
Owner: Village of Mineola, 155 Washington st, Mineola, NY 11501
D&B Engineers and Architects
Heavy& highway/road work
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: June 2022

O) Village of Mineola 2022 Roadway Improvements
Owner: Village of Mineola, 155 Washington st, Mineola, NY 11501
D&B Engineers and Architects
Heavy& highway/road work
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: December 2022

P) Project: Oakland Court Stormwater Drainage Improvements
Owner: Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work
NV5 engineering
Contract Amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: May 2022

Q) Project: Town of Hempstead PW 08-21
Owner: Town of Hempstead
Engineer: ZI Engineering
Class of work: remove asphalt, sidewalk, curb and install new asphalt roadways and sidewalk and curbs.
Location of work: various streets
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Date complete: October 2021

R) Project: GOSR Island Park Downtown Revitalization & Complete Streets
Owner: County of Nassau Office of Public Works, 1194 Prospect Ave, Westbury, NY 11590
The Liro Group
Heavy& highway/road work
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Completed: July 2022

S) Project: 2021 recon./repl Stormwater catch basins on various streets HEMV Bid #3 & Second YEAR Term, 22-23 HEMV#& Same scope& third year awarded and completed
Owner: Village of Hempstead, 99 James A Garner way, Hempstead, NY 11550
Heavy& highway/road work
Village of Hempstead Engineering
Contract amount [redacted]
Class of work: Concrete, drainage, asphalt
Completed: September 2022 &20223 & 2024

T) Project: Landfill Transfer station slab repair
Owner: Town of Brookhaven, 1 Independence Hill Farmingville, NY
Concrete repair
LKMA engineering
Contract amount [redacted]
Class of work: Concrete
Completed: December 2023

U) Project: 2023 Park Lane Drainage upgrades
Owner: Village of Rockville Centre
Site improvements drainage
Village Of Rockville Centre engineering
Contract amount [redacted]
Class of work: drainage, concrete
Completed: July 2023

V) Town of Hempstead: PW 24-23
Owner Town of Hempstead, 1 Washington St, Hempstead, NY 11550
Heavy& highway/road work. Drainage installation
D&B Engineers and Architects
Contract amount: [redacted]
Class of work: Drainage, asphalt, concrete
Completed: May 2024

W) City of Long Beach, One west Chester St Long Beach, NY
Contract amount [redacted]
Class of work: Sewer replacement, asphalt
Completed: April 2024

#11 Construction experience of principal individuals:

A) Manuel Macedo – president/ owner. 23 years' experience in construction, self-employed for last 19 years. Specializing in all phases of concrete, asphalt, drainage, and masonry work. He supervised and monitors all major projects at full capacity.

B) Kevin Degore- 25+ years' experience in road work, streetscape, asphalt, drainage. Current position- major municipality work supervisor at full capacity.

#15 List below equipment that you own that is available for the proposed work, giving present location where it may be inspected.

1.Item: Case CX
Description, year, size: excavator 2018
Condition: good condition
Years in service: 7
Present location: 685 Station Rd Bellport,
2. Item: Hyndai
Description, year, size: excavator 2019
Condition: good condition
Years in service: 6
Present location: 685 Station Rd Bellport
3. Item: CAT paver
Description, year, size: roller, CB 34 paver
Condition: good condition
Years in service: 5
Present location: 685 Station Rd Bellport
4. Item: Leeboy paver
Description, year, size: paver 2022
Condition: good condition
Years in service: 2
Present location: 685 Station Rd Bellport
5. Item: Dynapc roller
Description, year, size: roller 2022
Condition: good condition
Years in service: 2
Present location: 685 Station Rd Bellport
6. Item:Kenworth
Description, year, size: roll off truck 2016
7. Much more completely owned equipment and trucks, too much to list. Can provide if lowest bidder.

Manuel C. Macedo

[redacted]

Phone: (516) 852-4593 **E-mail: macedomanuel14@gmail.com**

Professional Goal:

Continue to leverage my 25+ years of experience in the road construction industry to guide projects from inception to completion

Employment Skills & History:

Macedo Contracting Services Inc. 2004-Present
(former company name Macedo Construction Corp)

- Owner and full-on executive and on-site supervisor for successful Roadway reconstruction, concrete, asphalt, drainage, foundation work, concrete site work, landscape and more.
- Estimate/bid projects, read blue prints, take-offs
- Proven ability to complete municipal/site-work with jobs ranging between $1M - $7M on-time and under budget
- Ability to maximize daily production by motivating crews and building a strong network of relationships with townships, engineers and industry professionals (i.e. Town of Hempstead, Town of Brookhaven, Nassau DPW, Liro Group, Cameron Engineering, D&B etc.)
- Independent, creative problem solver, focusing on efficient use of resources with strict adherence to safety protocols
- Proven ability to troubleshoot and negotiate creative solutions between contractors and townships/Engineering team/ owners representative

Significant Accomplishments:

-NCDPW: Parking Field #14 & South Rd Improvements- Full site renovation, drainage, asphalt, concrete, plantings, signs, fencing . Completed December 2025. Project Amount [redacted]
- Village of Hempstead 2024 Roadway Improvements- Roadway improvements, curb/gutter, sidewalk, drainage, milling and paving. H2M engineering. Project Amoun[redacted]. Completed over Million dollars under budget.
- Town of Hempstead: PW 35-22 Culvert and Drainage and Roadway Improvements to Washington Ave Area, North Bellmore. Heavy& highway/road work, Culvert, drainage construction. Project amount:[redacted]complete dunder budget. [redacted]

Professional Associations:

Member of Local 138 Operating Engineers
30+Hour OSHA Certification
Class "A" CDL Drivers License

References Available Upon Request

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

manuel macedo, President 2/2/2024
Name and Title of Authorized Representative m/d/yy

2/2/24
Signature Date

macedo Contracting Services Inc.
Name of Organization

685 Station Rd Bellport NY 11713
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: Macedo Contracting Services Inc.

Address (street/city/state/zip code): 685 Station Road, Bellport, NY 11713

Authorized Representative (name/title): Manuel Macedo, President

Authorized Signature:

Contract Number: H90059-01G

Contract/Project Name: County of Nassau-Supreme Court Loading Dock Rehabilitation

Contract/Project Description: Supreme Court Loading Dock Rehabilitation.-Rehabilitate Brickface, supply new waterproofing, drainage, concrete and pavement and Landscaping.

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	6,272,409.00		
Total MBE Dollar Amount	95,000.00	MBE Contract Percentage	1.5%
Total WBE Dollar Amount	85,000.00	WBE Contract Percentage	1.36%
Total SDVOB Dollar Amount	0	SDVOB Contract Percentage	0%
Total Combined M/WBE/SDVOB Dollar Amount	180,000.00	Combined M/WBE/SDVOB Contract Percentage	2.87%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Liavir construction Corp. (Trucking) Address: 87-40 Elmhurst Ave. City: Queens. State/Zip Code: NY. 11373 Authorized Representative: LuisVianw Telephone No. 347-567-8276		Amount ($): 95,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Ponderosa Fence Enterprises. Address: 110 Stewart Ave. City: Hicksville NY 11801 State/Zip Code: Authorized Representative: Mike Telephone No. 516-433-9471	Supply + Install Fence	Amount ($): 10,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Concrete by Design Ltd. Address: 68 Horseblock Rd. City: Centereach NY 11720 State/Zip Code: Authorized Representative: Paula Simoes Telephone No. 631-981-1036	Concrete imprinting Rental, materials	Amount ($): 5,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: HSP Equipment Rental Address: 15-11 130 St College Pt. City: College Point, NY 11354 State/Zip Code: Authorized Representative: Telephone No. 718-358-4040	Equipment Rental	Amount ($): 10,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Holbrook Pipe supply Inc. Address: 790 Grundy Ave. City: Holbrook NY 11741. State/Zip Code: Authorized Representative: Telephone No. 631-588-6880	Drainage, pipe material.	Amount ($): 10,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: GTS Builders Supply Address: 4701 Veterans Memorial Hwy. City: Holbrook State/Zip Code: NY 11741 Authorized Representative: Stephen. Telephone No. 631-585-7171	masonry materials	Amount ($): 50,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.	unable to utilize	Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Certified: --

E-96-26

FILED BY THE NASSSAU COUNTY CLERK OF
THE LEGISLATURE AUGUST 27, 2026
11:37 PM

NIFS ID: CLAT26000021

Capital:

Contract ID #: **CQAT23000041**

NIFS Entry Date: **06/09/2026**

Department: County Attorney

Service: **special counsel (Workers' Comp Board)**

Term: **October 1, 2023 to September 30, 2028**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Vecchione, Vecchione & Cano LLP**	ID#:**113242561**
Main Address: **147 Herricks Road** **Garden City Park, NY 11040**	
Main Contact: **Michael Vecchione**	
Main Phone: **(516) 741-7575**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street** **Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is an amendment (1) with the firm Vecchione, Vecchione & Cano, LLP, (formerly known as Vecchione, Vecchione, Connors & Cano, LLP) the firm selected as special counsel to represent the County in legal proceedings mandated by and before the NYS Workers' Compensation Board.

Procurement History: The contract was entered into after a written RFP was issued on May 15, 2023, for law firms specializing in workers' compensation law. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and by publication on the County's bid board. Proposals were due on June 7, 2023. Two (2) proposals were received. The proposals were ranked and scored by an evaluation committee. The committee selected the highest-ranking proposer, which was Vecchione, Vecchione & Cano, LLP, (formerly known as Vecchione, Vecchione, Connors & Cano, LLP).

Description of General Provisions: The services ("Services") to be provided by Counsel under this Agreement shall consist of representing Nassau County at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board.

Impact on Funding / Price Analysis: The term shall be extended for two (2) additional one (1) year periods. Each year shall have a maximum amount of $210,000, and also, for each year, an additional maximum amount of $4,000 for disbursements. So, the total maximum amount of $617,000 shall be increased by $428,000, for a new total maximum amount of $1,045,000.

There will be no partial encumbrance at this time.

Change in Contract from Prior Procurement: The Original Term shall be amended to extend the term by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be September 30, 2028, unless sooner terminated.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 08/01/2024

Original procurement method: RFP issued May 15, 2023.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	05	$0.01
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.01
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Mary Nori	06/26/2026 01:13PM	Approved
NIFS Final Approval	Mary Nori	06/26/2026 01:13PM	Approved
Final Approval	Mary Nori	07/07/2026 10:36AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/07/2026 03:36PM	Approved
RE & Insurance Verification	Shannon Molloy	07/14/2026 04:00PM	Approved
NIFS Approval	Mary Nori	07/16/2026 11:40AM	Approved
Final Approval	Mary Nori	07/16/2026 11:40AM	Approved
OMB			
NIFS Approval	Raquel Rosen	07/07/2026 11:09AM	Approved
NIFA Approval	Irfan Qureshi	07/13/2026 12:41PM	Approved
Final Approval	Irfan Qureshi	07/13/2026 12:41PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/16/2026 11:57AM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:40PM	Approved
Vertical DCE Approval	Arthur Walsh	08/26/2026 07:20PM	Approved
Final Approval	Arthur Walsh	08/26/2026 07:20PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/27/2026 11:11AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO.   – 2026

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 ATTORNEY'S OFFICE AND VECCHIONE, VECCHIONE & CANO LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Vecchione, Vecchione & Cano LLP, to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an amendment to the agreement with Vecchione, Vecchione & Cano LLP.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), 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) **Vecchione, Vecchione & Cano, LLP**, formerly known as **Vecchione, Vecchione, Connors & Cano, LLP**, with an office located at 147 Herricks Road, Garden City Park, New 11040 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT23000041 between the County and Counsel, executed on behalf of the County on August 1, 2024 (the "Original Agreement"), Counsel represents the County at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from October 1, 2023, until September 30, 2026, provided that the County may renew under the same terms and conditions for two (2) additional one (1) year periods, for a possible term of five (5) years, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full consideration for the Services, was Six Hundred Seventeen Thousand Dollars ($617,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Original Term by exercising the two (2) available one (1) year renewal periods and increase the Maximum Amount of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be amended to extend the term by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be September 30, 2028, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Amended Term").

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Four Hundred Twenty-Eight Thousand Dollars ($428,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be One Million Forty-Five Thousand Dollars ($1,045,000.00) (the "Amended Maximum Amount").

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 there will be no initial encumbrance. 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.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

VECCHIONE, VECCHIONE & CANO, LLP

By: Michael Vecchione

Name: Michael F. Vecchione, Esq

Title: Managing Partner

Date: June 2, 2026

NASSAU COUNTY

By:

Name: Thomas A Adams

Title: County Attorney

Date: June 5, 2026

NASSAU COUNTY

By:

Name:

Title: County Executive
☐ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 2nd day of June in the year 2026 before me personally came Michael F. Vecchione, Esq 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 Managing Partner of Vecchione, Vecchione and Cano, 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.

____
NOTARY PUBLIC

RONALD BALTER
Notary Public, State of New York
No. 02BA6254292
Qualified in Kings County
Commission Expires January 17, ~~[illegible]~~ 2024

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5th day of June in the year 2026 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

____
NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of ________________ in the year 20__ before me personally came ________________________ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ________________; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

____
NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Vecchione, Vecchione & Cano LLP

2. Amount requiring NIFA approval: $428,000.00

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to October 1, 2023 to September 30, 2028

Has work or services on this contract commenced? Yes

If yes, please explain: This is an amendment to an existing contract.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
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:

This is an amendment (#1) with the firm Vecchione, Vecchione & Cano, LLP, (formerly known as Vecchione, Vecchione, Connors & Cano, LLP) the firm selected as special counsel to represent the County in legal proceedings mandated by and before the NYS Workers' Compensation Board.

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

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 07/13/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [X] NO [ ] If yes, to what campaign committee?

2016 Friends of Mangano $2,500
2017 Citizens for Nicolello $500
2018 Curran for Nassau $1,000
2019 Citizens for Nicolello $500
2019 Curran for Nassau $1,000
2019 Jack Schnirman for Nassau $350.00
2020 Curran $1,000
2020 Citizens for Nicolello $500
2020 Jack Schnirman $250
2021 Citizens for Nicolello $250.00
2021 Curran for Nassau $1,500.00
2021 Curran for Nassau $1,000.00
2021 Citizens for Nicolello $125.00
2022 Nassau County Republican Committee $175.00
2022 Blakeman 2021 (Inauguration) $1,000.00
2022 Blakeman for Nassau $1,000.00
2023 Nicolello $250
2023 Blakeman $2,250
2024 Blakeman for Nassau $3,000
2024 Blakeman for Nassau $1,000
2025 Blakeman for Nassau $2,750
No additional donations from 5/15/2025 -12/31/2025
2026 Blakeman for New York $4,000

Electronically signed and certified at the date and time indicated by:
Michael F. Vecchione, Esq [MVECCHIONE@VECCHIONELAW.COM]

Dated: 06/04/2026 12:47:15 pm

Vendor: Vecchione, Vecchione & Cano, LLP

Title: Managing Partner

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 F. Vecchione, Esq
Date of birth: [redacted]
[redacted] [redacted]
[redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted]
Country: US

Business Address: 147 Herricks Road
City: Garden City Park State/Province/ Territory: NY Zip/Postal Code: 11040
Country US
Telephone: (516) 741-7575

Other present address(es): 269 Hillside Ave
City: Williston Park State/Province/ Territory: NY Zip/Postal Code: 11596
Country: US
Telephone: 516 741-7575

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	01/15/1985
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Maintains the largest percentage of equity compared to the other equity partner 80% - is the Managing Partner

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

The businesses are: 147 Herrick Reality, LLC is a real estate holding company for 147 Herricks Road Garden City Park, NY 11040 in which the main office of the Law Firm of Vecchione, Vecchione & Cano, LLC is located.
269 Hillside Reality, LLC is a real estate holding company that covers the addresses of 263 through 271 Hillside Ave Williston Park, 11596 which is back office of law firm-Vecchione, Vecchione & Cano, LLC & 3 rental properties

I do not own any not-for-profit organizations nor am I an officer of any not-for-profit organization.

These LLC's hold real estate ownership only. The above properties were created to hold the titles of the two offices the firm occupies and the 3 rentals. They are so closely related to the firm that they hold title to the properties the firm occupies. Both are passive entities and not active businesses.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such

business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Michael F. Vecchione, Esq , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Vecchione, Vecchione & Cano, LLP

Name of submitting business

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

Michael F. Vecchione, Esq MVECCHIONE@VECCHIONELAW.COM

Managing Partner

Title

06/04/2026 11:36:36 am

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: 06/08/2026

1) Proposer's Legal Name: Vecchione, Vecchione & Cano, LLP

2) Address of Place of Business: 147 Herricks Road

City: Garden City Park State/Province/Territory: NY Zip/Postal Code: 11040

Country: US

Address: 269 Hillside Avenue

City: Williston Park State/Province/Territory: NY Zip/Postal Code: 11596

Country: US

Start Date: End Date:

3) Mailing Address (if different):

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

Country:

Phone: (516) 741-7575

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

4) Dun and Bradstreet number: 861496446

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Limited Liability Partnership

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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

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

No conflict exists

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

No conflict exists

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

(1) Each time our firm receives a new matter we:
    (a) Have either the Firm's Managing Partner or Equity Partner review it to make certain that there is no

conflict.
(b) The matter is searched in our database to confirm that there is no conflict of interest & a conflict of interest query is run.
(2) When our firm interviews potential new employees we question them as to whether there could be a potential conflict of interest

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

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/15/1985

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

Michael F. Vecchione, Managing Partner, Office: 147 Herricks Road, Garden City Park, NY 11040, Home: 29 Post Ave East Williston NY 11596
Gina Cano, Equity Partner, Office: 147 Herricks Road Garden City Park, NY 11040 Home: 20 Pineridge Road Old Brookville, NY 11548

2 File(s) uploaded: VVCC Partners updated 10 2024 (4).docx, VVCC Partners updated 10 2024 (4).docx

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

Michael F. Vecchione, Managing Partner, Office: 147 Herricks Road, Garden City Park, NY 11040, Home: 29 Post Ave East Williston NY 11596
Gina Cano, Equity Partner, Office: 147 Herricks Road Garden City Park, NY 11040 Home: 20 Pineridge Road Old Brookville, NY 11548

1 File(s) uploaded: VVCC Partners updated 10 2024 (4).docx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

85

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

See Attached

1 File(s) uploaded: A viii Law Firm Accomplishments prior submitted accomplishments (2).docx

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

B. Indicate number of years in business.

41

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

See Attached 1) Prior Related Experience
2) Prior Experience with Public Sector Clients
3) Additional information regarding Firm handling Legal Defense for Workers' Compensation

3 File(s) uploaded: Additional Firm Accomplishments - Current.docx, Prior Experience with Public Sector Clients.xlsx, Prior Related History (1).docx

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: Travelers Insurance Company
Contact Person: Helaine Aledort
Address: P. O. Box 8924/3 Huntington Quadrangle So
City: Melville
State/Province/Territory: NY
Country: US
Telephone: (631) 577-7350
Fax #: (866) 889-8376
E-Mail Address: haledort@travelers.com

Company: St. John's Episcopal Hospital
Contact Person: Hector Santiago
Address: 377 Oak Street Suite 300
City: Garden City
State/Province/Territory: NY
Country: US
Telephone: (718) 869-8549
Fax #: (718) 869-7792
E-Mail Address: hsantiago@ehs.org

Company: Healthcare Risk Advisors, The Doctors Company
Contact Person: Melessia Bailey
Address: 111 West 33rd Street 8th Fl
City: New York
State/Province/Territory: NY
Country: US
Telephone: (212) 891-0808
Fax #: (315) 266-4109
E-Mail Address: mbailey@tdchra.com

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

I, Michael F. Vecchione, Esq , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Name of submitting business: Vecchione, Vecchione & Cano LLP

Electronically signed and certified at the date and time indicated by:
Michael F. Vecchione, Esq MVECCHIONE@VECCHIONELAW.COM

Managing Partner
Title

06/08/2026
Date

vii) Summary of relevant accomplishments

Matter of Rocio Zamora v. New York Neurological Associates, WCB No. 20301683. Client Travelers Insurance Company. Responsible Partner – Michael F. Vecchione, Managing Partner. Jurisdiction NYS Workers' Compensation. Opposing counsel – Grey & Grey Esquires. This is a landmark case that comes along once in a generation and our firm succeeded in it. It probably has more impact on New York State Workers' Compensation than any other case decided in the last twenty years. The claim was appealed out of the Workers' Compensation Board to the Appellate Division, 3rd Dept. and finally to the Court of Appeals, the highest court in the State of New York. Our firm successfully argued that a partially disabled worker must look for work within their physical abilities and stay attached to the labor market or they are not entitled to Workers' Compensation benefits. The Court agreed and now every partially disabled worker in the State must look for work and stay attached to the labor market. This case alone has saved the employers and carriers of New York State millions if not billions of dollars. Disposition Year – 2012.

Case No. 2. Matter of Allen Napolitano, WCB No. G1441023. Client – AIG. Responsible Partner – Steven F. Connors. Jurisdiction – Garden City, New York. Opposing counsel – Stewart, Greenblatt et al, Esquires. The New York Convention Center an AIG client approached our firm to ascertain if the issue of general/special employment could be raised in a certain class of their cases. Their prior firm alleged this issue could not succeed, thereby leaving the New York Convention Center liable for millions of dollars in compensation claims. Our firm disagreed and we successfully raised, developed and succeeded on this issue. The significance of this case is it allows the New York Convention Center an AIG client to avoid liability in a significant amount of Workers' Compensation claims brought against them. Our firm had the insight and courage the prior firm lacked and succeeded in this case. We thought out of the box and obtained the necessary finding in the case. Disposition year 2016.

vii) Summary of relevant accomplishments

Case No. 3. - Edward Marshall v. Image Tech - WCB No. G0129831. Client – Amtrust Insurance Co. Responsible Partner – Gina Cano, Esq. Jurisdiction – Queens, Workers' Compensation Board. Opposing Counsel – Pyrros & Serres, LLP. Disposition Year - 2014. This case established that fraud can be proved by demonstrating the injured worker performing activities outside of the restrictions placed on him by his doctor. Doing this led to a finding that the claimant violated Section 14-a (fraud) and for this reason all indemnity benefits were disallowed. This case helped expand the definition of fraud and reinforced that fraud is not limited to finding an injured worker working while he alleges to be disabled.

Case No. 4. – James Leung v. Chemrx. Client – Travelers Insurance Co. Responsible Partner – Gina Cano, Esq. Jurisdiction – Queens, Workers' Compensation Board. Opposing Counsel – Fusco, Brandenstein et al, Esquires. Jurisdiction Year – 2016. The injured worker filed a C-3 noting that he felt lightheaded and overwhelmed about the amount of stress he incurred at work and this led to his stroke. Since the stroke occurred at work, the injured worker had the advantage of the presumption set forth in Section 21 of the Workers' Compensation law. Working with our client, we obtained an expert beyond the usual IME to opine the stress was not related to work. After aggressive development of the record, we were able to overcome the presumption set forth in Section 21 and have the claim disallowed. Our aggressive handling of the claim saved the client an extensive amount of money and avoided a possible death claim. While the odds of winning were great our firm did not shy away from the case and succeeded. The significance of the case is that the presumption set forth in Section 21 can be overcome and our firm does not shy away from cases where the odds are stacked against us when we know we can develop a good record and succeed.

Employer: County of Nassau
WCB No.: G3223146 (May 24, 2023)
This was a controverted claim for Covid-19 filed on behalf of a police service aide. After litigation, the Law Judge established the claim for Covid-19. An appeal was filed to the Workers' Compensation Board. In the appeal, it was pointed out that the claimant failed to describe any prevalence of Covid-19 in his workplace. The claimant's only description of where he worked was that it was a large area with lots of people. The claimant did not work in a healthcare facility, and he did not describe Covid running rampant through his coworkers. It was also pointed out before the Law Judge that the claimant did not testify to exposure to somebody at work who did have Covid. On appeal, the Board Panel reversed the Law Judge and disallowed the claim. The claim was disallowed because the claimant failed to show either that Covid was prevalent in his work location nor did the claimant describe an exposure to a person with Covid at work. It was also brought out that the claimant and his wife had traveled to Florida for slightly over one week where he attended a concert and ate out a number of times. When the Board Panel reviewed all these facts, they felt the claimant had failed to present proof that his exposure to Covid-19 was at such a level of elevated risk as to constitute an extraordinary event and, therefore, the claim was disallowed.

Case No. 2. Patalan v PAL Environmental, 202 AD3d 1252 (2022)
The claimant brought a claim for an occupational disease for injuries to his back, both knees, both wrists and his left foot. The claimant alleged that he was suffering from repetitive use and strain based upon heavy lifting, carrying, pushing, kneeling, and working in an awkward position as an asbestos handler. When medical testimony was taken in this claim, we were able to show that the claimant's physician knew very little about what the claimant actually did at work. All the doctor knew was that he was an asbestos handler for 27 years with repetitive work using both hands, heavy equipment with frequent squatting and kneeling. The doctor diagnosed bilateral wrist strains, a knee strain, a left ankle strain and a lumbar spine strain. At the end of litigation, the Law Judge disallowed the claim. On appeal to a Board Panel, the Law Judge was affirmed as the Board Panel stated that the medical report and testimony from the claimant's physician was insufficient to support the establishment of an occupational disease claim as the doctor failed to have the requisite understanding of the claimant's actual job duties. The claimant then appealed this decision to the Appellate Division which affirmed the Workers' Compensation Board. When affirmed by the Workers' Compensation Board, the Appellate Division set forth a standard that all claimants in the future must comply with in order to have an occupational disease claim established. The Appellate Division held that when the doctor has only the most generalized sense of the claimant's job duties that it is insufficient to establish a claim for an occupational disease. When a doctor "only generically refers to repetitive activities of lifting, carrying and removing asbestos without specifically outlining the knowledge in the time spent or the particular duties performed, the report is insufficient to establish the claim." There was an IME report in this case as well. The IME also found causal relationship but had the same lack of specific knowledge as to the claimant's job duties and, therefore, despite a concession of causal relationship by the IME, the claim is still not compensable.

Case No. 3. Liu v Division of General Internal Medicine, Mount Sinai School of Medicine, 186 AD3d 1770 (2020)
In this case, a timely Notice of Controversy was not filed. Despite that, we were able to overcome the lack of a timely Notice of Controversy and have the claim disallowed. Even if there is a failure to timely controvert a claim, the claimant still has an obligation to prove two things. One is notice to the employer of the claim, and the other is causal relationship. In this case, the claimant's doctors indicated that she had neck, head, and wrist injuries from a fall at work in 2008. The doctors gave that opinion based upon receiving a history from the claimant that she struck her head on a wall and her wrist on a chair when she fell and lost consciousness.

Prior Experience with Public Sector Clients

In terms of our experience with public sector clients, we would like to reiterate that we have represented the interest of Nassau County at the Workers' Compensation Board for twenty-eight years. We have also represented the interests of Suffolk County in the past. Additionally, we represent the interests of many school districts and municipalities [see below]. The Firm also handles State-Wide clients [see below]

School Districts and Municipities:

- BALDWIN UNION FREE SCHOOL DISTRICT
- BAYPORT-BLUE POINT SCHOOL DISTRICT
- BEACON CITY SCHOOL DISTRICT
- BELLMORE-MERRICK CENTRAL HIGH SCHOOL DISTRICT
- BETHPAGE UNION FREE SCHOOL DISTRICT
- GREAT NECK PARK DISTRICT
- DUTCHESS COUNTY BOCES
- BRENTWOOD UNION FREE SCHOOL DISTRICT
- BYRAM HILLS CENTRAL SCHOOL DISTRICT
- CARLE PLACE UNION FREE SCHOOL DISTRICT
- CITY SCHOOL DISTRICT OF NEW ROCHELLE
- CITY SCHOOL DISTRICT OF WHITE PLAINS
- COMMACK UNION FREE SCHOOL DISTRICT
- EAST FARMINGDALE VOLUNTEER FIRE COMPANY
- EAST RAMAPO CENTRAL SCHOOL DISTRICT
- EAST ROCKAWAY SCHOOL DISTRICT
- ELMONT UNION FREE SCHOOL DISTRICT
- ELWOOD UNION FREE SCHOOL DISTRICT
- FLORAL PARK-BELLEROSE UNION FREE SCHOOL DISTRICT
- GARDEN CITY POLICE DEPT
- GLEN COVE CITY SCHOOL DISTRICT
- GREAT NECK SCHOOL DISTRICT
- HALDANE CENTRAL SCHOOL DISTRICT
- HALF HALLOW HILLS CENTRAL SCHOOL DISTRICT
- HEMPSTEAD UNION FREE SCHOOL DISTRICT
- HICKSVILLE UNION FREE SCHOOL DISTRICT
- GARDEN CITY PUBLIC SCHOOLS
- ISLAND PARK UNION FREE SCHOOL DISTRICT
- JERICHO UNION FREE SCHOOL DISTRICT
- KATONAH-LEWISBORO SCHOOLS
- LEVITTOWN PUBLIC SCHOOLS
- MALVERNE UNION FREE SCHOOL DISTRICT
- MANHASSET PARK DISTRICT
- MERRICK UNION FREE SCHOOL DISTRICT
- MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT
- NEW HYDE PARK-GARDEN CITY PARK UNION FREE SCHOOL DISTRICT
- NEW ROCHELLE CITY SCHOOL DISTRICT
- NORTH BELLMORE UNION FREE SCHOOL DISTRICT
- NORTH HEMPSTEAD HIGHWAY DEPARTMENT
- NORTH ROCKLAND CENTRAL SCHOOL DISTRICT
- NORTH SALEM CENTRAL SCHOOL DISTRICT
- NY MUNICIPAL WC ALLIANCE
- NYACK UNION FREE SCHOOL DISTRICT
- OCEANSIDE UNION FREE SCHOOL DISTRICT
- PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT
- PELHAM UNION FREE SCHOOL DISTRICT
- PLAINVIEW-OLD BETHPAGE CENTRAL SCHOOL DISTRICT
- POUGHKEEPSIE CITY SCHOOL DISTRICT
- ROCKVILLE CENTRE UNION FREE SCHOOL DISTRICT
- ROSLYN UNION FREE SCHOOL DISTRICT
- SAYVILLE UNION FREE SCHOOL DISTRICT
- SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT
- SMITHTOWN HIGHWAY DEPARTMENT
- SOUTHAMPTON HIGHWAY DEPARTMENT
- SOUTHERN WESTCHESTER BOCES
- SOUTHOLD TOWN POLICE DEPARTMENT
- TOWN OF BABYLON
- TOWN OF BABYLON SENIOR CITIZENS
- TOWN OF GREENBURGH
- TOWN OF HEMPSTEAD
- TOWN OF NORT HEMPSTEAD
- TOWN OF SMITHTOWN
- VALLEY STREAM UNION FREE SCHOOL DISTRICT
- VILLAGE OF GARDEN CITY
- VILLAGE OF GREAT NECK
- VILLAGE OF MALVERNE
- VILLAGE OF VALLEY STREAM
- VILLAGE OF WESTBURY
- WANTAGH UNION FREE SCHOOL DISTRICT
- WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT
- WEST ISLIP UNION FREE SCHOOL DISTRICT

State-Wide Clients:

- NYSIF - NEW YORK STATE INSURANCE FUND
- NEW YORK PORT AUTHORITY-NY/NJ
- JACOB K JAAVITS CONVENTION CENTER
- MTA RISK & MANAGEMENT - for 3 contracts
- NEW YORK SCHOOL CONSTRUCTION AUTHORITY
- SUFFOLK WATER AUTHORITY

PRIOR RELATED EXPERIENCE

The firm of Vecchione, Vecchione, Connors & Cano, LLP has more than six (6) decades of experience in the field of Workers' Compensation defense. The practice was started approximately sixty-two (62) years ago by Francis J. Vecchione. In 1984, Michael F. Vecchione joined his father in the practice and formed Vecchione & Vecchione, LLP. During the year 2000, Steven F. Connors joined the firm, and the firm name was changed to Vecchione, Vecchione & Connors, LLP. In 2005, Gina Cano joined the firm, and in 2016 became a Partner resulting in the firm name being changed to Vecchione, Vecchione, Connors & Cano, LLP.

The firm is currently comprised of twenty-five (25) attorneys, each of whom has been extensively trained in the area of Workers' Compensation defense. Approximately 99% of the firm's practice is devoted to defending the interests of employers, insurance carriers, third party administrators and self-insureds in the Workers' Compensation forum.

We are one of the larger defense firms in the State of New York and one of the premier defense firms, if not the best defense firm, in the State of New York. Our steady growth from one (1) attorney in 1984 to twenty-five (25) attorneys presently evidences the quality of service we provide our clients.

Our firm has represented the interests of Nassau County at the Workers' Compensation Board for twenty-eight (28) years. We also represent the interests of all of the largest insurance carriers in the State of New York, including Travelers, AIG, Liberty Mutual, Zurich Mutual, Zurich American and many others. Some of the third-party administrators that we represent include Gallagher Bassett, Sedgwick Claims Management Services, PMA, Wright Risk Management, ESIS and many others. Some of the employers we represent include Federal Express, Target, Kohl's, Boar's Head, The New York Times, Manhattan Beer Distributors, Turner Construction, Tishman Speyer and many others. The firm also represents the interests of many school districts and municipalities.

The firm's experience defending Workers' Compensation claims in the State of New York is unparalleled. The majority of our attorneys have in excess of fifteen (15) years' experience, and a few have more than thirty (30) years' experience in the Workers' Compensation venue. We have achieved landmark Decisions in the Appellate Division and Court of Appeals, including the Zamora Decision, which established partially disabled workers must mitigate their damages and seek work within their vocational and physical abilities. This Decision alone has saved the employers of New York State an amount of money that cannot be calculated.

The firm's dedication to its clients is also unparalleled. Over the twenty-eight (28) years the firm has represented Nassau County, the firm has never missed one monthly meeting. The firm provides the County with access to their attorneys and staff seven (7) days a week. The firm has met with the County's investigators, attorneys, and the District Attorney's office whenever necessary in order to assist the County in defending their claims. The firm has gone above and beyond the requirements of the Contract with the County and has always done so without hesitation to provide the County with excellent service.

The firm is located approximately one (1) mile from the County's offices. This is a tremendous advantage to the County, as it allows for emergency meetings between the firm's staff and the County's personnel. Many meetings with the County's investigators have been held in the firm's office in order to strategize and plan successful defenses to claims.

The proof of our excellent service to the County is seen in every monthly meeting we attend with the County, wherein we discuss the cases we have won on the County's behalf in the past month. Never does a month pass without our firm obtaining a successful Decision on behalf of the County.

In conclusion, we provide twenty-five (25) attorneys who specialize solely in defending Workers' Compensation claims in the State of New York. We also provide fifty (50) staff members who solely work in the same practice.

Our security system is continuously updated to meet the requirements of our clients. Our security system is reviewed almost yearly by clients such as Travelers Insurance Company and the State Insurance Fund. Our firm utilizes Microsoft two-factor authentication, VPN MFA, Select Device MFA, and every year, our firm has a full penetration test performed. These are only some of the security measures our firm implements to protect the County's data and privileged information.

The firm's attorneys and staff members are very diverse and represent the diverse population of Nassau County and New York State. The majority of our Partners are women and minorities.

Michael F. Vecchione, Managing Partner
[redacted]

Gina M. Cano, Partner
[redacted]

Updated 10/22/2024

COUNTY OF NASSAU

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

1. Name of the Entity: Vecchione, Vecchione, Connors & Cano, LLP

Address: 147 Herricks Road

City: Garden City Park State/Province/Territory: NY Zip/Postal Code: 11040

Country: US

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

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

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

1 File(s) uploaded: VVCC Partners updated 10 2024 (4).docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Michael F. Vecchione, Managing Partner
[redacted]

Gina M. Cano, Partner
[redacted]

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

There are no affiliated or related companies to the Firm.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None."

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Gina Cano, Esq [GCANO@VECCHIONELAW.COM]

Dated: 06/05/2026 01:54:11 pm

Title: Equity Partner

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.

Michael F. Vecchione, Managing Partner
[redacted]

Gina M. Cano, Partner
[redacted]

Updated 10/22/2024

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) **Vecchione, Vecchione, Connors & Cano, LLP**, a limited liability partnership with offices at 147 Herricks Road, Garden City Park, New York 11040 ("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 October 1, 2023, and shall terminate on September 30, 2026, unless sooner terminated in accordance with the provisions of this Agreement, provided that this Agreement may be renewed at the County's sole discretion, under the same terms and conditions, for up to two (2) additional one (1) year periods. Each consecutive twelve-month period, commencing October 1, 2023, shall be a "Contract Year" for the purposes of this Agreement.

2. Services. The services ("Services") to be provided by Counsel under this Agreement shall consist of representing Nassau County at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board ("State Board"). The Services shall include but not be limited to:

(a) Conducting in-depth review and investigation on all submitted files to determine the viability of proposed claims against the Special Fund for Workers Compensation Claims (the "Special Fund");

(b) Timely filing Form C-250 to initiate a claim against the Special Fund for reimbursement on behalf of the County;

(c) Appearing at all pre-trial conferences and advising the County Attorney by written report of the outcome of said conferences;

(d) Representing the County at Special Fund and regular administrative hearings and/or trials before the State Board and advising the County Attorney by written report of the outcome of such hearings and/or trials;

(e) Preparing and forwarding to the County Attorney a concluding report as to the final determination of liability of the Special Fund for each matter for which a Form C-250 has been filed.

(f) Representation shall include appeals of Board decisions to the Board or to the Courts of the State of New York.

3. Payment. (a) Amount of Consideration. (i) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement shall be payable as follows:

(A) **Contract Year One**: Counsel shall be paid a flat fee of Two Hundred Thousand Dollars ($200,000.00), which shall be paid in twelve (12) equal monthly installments. In addition to the flat fee, Counsel shall be reimbursed for the actual cost of disbursements, which shall not exceed a maximum amount of Four Thousand Dollars ($4,000.00).

(B) **Contract Year Two**: Counsel shall be paid a flat fee of Two Hundred Thousand Dollars ($200,000.00), which shall be paid in twelve (12) equal monthly installments. In addition to the flat fee, Counsel shall be reimbursed for the actual cost of disbursements, which shall not exceed a maximum amount of Four Thousand Dollars ($4,000.00).

(C) **Contract Year Three**: Counsel shall be paid a flat fee of Two Hundred Five Thousand Dollars ($205,000.00), which shall be paid in twelve (12) equal monthly installments. In addition to the flat fee, Counsel shall be reimbursed for the actual cost of disbursements, which shall not exceed a maximum amount of Four Thousand Dollars ($4,000.00).

(D) **Contract Renewal Option Year One**: Counsel shall be paid a flat fee of Two Hundred Ten Thousand Dollars ($210,000.00), which shall be paid in twelve (12) equal monthly installments. In addition to the flat fee, Counsel shall be reimbursed for the actual cost of disbursements in an amount to be provided by Counsel upon notice of renewal.

(E) **Contract Renewal Option Year Two**: Counsel shall be paid a flat fee of Two Hundred Ten Thousand Dollars ($210,000.00), which shall be paid in twelve (12) equal monthly installments. In addition to the flat fee, Counsel shall be reimbursed for the actual cost of disbursements in an amount to be provided by Counsel upon notice of renewal.

(ii) Counsel acknowledges that all funds under this Agreement are subject to encumbrance. Counsel further acknowledges that the first encumbrance shall be Two Hundred Four Thousand Dollars ($204,000.00), representing the flat fee for Contract Year One plus the actual cost of disbursements.

(iii) 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.

(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) Disbursements. Counsel shall be compensated for the following disbursements actually incurred: subpoena witness fees, service of subpoena fees, Appellate Division printing fees, and other court fees. Disbursements shall not exceed the maximum amount provided above for each Contract Year.

(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.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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.

(c) Counsel shall provide the County Attorney with quarterly status reports concerning the matter(s) covered by this Agreement. Counsel shall provide the County Attorney with contemporaneous copies of all pleadings and substantive correspondence produced in connection therewith. At the County Attorney's request, all pleadings and substantive correspondence shall be submitted to the County Attorney for its review prior to final submission.

(d) Counsel shall maintain a separate file for each referred case, containing copies of all pertinent documents. All such files shall remain the property of the County.

(e) In all pleadings and correspondence with courts, administrative tribunals, and/or with parties, the Nassau County Attorney shall be designated as Attorney of Record and Counsel shall be designated "Of Counsel."

(f) Counsel shall make no representations regarding the County's position on material issues, including, without limitation, settlement, County policies and/or past or future conduct of the County without prior consultation with the County Attorney. It is expressly understood and agreed that Counsel has no authority to bind the County to the settlement or resolution of any matter for which Counsel provides services hereunder, and no offer of settlement or resolution shall be made or accepted by Counsel without the prior approval of the County Attorney's Office.

(g) All decisions concerning substantive litigation strategy must be approved by the County Attorney.

(h) Counsel acknowledges and agrees that all information that Counsel acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing Services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

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 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 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.

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.

VECCHIONE, VECCHIONE, CONNORS & CANO, LLP

By:

Name: Michael F. Vecchione, Esq.

Title: Managing Partner

Date: September 21, 2023

NASSAU COUNTY

By:
Name: Thomas A. Adams
Title: County Attorney
Date: 15 December 2023

NASSAU COUNTY

By:
Name:
Title: County Executive
☐ Deputy County Executive

Date: ARTHUR T. WALSH
Chief Deputy County Executive

8 7 24

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 21st day of September in the year 2023 before me personally came Michael F. Vecchione, Esq. 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 Managing Partner of Vecchione, Vecchione, Connors & Cano, 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.

NOTARY PUBLIC Nancy Miller

NANCY MILLER
Notary Public, State of New York
No. 01MI6181215
Qualified in Nassau County
Commission Expires January 28, 2024

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15th day of DECEMBER in the year 2023 before me personally came Thomas A. Adams to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

MARY J. NORI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02NO6266941
Qualified in Nassau County
Commission Expires August 6, 20~~16~~24

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1st day of August in the year 2024 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TRICIA F. FORMATO
Notary Public, State of New York
No. 01FO6261797
Qualified in Nassau County
Commission Expires May 14, 2028

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, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

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

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

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

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

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

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

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

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

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

APPENDIX L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Michael F. Vecchione, Esq.

147 Herricks Road, Garden City Park, NY 11040

516-741-7575

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

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

____

____

____

____

____

____

____

____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder 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. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

Dated **June 2, 2023**
Signature of Chief Executive Officer

Michael F. Vecchione, Esq.
Name of Chief Executive Officer

Sworn to before me this

2nd day of June, 2023 .
Nancy Miller
Notary Public

NANCY MILLER
Notary Public, State of New York
No. 01MI6181215
Qualified in Nassau County
Commission Expires January 28, 2024

VECCVEC-01 **AMIEWRIGHT**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/9/2026

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

NFP Property & Casualty Services, Inc.
45 Executive Drive
Plainview, NY 11803

CONTACT NAME:
PHONE (A/C, No, Ext): **(516) 327-2700**
FAX (A/C, No):
E-MAIL ADDRESS:

INSURED

Vecchione, Vecchione & Cano, LLP
147 Herricks Road
Garden City Park, NY 11040

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : **ACE Fire Underwriters Insurance Company**	**20702**
INSURER B : **Bankers Standard Insurance Company**	**18279**
INSURER C : **Palomar Excess and Surplus Insurance Company**	**16754**
INSURER D : **Allied World Insurance Company**	**22730**
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ **COMMERCIAL GENERAL LIABILITY**						EACH OCCURRENCE	$ **1,000,000**
	☐ CLAIMS-MADE ☒ OCCUR			**SERNYD527508053N**	**6/5/2026**	**6/5/2027**	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ **1,000,000**
	☐						MED EXP (Any one person)	$ **5,000**
	☐						PERSONAL & ADV INJURY	$ **1,000,000**
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ **2,000,000**
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ **2,000,000**
	OTHER:							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ **1,000,000**
	☐ ANY AUTO			**SERNYD527508053N**	**6/5/2026**	**6/5/2027**	BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	☒ **UMBRELLA LIAB** ☒ OCCUR						EACH OCCURRENCE	$ **1,000,000**
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE			**UMBNYD527508173N**	**6/5/2026**	**6/5/2027**	AGGREGATE	$ **1,000,000**
	DED ☐ RETENTION $						**Products Comple**	$ **1,000,000**
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N ☐	**N / A**					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	**Cyber Liability - Co**			**PLM-CB-SVE4G9LBA- 003**	**3/21/2026**	**3/21/2027**	**Aggregate**	**2,000,000**
D	**E&O/Professional Lia**			**0314-9691**	**12/31/2025**	**6/5/2027**	**Aggregate/Per Claim**	**5,000,000**

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

Nassau County is included as an additional insured for commercial liability

CERTIFICATE HOLDER

Nassau County
One West Street
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

DocuSigned by:
Amie Wright
A3468ACBB3534D0...

ACORD 25 (2016/03)

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

VECCHIONE, VECCHIONE & CANO, LLP
147 HERRICKS ROAD
GARDEN CITY PARK, NY 11040

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County
One West Street
Mineola, NY 11501

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

LNY318538003

3c. Policy effective period

01-01-2026 to 12-31-2026

4. Policy provides the following benefits:

- ☒ A. Both disability and Paid Family Leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid Family Leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 06-08-2026 By Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 113242561
NFP PROPERTY & CASUALTY
SERVICES INC
45 EXECUTIVE DR
PLAINVIEW NY 11803

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
VECCHIONE, VECCHIONE & CANO, LLP 147 HERRICKS RD GARDEN CITY PARK NY 11040	NASSAU COUNTY ONE WEST STREET MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H 584 433-7	271871	01/16/2026 TO 01/16/2027	6/5/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 584 433-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY AFFORDS COVERAGE TO THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

MICHAEL F VECCHIONE
GINA-MARIE CANO
VECCHIONE, VECCHIONE & CANO, LLP

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NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 157196258

Certified: --

E-97-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE AUGUST 28, 2026
9:30 AM

NIFS ID: CQHS26000059

Capital:

Contract ID #: **CQHS26000059**

NIFS Entry Date: **06/05/2026**

Department: Human Services

Service: **YOUTH DEVELOPMENT**

Term: from **01/01/2026** to **12/31/2028**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:

Name: **P.E.A.C.E. Afterschool Program, Inc.** DBA: **P.E.A.C.E. Afterschool Program**	ID#:**454092560**

Main Address: **100 Terrace Avenue**
Hempstead, NY 11550
Contract Specific Address: **100 Terrace Avenue**
Suite 110
Hempstead NY 11550

Main Contact: **Fayth Vaughn-Shavuo**

Main Phone: **(516) 633-1069**

Department:

Contact Name: **Seema Zaki**

Address: **60 Charles Lindberg Blvd., Suite 220, Uniondale, NY 11553-36886060**

Phone: **(516) 227-7003**

Email: **alok.raman@hhsnassaucountyny.us**

Contract Summary

Purpose: To maintain the four cornerstone programs that support our mission to reduce educational inequity and prevent drug abuse by providing enrichment opportunities for the children of our community. These are as follows: 1) The P.E.A.C.E. Summer STEAM Camp for six weeks of enrichment in July/ August. , 2) The P.E.A.C.E. Afterschool Program, Inc. providing free private and small group tutoring from Sept. - June for 45 children from 3:00 - 6:00 pm. , 3) Robotics Teams #14969- The P.E.A.C.E. Robotics Squad, and # 23724 The Junior P.E.A.C.E. Robotics Squad; and 4) The “ Ms. V-” Veronica Deans Annual Chess Tournament now in its 11th year.

Procurement History: This is the second RFP award for this Agency

Description of General Provisions: Maintain partnerships with Adelphi University Ruth S. Ammon College of Education and Health Sciences, the Derner School of Social Work, Island Harvest, the DFD Group, and others. This network of partnerships will continue to support youth development throughout Nassau County with a focus on 100 Terrace Avenue in Hempstead, NY. This will implement our mission to reduce educational inequity and prevent drug abuse by providing enrichment opportunities for the children of our community.

Impact on Funding / Price Analysis: Agency will provide services to 50 youth at a per capita cost of $3,400.00

Change in Contract from Prior Procurement: Contract amount has been increased from $138,283.00 to $170,000.00

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: HS0630-2536

Advertised On: 06/30/2025

Advertised In: Bid Board, Other memo attached

Proposals Due On: 08/18/2025

Number of proposals received: 25

Evaluation Committee members: • Lionel Chitty • Alicia Williams • Donna Worsley- Hines • Tracy Presti • Nancy Holland

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.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1324	DE	HSGEN1324	DE511	HSGEN1324 DE511	01	$170,000.00
						TOTAL		**$170,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$170,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$170,000.00**

Routing Slip

Department			
NIFS Entry	Alok Raman	06/05/2026 02:06PM	Approved
NIFS Final Approval	Seema Zaki	06/08/2026 04:40PM	Approved
Final Approval	Seema Zaki	06/08/2026 04:40PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	06/10/2026 11:03AM	Approved
RE & Insurance Verification	Julie Silverstein	06/17/2026 03:01PM	Approved
NIFS Approval	Mary Nori	06/24/2026 03:50PM	Approved
Final Approval	Mary Nori	06/24/2026 03:50PM	Approved
OMB			
NIFS Approval	Amanda Cohn	06/09/2026 02:21PM	Approved
NIFA Approval	Irfan Qureshi	06/09/2026 04:15PM	Approved
Final Approval	Irfan Qureshi	06/09/2026 04:15PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	06/24/2026 04:13PM	Approved
DCE Compliance Approval	Robert Cleary	06/26/2026 05:01PM	Approved
Vertical DCE Approval	Anissa Moore	06/29/2026 09:48AM	Approved
Final Approval	Anissa Moore	06/29/2026 09:48AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/27/2026 05:34PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES AND P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

WHEREAS, the County has negotiated a personal services agreement with the P.E.A.C.E. Afterschool Program, Inc., to provide the County with enrichment opportunities for the community, 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 an agreement with the P.E.A.C.E. Afterschool Program, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-369(the "Department"), and P.E.A.C.E. After School Inc.., a New York State not-for-profit corporation, having its principal office at 100 Terrace Avenue, Ste 110, Hempstead New York 11550 (the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term**.

A. This Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2026 (the "Initial Term"), unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two (2) year period (the "Renewal Term"), for a possible total term of three (3) years, subject to the County's right of early termination as provided in the contract.

B. The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) **Services.**

A. The service and scope of work is to maintain the four cornerstone programs that support our mission to reduce educational inequity and prevent drug abuse by providing enrichment opportunities for the children of our community.

B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The County will make all final decisions regarding their IT system operations.

C. Additional services are included as **EXHIBIT A.**

D. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed Five Hundred Ten Thousand and 00/100 Dollars ($510,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:

(b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be One Hundred Seventy Thousand and 00/100 Dollars ($170,000.00) DOLLARS.

(i) one third (⅓) of the Initial encumbrance shall be paid in advance upon the final execution of this Agreement; and

(ii) Starting with claims submitted for Services performed in April and continuing until September, the total advance will be deducted in equal installments from the monthly claims submitted. If claims for any of the six (6) months are less than the monthly amount being deducted, the Contractor shall submit with its claim a check payable to the County for the difference.

(iii) Subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.

(c) Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(d) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(e) **Timing of Payment Claims**. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

(g) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has received. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

5) **Independent Contractor**. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6) **No Arrears, Default and/or Claims.** The Contractor represents it 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 but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.

(a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.

(b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **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.

9) **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.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.

B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:

A. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

B. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

D. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

E. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;

F. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and

G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

  i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:

A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

C. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) **Right to Works/Ownership of Work Product/Copyright.**

A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non

-exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontrators, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

B. The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

C. The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

E. **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **Insurance**.

A. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

B. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

C. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain 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.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (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.

B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the

County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **Termination**.

A. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. 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.

C. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

D. **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19) **Accounting Procedures; Records**.

A. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, 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.

20) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

A. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

B. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:

i) Date and time of the breach;
ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
iii) The nature and extent of the breach;
iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **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.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

A. in writing to the above referenced addresses and in compliance with the below,

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,
   - iv) 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
     - (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
     - (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
     - (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
     - (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25) **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.

26) **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.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **Executory Clause**. Notwithstanding any other provision of this Agreement:

A. **Approval and Execution**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:
   i) all County approvals have been obtained, including, if required, approval by the County Legislature, and
   ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

B. **Availability of Funds**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29) **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.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

32) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

33) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

34) **Participation By Political Subdivisions, "PIGGY BACKING" (IF APPLICABLE):** The successful vendor agrees that all political subdivisions of Nassau County and/or 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 thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, ... as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein….." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

P.E.A.C.E. AFTER SCHOOL INC

By: __________________________

Name: Dr. Fayth Vaughn-Shavuo

Title: Executive Director

Date: May 26, 2026

NASSAU COUNTY

By: __________________________

Name: __________________________

Title:
____, County Executive
(or) ___, Chief Deputy County Executive
(or) ___, Deputy County Executive

Date: __________________________

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 26TH day of May in the year 2026 before me personally came Fayth Vaughn-Shavuo 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 EX. DIR. of P.E.A. CE., 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.

DELILAH T. RASHAD
Notary Public, State of New York
No. 01RA6210237
Qualified in Nassau County
Commission Expires 08/17/2029

Delilah T. Rashad
NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _______day of ________ in the year ______ 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 the __________ of ________________________, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

____
NOTARY PUBLIC

EXHIBIT A
ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

CONTRACTING AGENCY:: P.E.A.C.E. After School Inc

AUTHORIZED AGENCY PERSON: Fayth Vaughn Shavuo

ADDRESS: 100 Terrace Avenue, Ste 110, Hempstead, New York 11550

TERM: 01/01/26-12/31/26

CONTRACT AMOUNT: $170,000.00

OBJECTIVE

To maintain the four cornerstone programs that support our mission to reduce educational inequity and prevent drug abuse by providing enrichment opportunities for the children of our community. These are as follows: 1) The P.E.A.C.E. Summer STEAM Camp for six weeks of enrichment in July/ August. , 2) The P.E.A.C.E. Afterschool Program, Inc. providing free private and small group tutoring from Sept. - June for 45 children from 3:00 - 6:00 pm. , 3) Robotics Teams #14969- The P.E.A.C.E. Robotics Squad, and # 23724 The Junior P.E.A.C.E. Robotics Squad; and 4) The " Ms. V-" Veronica Deans Annual Chess Tournament now in its 11th year.

Activity: Maintain partnerships with Adelphi University Ruth S. Ammon College of Education and Health Sciences, the Derner School of Social Work, Island Harvest, the DFD Group, and others. This network of partnerships will continue to support youth development throughout Nassau County with a focus on 100 Terrace Avenue in Hempstead, NY. This will implement our mission to reduce educational inequity and prevent drug abuse by providing enrichment opportunities for the children of our community.

Performance Standards/Measures Instruction:

Our methods for performance and achieving deliverables under the agreement call for the implementation of these four programs with integrity while monitoring for accountability. Attendance sheets and report cards are collected for evidence of student commitment , consistent instruction, and academic gains during the P.E.A.C.E. Afterschool Program. Attendance sheets and digital images provide documentation of achieving deliverables during the P.E.A.C.E. Summer STEAM Camp. Completion of the "Ms. V" Chess Tournament and the Robotics Team activities provide additional evidence of achieving deliverables.

Technical and Capacity Building Instruction:

P.E.A.C.E. Afterschool Program, Inc. will reserve $1,500 for the strict purpose of working with staff to fulfill the Technical and Capacity Building requirement.

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.

Definitions:

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.

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 **"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, blueprints 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.

Rule:

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:

   i) 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.

   ii) 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.

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

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

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

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

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

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

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Fayth Vaughn-Shavuo, Ph.D. (Name)
   176 Delaware Ave., Freeport, NY 11520 (Address)
   516-633-1069 (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.

5/26/2026
Dated

Signature of Chief Executive Officer

Dr. Fayth Vaughn-Shavuo
Name of Chief Executive Officer

Sworn to before me this
26th day of May, 20 '26

Delilah T. Rashad
Notary Public

DELILAH T. RASHAD
Notary Public, State of New York
No. O1RA6210237
Qualified in Nassau County
Commission Expires 08/17/2029

NIFA Nassau County Interim Finance Authority

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

1. **Vendor: P.E.A.C.E. Afterschool Program, Inc.**

2. **Amount requiring NIFA approval:** $510,000.00

Amount to be encumbered: $170,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term: 01/01/2026 to 12/31/2028**

Has work or services on this contract commenced? Yes

If yes, please explain: CONTINUATION OF SERVICES

4. **Funding Source:**

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
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:**

To maintain the four cornerstone programs that support our mission to reduce educational inequity and prevent drug abuse by providing enrichment opportunities for the children of our community. These are as follows: 1) The P.E.A.C.E. Summer STEAM Camp for six weeks of enrichment in July/ August. , 2) The P.E.A.C.E. Afterschool Program, Inc. providing free private and small group tutoring from Sept. - June for 45 children from 3:00 - 6:00 pm. , 3) Robotics Teams #14969- The P.E.A.C.E. Robotics Squad, and # 23724 The Junior P.E.A.C.E. Robotics Squad; and 4) The “ Ms. V-” Veronica Deans Annual Chess Tournament now in its 11th year.

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

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 06/09/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [X] NO [ ] If yes, to what campaign committee?

I, Fayth Vaughn-Shavuo, have made personal donations to the campaigns of ACT-Blue. All donations were $100 or less, totally less than $1,500 and were made from my personal accounts.
Peter Florey, Chairperson, Pro Temp, has made personal donations to various campaigns. All donations totaled less than $8000 and were made from his personal accounts.

Electronically signed and certified at the date and time indicated by:
FAYTH VAUGHN-SHAVUO, PH.D. [PEACEAFTERSCHOOLPROGRAM@GMAIL.COM]

Dated: 04/07/2026 01:45:10 pm

Vendor: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC

Title: EXECUTIVE DIRECTOR

Contribution Date	Amount	Contributor Name	Recipient
10/29/2025	$2,500.00	Peter Florey	Nicole for Nassau - ID# 415030
8/7/2025	$1,000.00	Peter G. Florey	Koslow for Nassau - ID# 445748
7/9/2025	$2,500.00	Peter G. Florey	Koslow for Nassau - ID# 445748
7/9/2025	$3,000.00	Peter G. Florey	Koslow for Nassau - ID# 445748
1/14/2025	$500.00	Peter Florey	Friends of Tim Foley - ID# 445507
12/4/2024	$2,000.00	Peter Florey	Nicole for Nassau - ID# 415030
7/8/2024	$5,000.00	Peter Florey	Nicole for Nassau - ID# 415030

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Peter Florey
Date of birth: 08/08/1958
Home address: 87 10th St
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530
Country: US

Business Address: D&F Development
City: Levittown State/Province/Territory: NY Zip/Postal Code: 11756
Country US
Telephone: 15166959339

Other present address(es):
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530
Country: US
Telephone: 5166959339

List of other addresses and telephone numbers attached

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

President
Chairman of Board 01/01/2015
Chief Exec. Officer
Chief Financial Officer
Vice President
(Other)

Treasurer
Shareholder
Secretary
Partner

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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

D& F Development Group LLC

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Peter Florey, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

P.E.A.C.E Afterschool Program
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Peter Florey PD@DALMAZIOLAWPC.COM

Chariman Pro temp
Title

04/07/2026 04:04:31 pm
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Zainab Sesay
Date of birth: 08/24/1986
Home address: 100 Terrace avenue apt 367
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550
Country: US

Business Address: 100 terrace avenue Apt 110
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550
Country US
Telephone: 5166331069

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

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	04/13/2022
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 notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Zainab Sesay , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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P.E.A.C.E. Afterschool Program, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Zainab Sesay SESAYZ516@GMAIL.COM

Secretary
Title

04/06/2026 05:38:58 pm
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Fayth Vaughn-Shavuo
Date of birth: 05/13/1952
Home address: 176 Delaware Avenue
City: Freeport State/Province/Territory: NY Zip/Postal Code: 11520
Country: US

Business Address: 100 Terrace Ave. #110
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550
Country US
Telephone: 5166331069

Other present address(es):
City: HEMPSTEAD State/Province/Territory: NY Zip/Postal Code: 11550
Country: US
Telephone: 5166331069

List of other addresses and telephone numbers attached

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

President		Treasurer	12/19/2011
Chairman of Board		Shareholder	
Chief Exec. Officer	04/22/2014	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 [X] NO [ ] If Yes, provide details.
Loan made to program for payroll $40,000 unpaid.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

V-S Educational Consulting (Sole Proprietary)

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, FAYTH VAUGHN-SHAVUO, PH.D. , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
FAYTH VAUGHN-SHAVUO, PH.D. PEACEAFTERSCHOOLPROGRAM@GMAIL.COM

EXECUTIVE DIRECTOR
Title

06/05/2026 11:28:59 am
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: 06/05/2026

1) Proposer's Legal Name: P.E.A.C.E. Afterschool Program, Inc.

2) Address of Place of Business: 100 Terrace Avenue, # 110

City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550

Country: US

3) Mailing Address (if different): ______

City: ______ State/Province/Territory: ______ Zip/Postal Code: ______

Country: ______

Phone: (516) 633-1069

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

4) Dun and Bradstreet number: 080588524

5) Federal I.D. Number: 45-4092560

6) The proposer is a: Corporation (Describe) ______

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

17 Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

No County Public servants are hired in the program. Board Trustees will be asked to sign an annual statement attesting to having a copy of the conflict of interest policy, of having read and understood the policy, and understanding the P.E.A.C.E. Afterschool Program, Inc. is a charitable organization and in order to maintain the Federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax exempt purposes.

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

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

YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

12/19/2011

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

None, no persons have a financial interest in the company. All board positions are voluntary.

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

Fayth Vaughn-Shavuo, Ph.D. , 176 Delaware Ave., Freeport, NY 11520, Exec. Dir./ Treasurer
Zainab Sesay Ndowu, 100 Terrace Ave., #345, Hempstead, NY 11550 Secretary
Peter Florey, 87 10th St., Garden City, NY 11510, Chairperson, ProTemp

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

13

vi) Annual revenue of firm;

190000

vii) Summary of relevant accomplishments

P.E.A.C.E. is an acronym for Partnerships in Education to Avoid Criminal Justice System Entry. Our mission to reduce educational inequity and prevent drug abuse by providing enrichment opportunities for the children of our community. We serve children across Nassau County with a primary focus on the children of the 100 Terrace Avenue community. Our Afterschool Program focuses on private one to one and small group tutoring. Incentives for appropriate behaviors and accomplishments include computer educational games, robotics, chess, daily reading/response, and fun. Our Summer STEAM Camp includes VR game design and website development (in partnership with Morrison's Mentors), chess, robotics, junior robotics, basketball, (in partnership with the Town Basketball), science experiments (STEM) outdoor games, Spanish, yoga/dance, chess and recycling/ gardening. Our robotics teams, the P.E.A.C.E. Robotics Squad, and the Jr. P.E.A.C.E. Robotics Squad are award-winning teams!

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

B. Indicate number of years in business.

15

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

The needs of English as a second language learners are supported through appropriate strategies for language acquisition. Two staff members are bilingual in English and Spanish. The needs of children with special needs and reluctant readers are met through appropriate strategies that motivate and engage the scholars in learning.

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 Adelphi University
Contact Person Dr. Devin Thornburg, Professor Emeritus
Address 1 South Avenue
City Garden City State/Province/Territory NY
Country US
Telephone (516) 877-4041
Fax #
E-Mail Address thornburg@adelphi.edu

Company Adelphi University
Contact Person Dr. Marsha Darling, Professor Emeritus
Address 1 South Avenue
City Garden City State/Province/Territory NY
Country US
Telephone (516) 877-4981
Fax #
E-Mail Address darling@adelphi.edu

Company Tabernacle of Joy Church
Contact Person Apostle Raymond Mackey
Address 1070 Brookside Avenue
City Uniondale State/Province/Territory NY
Country US
Telephone (516) 644-7601
Fax #
E-Mail Address Bishop.Mackey@yahoo.com

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

I, FAYTH VAUGHN-SHAVUO, PH.D., hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

Electronically signed and certified at the date and time indicated by:
DR. FAYTH VAUGHN-SHAVUO PEACEAFTERSCHOOLPROGRAM@GMAIL.COM

EXECUTIVE DIRECTOR
Title

06/05/2026
Date

COUNTY OF NASSAU

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

1. Name of the Entity: P.E.A.C.E. Afterschool Program, Inc.

Address: 100 Terrace Avenue, #110

City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550

Country: US

2. Entity's Vendor Identification Number: 45-4092560

3. Type of Business: Other (specify) non profit 501(c)(3)

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

First Name Fayth
Last Name Vaughn-Shavuo
MI Suffix
Address 100 Terrace Avenue
City Hempstead State/Province/Territory: NY Zip/Postal Code: 11550
Country US
Position Executive Director

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

None- no shareholders, members, or partners

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

None

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

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

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

None- no lobbyists utilized.

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

None- no lobbyists utilized.

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

None- no lobbyists utilized.

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

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

Electronically signed and certified at the date and time indicated by:
DR. FAYTH VAUGHN-SHAVUO [PEACEAFTERSCHOOLPROGRAM@GMAIL.COM]

Dated: 06/05/2026 11:30:21 am

Title: EXECUTIVE DIRECTOR

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

Board of Directors

Organization Name: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

Chairperson of the Board: Mr. Peter G. Florey, ProTemp

Board Member Name	Position Held on the Board	Employer or other Affiliation (include the name and address of the business)	Years Served on the Board
Peter Florey	Chairperson, ProTemp	DFD Group 100 Schoolhouse Rd. Levittown NY 11756	14
Katrina Brown	Trustee	DFD Group 100 Schoolhouse Rd., Levittown, NY 11756	14
Zainab Sessay	Trustee,, Secretary	100 Terrace Ave., #507, Hempstead, NY I 1550	4
Dr. Devin Thornburg	Trustee	Adelphi University I South Avenue, Garden City, NY 11530	14
Dr. Bridgette Waite-Wilson	Trustee	Public School Administrator	14
Dr. Fayth Vaughn-Shavuo	Non-voting, Treasurer	P.E.A.C.E. Afterschool Program, Inc. I00 Terrace Ave., #110, NY 11550	14
Patricia Dalmazio, Esq.	Trustee	1225 Franklin Ave., Ste. 325 Garden City, NY 11530	4

2/26/2024

Nassau County Human Services
Universal Budget Form

Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

Program Name: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

To Start Working on Your Budget Click Here

The Section Below Will Be Completed By the Human Service Department You Are Contracting With:

Contract # CQHS26000059

Contract Period Start: (MM/DD/YY) 01/01/26

End: (MM/DD/YY) 12/31/26

	Enter Whole # Only
State Reimbursement %	
Federal Reimbursement %	

HS Only: Click Here To See The Fiscal Summary

To Start Working on Your Budget Click Here

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # CQHS26000059
Contract Name: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.
Program Name: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

Select Line To Work On Here

Budget Summary

	Line #	Expense type	Total $
	1a	Salary	$148,410
Work on Salary and Fringe	1b	Fringe	$15,138
	1 Total	Personnel (Salary plus Fringe)	$163,548
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$6,452
Work on Line 4	4	Equipment	$0
Work on Line 5	5	Supplies	$0
Work on Line 6	6	Contractual Services	$0
Work on Line 7	7a	Rent	$0
	7b	Utilities	$0
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$0
Work on Line 10	10	Administrative Overhead	$0
		Gross Expenditures (Lines 1 – 10)	$170,000
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$170,000
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$170,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval ____________________

Fiscal Approval ____________________

Program Head Approval ____________________

Universal Budget Form
Nassau County Human Services

Line 1 - Personnel

Return to Summary Page

Cost of salaries and/or wages of personnel assigned to the project

-------- Contract Amount Only --------

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary $	Fringe $	Total $
Sr. Tutor-A. Heath; C Shavuo; S. Deceus; O. Blaylock	4	$35/hr. x 765 hr. (540 hrs./after school; 225 hrs. summer)= $26,775	4.00	$107,100	$10,924	$118,024
Youth Tutor-D. Boyd; M. Sesay; J. R. Morgan	3	$18/hr. x 765 hr. (540 hrs./ after school; 225 hrs. summer)= $13,770	3.00	$41,310	$4,214	$45,524
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Line 1 Total		n/a	n/a	$148,410	$15,138	$163,548

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 2 - Consultants ***Return to Summary Page***

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2 Personnel Costs and Line 9 Other Costs

Expense type: Consultant(s)	**#**	**Explanation - Description of Expense**	**FTE**	**Total $**
Line 2 Total		n/a		$0

Note(s): ***Return to Summary Page***

1. For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to
2. Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).
3. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Return to Summary Page

Line 3 - Travel / Per diem / Transportation

Expense type: **Travel / Per Diem**	**Explanation - Description of Expense**	**Total $**
Lyfts, vans, and buses ae used for trips	Transportation to robotics tournaments, chess events, and incentive trips to support our token	$6,452
	economy for regular attendance, homework completion, and respectful interactions	
Line 3 Total	n/a	$6,452

Note(s):

Return to Summary Page

1. Costs of transportation, mileage allowance, lodging, subsistence, and related items incurred by contractor staff on project-related travel, and client transportation. This expense type does not include consultant travel costs.
2. Aggregate separately for staff and client expenses.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 4 - Equipment ***Return to Summary Page***

Costs of all nonexpendable, tangible personal property.

Expense type: **Equipment Rental**	**Explanation - Description of Expense**	**Total $**

Note(s): ***Return to Summary Page***

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: **Equipment Purchase**	**Explanation - Description of Expense**	**Total $**

Note(s): ***Return to Summary Page***

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department.

Line 4 Total	n/a	$0

Note(s): ***Return to Summary Page***

1. Total the cost of equipment purchases and rentals.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 5 - Supplies ***Return to Summary Page***

Cost of supplies

Expense type: Supplies	**Explanation - Description of Expense**	**Total $**
Various supplies	Instructional and office supplies to support tutoring and student projects, to include tri-fold board, printer ink, & tape.	$0
Line 5 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project. Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.
2. Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply.

Universal Budget Form
Nassau County Human Services

Line 6 - Contractual Services ***Return to Summary Page***

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	**Explanation - Description of Expense**	**Total $**
		$0
Line 6 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of indirect services acquired by the contractor under a separate contract or subcontract.
2. Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expens
3. Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 7 a - Rent ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
Line 7 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 7 b- Utilities ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: **Misc./Other Costs**	**Explanation - Description of Expense**	**Total $**
Line 7 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

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Universal Budget Form
Nassau County Human Services

Line 8 - Department Specific Costs

Please itemize all expenses ***Return to Summary Page***

Expense type: **Dept. Specific Costs**	**Explanation - Description of Expense**	**Total $**
Line 8 Total	n/a	$0

Return to Summary Page

Note(s):

1. List any department specific cost or expense that cannot be listed on any other budget line. Provide computations (where appropriate), a narrative description and a justification for each cost under this expense type.

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Universal Budget Form
Nassau County Human Services

Line 9 - Misc./Other Costs ***Return to Summary Page***

Please itemize all expenses

Expense type: **Misc./Other Costs**	**Explanation - Description of Expense**	**Total $**
Line 9 Total	n/a	$0

Return to Summary Page

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 10 - Administrative Overhead

Return to Summary Page

Administrative Overhead costs

-------- Contract Amount Only -------

Expense type: Administrative Overhead	Explanation - Description of Expense	Salary $	Fringe $	Total $
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Line 10 Total	n/a	$0	$0	$0

Return to Summary Page

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 11 - Revenue

Please itemize all revenue, income, agency contribution, and matches, if any, expected to be generated from this project.

Return to Summary Page

Revenue type: Income/Matches	**Explanation - Description of Revenue**	**Total $**
Line 11 Total	n/a	$0

Return to Summary Page

Note(s):

1. Describe the nature, source and anticipated use of project revenue, income, agency contribution, and matches, if any. Provide computations, a narrative description and a justification for each category.

Return to Summary Page

Nassau County Human Services
Universal Budget Form

Fiscal Summary

Return to Face Sheet

Contract # CQHS26000059
Contract Period Start: 01/01/26
End: 12/31/26
Contractor Name: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.
Program Name: P.E.A.C.E. AFTERSCHOOL PROGRAM, INC.

Expense type	**Total $**
Personnel (Salary plus Fringe)	$163,548
OTPS	$6,452
Administrative Overhead	$0
Gross Expenditures (Lines 1 – 10)	$170,000
Revenue, Income, Agency Contribution, Matches	$0
Net Budget Total (Lines 1 – 10 minus line 11)	$170,000
Agency Contribution	$0
Net Contract Total (Net Budget Total minus Agency Contribution)	$170,000

Return to Face Sheet

Source	**Total $**	**Percentage**
State	$-	0
Federal	$-	0
Sub Total – State/Fed	$0	0
Local	$-	100
Total	$0	100

Return to Face Sheet

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

JILL D. NEVIN
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

60 Charles Lindbergh Boulevard Uniondale, New York 11553-3687
Phone: (516) 227-8930 Fax: (516) 227-8971

TO: Robert Cleary, Chief Procurement and Compliance Officer, Nassau County

FROM: Seema Zaki, Accounting System Specialist, Department of Human Services

DATE: June 3, 2026

SUBJECT: Delay Memo for PEACE After School -CQHS26000059

The 2026 Contract was sent to the Agency on 05/26/26 after approval of the RFP by the County.

Contract period is from 01/01/26-12/31/26.

The 2026 package was uploaded to ECRS when the required documents were compiled.

If you have any questions, please reach out to me at (516) 227- 7003.

Thank you,

Seema Zaki

PEACAFT-01 TFLOOD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/11/2026

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

New York-Alliant Ins Svc Inc
101 Park Ave 14th Fl
New York, NY 10178

CONTACT NAME:
PHONE (A/C, No, Ext): (212) 603-0200
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Technology Insurance Company Inc	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

P.E.A.C.E. After School Program Inc
c/o Robert M. Currey & Associates, Inc.
One Beacon Street, 22nd Floor
Boston, MA 02108

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	☒ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			PHPK2643800-014	1/5/2026	1/5/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ ☐			PHPK2643800-014	1/5/2026	1/5/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☒ **UMBRELLA LIAB** ☒ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			PHUB896745-014	1/5/2026	1/5/2027	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		KWC1358484	6/18/2025	6/18/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Location: 100 Terrace Avenue, Hempstead, NY 11550

HUMAN SERVICES ORGANIZATION PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

Certificate holder is additional insured as required by written contract

AGGREGATE LIMIT: $2,000,000
EACH PROFESSIONAL INCIDENT LIMIT: $1,000,000

CERTIFICATE HOLDER

Nassau County
1550 Franklin Ave
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

ACORD 25 (2016/03)

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2026

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
Hub International Northeast Limited
401 Broadhollow Road
Suite 200
Melville NY 11747

CONTACT NAME:
PHONE (A/C, No, Ext): 516-677-4700
FAX (A/C, No): 516-496-4040
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : AmTrust Insurance Company	15954
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PEACAFT-01
P.E.A.C.E. Afterschool Program
C/o The D&F Development Group
100 Schoolhouse Rd.
Levittown NY 11756

COVERAGES **CERTIFICATE NUMBER:** 101632352 **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			PHPK2643800-014	1/5/2026	1/5/2027	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	☐						MED EXP (Any one person)	$ 5,000
	☐						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2643800-014	1/5/2026	1/5/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	☒ UMBRELLA LIAB ☒ OCCUR			PHUB896745-014	1/5/2026	1/5/2027	EACH OCCURRENCE	$ 4,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☒ RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			KWC1395667	6/18/2025	6/18/2026	☒ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y / N: Y	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County is included as additional insured

CERTIFICATE HOLDER

County of Nassau
1550 Franklin Avenue
Mineola NY 11554

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
P.E.A.C.E. AFTER SCHOOL PROGRAM INC
C/O THE D&F DEVELOPMENT GROUP
100 SCHOOLHOUSE ROAD
LEVITTOWN, NY 11756

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-437-0900

1c. Federal Employer Identification Number of Insured or Social Security Number
454092560

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF FOOD & RECREATIONAL FACILITIES
200 COUNTY SEAT DRIVE
MINEOLA, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL534447

3c. Policy effective period
05/21/2025 to 05/20/2027

4. Policy provides the following benefits:
☑ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:
☑ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/5/2026 By
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed ____ By ____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number ____ Name and Title ____

Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Insured Detail

1a. Legal Name and address of Insured (Use street address only)

P.E.A.C.E. After School Program Inc.
100 Schoolhouse Rd
Levittown, NY 11756

Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*

1b. Business Telephone Number of Insured

516-437-0900

1c. NYS Unemployment Insurance Employer Registration Number of Insured

1d. Federal Employer Identification Number of Insured or Social Security Number

454092560

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County Department of Health
200 County Seat Drive
Mineola, NY 11501

3a.Name of Insurance Carrier

AmTrust Insurance Company

3b. Policy Number of entity listed in box "1a":

KWC1447493

3c. Policy effective period:

6/18/2026 to 6/18/2027

3d. The Proprietor, Partners or Executive Officers are:

☑ **included** (Only check box if all partners/officers included)

☐ **all excluded or certain partners/officers excluded**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Matt Zender
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: ____________ 5/12/2026
(Signature) (Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 877-528-7878

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form . Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) **www.wcb.ny.gov**

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-17) REVERSE

Certified: --

E-98-26

FILED BY THE NASSAU COUNTY CLERK OF
THE LEGISLATURE AUGUST 28, 2026
9:31 AM

NIFS ID: CQHS26000062

Capital:

Contract ID #: **CQHS26000062**

NIFS Entry Date: **06/26/2026**

Department: Human Services

Service: **YOUTH DEVELOPMENT**

Term: from **01/01/2026** to **12/31/2028**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **The Association for the Community Parent Center, Inc.** DBA: **Community Parent Center**	ID#:**110275007**
Main Address: **Brookside School** **Merrick, NY 11566** Contract Specific Address: **Association for the Community Parent Center** **1260 Meadowbrook Road- Room 31** **North Merrick, NY 11566**	
Main Contact: **Wendy Tepfer**	
Main Phone: **(516) 771-9346**	

Department:
Contact Name: **Seema Zaki**
Address: **60 Charles Lindberg Blvd., Suite 220, Uniondale, NY 11553-36886060**
Phone: **(516) 227-7003**
Email: **alok.raman@hhsnassaucountyny.us**

Contract Summary

Purpose: The Community Parent Center working in collaboration with the Bellmore-Merrick Central High School District, the four component Bellmore and Merrick Elementary School Districts, and public, private, and parochial schools across Nassau County will offer a full complement of school assembly programs, parent/community workshops and school administrator/staff development seminars addressing a wide range of topics suited for diverse audiences which focus on positive youth development and health and safety concerns. Programs can be customized to meet the needs of the schools and community. The Community Parent Center projects to reach approximately 6,000 students ages 10 to 17 annually

Procurement History: This is the third RFP award for this agency

Description of General Provisions: The Community Parent Center will:

- Present prevention-education school assemblies and/or classroom programs

- Offer parent and community-based prevention education programs
- Conduct professional development workshops/trainings for school faculty/staff.
- Host Annual "Shed the Meds" prescription drug take-back event in partnership with local law enforcement and community stakeholders.
- Provide resource materials and information to complement all programs and support families, educators, and youth.

Impact on Funding / Price Analysis: Agency will provide services for 6,000 youth at a per capita cost of $8.50

Change in Contract from Prior Procurement: None

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: HS0630-2536

Advertised On: 06/30/2025

Advertised In: Bid Board, Official Newspaper, Other NY Post

Proposals Due On: 08/18/2025

Number of proposals received: 25

Evaluation Committee members: Lionel Chitty • Alicia Williams • Donna Worsley- Hines • Tracy Presti • Nancy Holland

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.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1324	DE	HSGEN1324	DE511	HSGEN1324 DE511	01	$51,000.00
						TOTAL		$51,000.00

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$51,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$51,000.00**

Routing Slip

Department			
NIFS Entry	Alok Raman	06/26/2026 01:35PM	Approved
NIFS Final Approval	Seema Zaki	06/26/2026 04:03PM	Approved
Final Approval	Alok Raman	06/29/2026 08:19AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/01/2026 06:40PM	Approved
RE & Insurance Verification	Julie Silverstein	07/01/2026 06:40PM	Approved
NIFS Approval	Mary Nori	07/20/2026 02:08PM	Approved
Final Approval	Mary Nori	07/20/2026 02:08PM	Approved
OMB			
NIFS Approval	Amanda Cohn	07/15/2026 04:27PM	Approved
NIFA Approval	Irfan Qureshi	07/16/2026 11:10AM	Approved
Final Approval	Irfan Qureshi	07/16/2026 11:10AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/20/2026 02:16PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 02:56PM	Approved
Vertical DCE Approval	Anissa Moore	07/21/2026 09:27AM	Approved
Final Approval	Anissa Moore	07/21/2026 09:27AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/27/2026 05:46PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES AND THE ASSOCIATION FOR THE COMMUNITY PARENT CENTER, INC.

WHEREAS, the County has negotiated a personal services agreement with The Association for the Community Parent Center, Inc., to provide the County with youth development services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with The Association for the Community Parent Center, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-369(the "Department"), and Association for the Community Parent Center, Inc., a New York State not-for-profit corporation, having its principal office at 1260 Meadowbrook Road -Room 31, North Merrick, New York 11566 (the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term**.

A. This Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2026 (the "Initial Term"), unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two (2) year period (the "Renewal Term"), for a possible total term of three (3) years, subject to the County's right of early termination as provided in the contract.

B. The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) **Services.**

A. The services and scope of work to be provided by the Contractor under this Agreement shall increase employment search skills; knowledge of education and career options, and opportunities to increase employment.

B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The County will make all final decisions regarding their IT system operations.

C. Additional services are included as **EXHIBIT A.**

D. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed One Hundred Fifty Three

Thousand and 00/100 Dollars ($153,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:

(b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Fifty One Thousand and 00/100 Dollars ($51,000.00) DOLLARS.

(i) one third (⅓) of the Initial encumbrance shall be paid in advance upon the final execution of this Agreement; and

(ii) Starting with claims submitted for Services performed in April and continuing until September, the total advance will be deducted in equal installments from the monthly claims submitted. If claims for any of the six (6) months are less than the monthly amount being deducted, the Contractor shall submit with its claim a check payable to the County for the difference.

(iii) Subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.

(c) Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(d) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(e) **Timing of Payment Claims**. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

(g) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has received. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

5) **Independent Contractor**. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6) **No Arrears, Default and/or Claims**. The Contractor represents it 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 but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.

(a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.

(b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the

County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **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.

9) **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.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
   A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
   B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
   C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:
   A. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
   B. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
   C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
   D. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
   E. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the

period the Contractor is required to retain other records pertinent to performance under this Agreement;

F. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and

G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

  i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:

A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

C. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) Right to Works/Ownership of Work Product/Copyright.

A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non-exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable

Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontrators, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation**.

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

B. The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

C. The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

E. **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **Insurance.**

A. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

B. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

C. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain 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.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (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.

B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **Termination**.

A. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. 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.

C. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

D. **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19) **Accounting Procedures; Records.**

A. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, 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.

20) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

A. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

B. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:

i) Date and time of the breach;
ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
iii) The nature and extent of the breach;
iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **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.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

A. in writing to the above referenced addresses and in compliance with the below,

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,

  iv) 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

    (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,

    (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,

    (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and

    (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25) **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.

26) **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.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **Executory Clause**. Notwithstanding any other provision of this Agreement:

A. **Approval and Execution**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:

   i) all County approvals have been obtained, including, if required, approval by the County Legislature, and

   ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

B. **Availability of Funds**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29) **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.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County

Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

32) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

33) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

34) **Participation By Political Subdivisions, "PIGGY BACKING" (IF APPLICABLE):** The successful vendor agrees that all political subdivisions of Nassau County and/or 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 thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, … as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein….." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

ASSOCIATION FOR THE COMMUNITY PARENT CENTER INC

By: ____________________

Name: NINA LANCI

Title: PRESIDENT BD. OF DIRECTORS

Date: 5/6/2026

NASSAU COUNTY

By: ____________________

Name: ____________________

Title:
____, County Executive
(or) ____, Chief Deputy County Executive
(or) ____, Deputy County Executive

Date: ____________________

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 6th day of May in the year 2026 before me personally came Nina Lanci to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Board of Directors, 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.

PATTIANNE GUCCIONE
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Nassau County
01GU6382895
MY COMMISSION EXPIRES 11/05/2026

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _______day of ________ in the year ______ 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 the __________ of ___________________________, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT A
ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

CONTRACTING AGENCY: Association for the Community Parent Center, Inc

AUTHORIZED AGENCY PERSON: Wendy Tepfer - Director

ADDRESS: 1260 Meadowbrook Road -Room 31– North Merrick, New York 11566

TERM: 01/01/26-12/31/26

CONTRACT AMOUNT: $51,000.00

Objective:
The Community Parent Center working in collaboration with the Bellmore-Merrick Central High School District, the four component Bellmore and Merrick Elementary School Districts, and public, private, and parochial schools across Nassau County will offer a full complement of school assembly programs, parent/community workshops and school administrator/staff development seminars addressing a wide range of topics suited for diverse audiences which focus on positive youth development and health and safety concerns. Programs can be customized to meet the needs of the schools and community. The Community Parent Center projects to reach approximately 6,000 students ages 10 to 17 annually.

Activity:
Using a multifaceted approach, the Community Parent Center will provide health and safety programs, workshops, and resource information for students, parents, schools, and community members. The Community Parent Center will:

The Community Parent Center will:

- Present prevention-education school assemblies and/or classroom programs
- Offer parent and community-based prevention education programs
- Conduct professional development workshops/trainings for school faculty/staff.
- Host Annual "Shed the Meds" prescription drug take-back event in partnership with local law enforcement and community stakeholders.
- Provide resource materials and information to complement all programs and support families, educators, and youth.

Performance Standards/Measures Instruction:
In this section, contractor must provide its methods for performance and achieving deliverables under this Agreement. Please identify and include indicators of program success during the contract year and how planned versus actual performance will be assessed.

The Community Parent Center will utilize three performance measures to evaluate the effectiveness of the programs and workshops presented in schools across Nassau County.

1. Inputs - What did we do?
    - Track the number of programs presented
    - Track topics addressed
    - Track the number of attendees
2. Outputs - How well did we do it:
    - Program evaluation forms from attendees– when possible
    - Feedback from school administrators/faculty
3. Outcomes - Program Effectiveness:
    - Review immediate impact on attendees
    - Review long-term impact on attendees – when possible

Technical and Capacity Building Instruction:

Use of contract funds:
Continue to work towards strengthening the organization's core abilities.
Continue to focus on acquiring essential technical skills and knowledge to achieve mission and goals.

The Contractor of funds exceeding $50,000 shall utilize a percentage of the contract amount to comply with the technical and capacity building requirement. Contractor shall utilize funds of not less than
$1,000 and not greater than $2,000 of the total amount of the Contract.
Contractor of funds totaling less than $50,000 shall receive an additional $1,000 for the strict purpose of complying with the Technical and Capacity Building Requirement

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.

Definitions:

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.

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 **"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, blueprints 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.

Rule:

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:

   i) 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.

   ii) 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.

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

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

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

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

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

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

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

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

NINA LANCI (Name)
227 OAK STREET BELLMORE, NY 11710 (Address)
______________________ (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.

5/6/2026
Dated

Signature of Chief Executive Officer

NINA LANCI - PRESIDENT - BD of DIRECTORS
Name of Chief Executive Officer

Sworn to before me this
6 day of May, 2026.

Notary Public

PATTIANNE GUCCIONE
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Nassau County
01GU6382895
MY COMMISSION EXPIRES 11/05/2026

NIFA Nassau County Interim Finance Authority

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

1. Vendor: The Association for the Community Parent Center, Inc.

2. Amount requiring NIFA approval: $153,000.00

Amount to be encumbered: $51,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/2026 to 12/31/2028

Has work or services on this contract commenced? Yes

If yes, please explain: CONTINUATION OF SERVICES

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
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 Community Parent Center working in collaboration with the Bellmore-Merrick Central High School District, the four component Bellmore and Merrick Elementary School Districts, and public, private, and parochial schools across Nassau County will offer a full complement of school assembly programs, parent/community workshops and school administrator/staff development seminars addressing a wide range of topics suited for diverse audiences which focus on positive youth development and health and safety concerns. Programs can be customized to meet the needs of the schools and community. The Community Parent Center projects to reach approximately 6,000 students ages 10 to 17 annually

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

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI	07/16/2026
Authenticated User	***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Wendy Tepfer [CPC1260@GMAIL.COM]

Dated: 06/04/2026 05:30:30 pm

Vendor: Community Parent Center

Title: Director

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Camille Raia
Date of birth: 10/25/1955
Home address: 2188 Seneca Drive South
City: Merrick State/Province/Territory: NY Zip/Postal Code: 11566
Country: US

Business Address: none
City: None State/Province/Territory: NY Zip/Postal Code: 11566
Country US
Telephone: (516) 546-9138

Other present address(es): None
City: N. Merrick State/Province/Territory: NY Zip/Postal Code: 11566
Country: US
Telephone: 5167719346

List of other addresses and telephone numbers attached

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

President		Treasurer	07/01/2012
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

President - Bellmore Lions

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 an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Camille Raia, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Community Parent Center
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Camille Raia CPC1260A@HOTMAIL.COM

Treasurer
Title

06/04/2026 05:22:10 pm
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Nina Lanci
Date of birth: 04/22/1963
Home address: 227 Oak Street
City: Bellmore State/Province/ Territory: NY Zip/Postal Code: 11710
Country: US

Business Address: 1260 Meadowbrook Road Room 31
City: N. Merrick State/Province/ Territory: NY Zip/Postal Code: 11566
Country US
Telephone: 5167719346

Other present address(es):
City: N. Merrick State/Province/ Territory: NY Zip/Postal Code: 11566
Country: US
Telephone: 5167719346

List of other addresses and telephone numbers attached

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

President	01/01/2007	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Bellmore Lions - Treasurer

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Nina Lanci , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Community Parent Center
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Nina Lanci CPC1260@HOTMAIL.COM

President - Bd. of Directors
Title

06/04/2026 05:02:59 pm
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Wendy Tepfer
Date of birth: 07/14/1950
Home address: 2797 Len Drive
City: Bellmore State/Province/ Territory: NY Zip/Postal Code: 11710
Country: US

Business Address: 1260 Meadowbrook Rd.
City: No. Merrick State/Province/ Territory: NY Zip/Postal Code: 11566
Country US
Telephone: (516) 398-0095

Other present address(es): None
City: N. Merrick State/Province/ Territory: NY Zip/Postal Code: 11566
Country: US
Telephone: 5167719346

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)			

Type Other
Description Director
Start Date 01/01/2004

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 notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Wendy Tepfer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Community Parent Center
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Wendy Tepfer CPC1260@GMAIL.COM

Director
Title

06/04/2026 04:07:59 pm
Date

Business History Form

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

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

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

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

Date: 01/16/2025

1) Proposer's Legal Name: Asssociation for the Community Parent Center, Inc.

2) Address of Place of Business: 1260 Meadowbrook Road, - Rm 31

City: No. Merrick State/Province/ Territory: NY Zip/Postal Code: 11566

Country: US

3) Mailing Address (if different): Mailing address same as above

City: ______ State/Province/ Territory: ______ Zip/Postal Code: ______

Country: ______

Phone: (516) 771-9346

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

4) Dun and Bradstreet number: 07-350-7357

5) Federal I.D. Number: 11-0275007

6) The proposer is a: Other (Describe) 501 (c) 3 - not for profit organization

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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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 -we are a 501 (c)3

(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 -we are a 501 (c)3

(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 -we are a 501 (c)3

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

We would make an inquiry and present any potential issues to the County for guidance

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

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

02/01/1988

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

none - no one has a financial interest in the company

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

Nina Lanci - President - 227 Oak St., Bellmore, NY 11710
Camille Raia - Treasurer - 2188 Seneca Drive South, Merrick, NY 11566
Wendy Tepfer - Director - 2797 Len Drive, Bellmore, NY 11710

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

1

vi) Annual revenue of firm;

200000

vii) Summary of relevant accomplishments

Wendy Tepfer - Executive Director since 2002. She has developed & implemented parent, faculty/staff & student education programs for the Bellmore-Merrick CHSD B-M elementary school districts & numerous Nassau County public & parochial schools. Topics include - safe teen driving, substance abuse prevention, internet safety, bullying/cyber-bullying, adolescent suicide awareness prevention, school violence prevention, youth health, nutrition & fitness. Accomplishments - Developed "Driving in the Safe Lane' Program, Member of the LI Youth Safety, Nassau County Heroin Prevention Tas Farce, NYS Partnership for Teen Driver Safety, Nassau County Traffic Safety Board, Works in collaboration with PTA, DA's office, Police Dept. Youth Board, local hospitals & civic organizations - received numerous awards in 2008, 11, 13 & 16 (details upon request)

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

B. Indicate number of years in business.

37

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

No additional information

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 DEDICATED
Contact Person Marge Lee
Address 1058 Delmar Avenue
City Franklin Square State/Province/Territory NY
Country US

Telephone (516) 352-7990
Fax #
E-Mail Address dedicatedd4u@aol.com

Company NY Coalition for Transportation Safety
Contact Person Cynthia Brown
Address 213-37 39th Avenue
City Bayside State/Province/Territory NY
Country US
Telephone (516) 571-6808
Fax #
E-Mail Address NYCoalition@aol.com

Company Bellmore-Merrick CHSD
Contact Person Mr. Michael Harrington-Superintendent
Address 1260 Meadowbrook Road
City N. Merrick State/Province/Territory NY
Country US
Telephone (516) 992-1001
Fax #
E-Mail Address mharrington@bellmore-merrick.k12.ny.us

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

I, Wendy Tepfer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Name of submitting business: Community Parent Center

Electronically signed and certified at the date and time indicated by:
Wendy Tepfer CPC1260@GMAIL.COM

Director
Title

06/04/2026
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Community Parent Center

Address: 1260 Meadowbrook Road Room 31

City: N. Merrick State/Province/Territory: NY Zip/Postal Code: 11566

Country: US

2. Entity's Vendor Identification Number: 11-0275007

3. Type of Business: Other (specify) 501 (c) 3 - not-for-profit

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

First Name Nina
Last Name Lanci
MI Suffix
Address 1260 Meadowbrook Rd.
City No. Merrick State/Province/Territory: NY Zip/Postal Code: 11566
Country US
Position President

First Name Camille
Last Name Raia
MI Suffix
Address 1260 Meadowbrook Rd.
City No. Merrick State/Province/Territory: NY Zip/Postal Code: 11566
Country US
Position Treasurer

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

this section.
If none, explain.

None - Not-for-Profit Corp.

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

There are no affiliated and/or related companies related to this firm

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

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

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

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.

Electronically signed and certified at the date and time indicated by:
Wendy Tepfer [CPC1260@GMAIL.COM]

Dated: 06/04/2026 05:32:56 pm

Title: Director

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

Nassau County Human Services
Universal Budget Form

Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: Association for the Community Parent Center, Inc.

Program Name: Youth, Parent, School, Community Education Programs

To Start Working on Your Budget Click Here

The Section Below Will Be Completed By the Human Service Department You Are Contracting With:

Contract # CQHS26000062

Contract Period Start: (MM/DD/YY) 01/01/26

End: (MM/DD/YY) 12/31/26

	Enter Whole # Only
State Reimbursement %	
Federal Reimbursement %	

HS Only: Click Here To See The Fiscal Summary

To Start Working on Your Budget Click Here

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # **CQHS26000062**

Contract Name: **Association for the Community Parent Center, Inc.**

Program Name: **Youth, Parent, School, Community Education Programs**

Select Line To Work On Here

- Work on Salary and Fringe
- Work on Line 2
- Work on Line 3
- Work on Line 4
- Work on Line 5
- Work on Line 6
- Work on Line 7
- Work on Line 8
- Work on Line 9
- Work on Line 10
- Work on Line 11
- Agency Contribution

Budget Summary

Line #	Expense type	Total $
1a	Salary	$0
1b	Fringe	$0
1 Total	Personnel (Salary plus Fringe)	$0
2	Consultant(s)	$27,000
3	Travel / Per Diem / Transportation	$1,000
4	Equipment	$1,500
5	Supplies	$4,000
6	Contractual Services	$4,500
7a	Rent	$0
7b	Utilities	$1,000
8	Department Specific Costs	$0
9	Other Costs	$12,000
10	Administrative Overhead	$0
	Gross Expenditures (Lines 1 – 10)	$51,000
11	Revenue, Income, Agency Contribution, Matches	$0
	Net Budget Total (Lines 1 – 10 minus line 11)	$51,000
	Agency Contribution	$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	$51,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval ______________________

Fiscal Approval ______________________

Program Head Approval ______________________

Universal Budget Form
Nassau County Human Services

Line 1 - Personnel

Return to Summary Page

Cost of salaries and/or wages of personnel assigned to the project

-------- Contract Amount Only -------

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary $	Fringe $	Total $
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Line 1 Total		n/a	n/a	$0	$0	$0

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 2 - Consultants ***Return to Summary Page***

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2 Personnel Costs and Line 9 Other Costs

Expense type: Consultant(s)	**#**	**Explanation - Description of Expense**	**FTE**	**Total $**
				$27,000
Program Manager for social media/strategic planning		Jenna Maguire		
Program Speakers/Facilitators addressing topics including		John Groshans, Ron Riebl, Sharon Galvin		
but not limited to:		Vonn Brickmeier, Melanie Sirof, Marc Achtziger		
Cyber Safety, Prom Safety, Teen Driver Safety		Kathleen Brickmeier, Leah Jantzen, Karen Torres		
Substance Abuse/Misuse Awareness		Wellbridge Addiction Ctr (Steve Chassman)		
Mental Health Awareness, Character Education		World Outside My Shoes (Carl Wilkens)		
Tolerance, Acceptance, Diversity		Perfect Placement (Mark Leinweaver)		
Pre-College Planning		Addiction Educators LLC. (Dr. Stephen Dewey)		
Gaming/Gambling Addiction Awareness		ReesSpecht Foundation (Rich Specht)		
		College Admissions Talks LLC, (Dr. John Durante)		
Line 2 Total		n/a		$27,000

Note(s): ***Return to Summary Page***

1. For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to
2. Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).
3. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Return to Summary Page

Line 3 - Travel / Per diem / Transportation

Expense type: Travel / Per Diem	**Explanation - Description of Expense**	**Total $**
		$1,000
	Community Parent Center Director: Wendy Tepfer	
Programs, Workshops, Events, Meetings, Conferences,		
Conferences, Trainings & Outreach		
Nassau County, Long Island New York State		
All transportation costs (gas, tolls, parking, air/train/bus fare)		
All registration fees, meals, lodging associated with		
Conferences, programs and workshops etc)		
Line 3 Total	n/a	$1,000

Note(s):

Return to Summary Page

1. Costs of transportation, mileage allowance, lodging, subsistence, and related items incurred by contractor staff on project-related travel, and client transportation. This expense type does not include consultant travel costs.
2. Aggregate separately for staff and client expenses.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 4 - Equipment ***Return to Summary Page***

Costs of all nonexpendable, tangible personal property.

Expense type: **Equipment Rental**	**Explanation - Description of Expense**	**Total $**
	Cost of water cooler rental - building water is not potable	$300

Note(s): ***Return to Summary Page***

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: **Equipment Purchase**	**Explanation - Description of Expense**	**Total $**
	Office Furniture/equipment, program equipment,	$1,200
	technology equipment - computers, copy machine, printers	

Note(s): ***Return to Summary Page***

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department.

Line 4 Total	n/a	$1,500

Note(s): ***Return to Summary Page***

1. Total the cost of equipment purchases and rentals.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 5 - Supplies ***Return to Summary Page***

Cost of supplies

Expense type: Supplies	**Explanation - Description of Expense**	**Total $**
	Program materials, supplies, resources	$4,000
	(ie folders, print materials, flyers, brochures, posters, banners)	
	office materials and supplies (ie ink, paper, cleaning supplies,	
	storage containers for program supplies, bottled water	
	building water is not potable	
	PPE supplies	
Line 5 Total	n/a	$4,000

Return to Summary Page

Note(s):

1. Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project. Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.
2. Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply.

Universal Budget Form
Nassau County Human Services

Line 6 - Contractual Services ***Return to Summary Page***

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	**Explanation - Description of Expense**	**Total $**
		$4,500
CPA for all financial services	Kyle Lester, CPA	
Tech Support for all equipment computers,copy machine	Precise Technical Services	
Website host	Dave's Computer Solutions	
Line 6 Total	n/a	$4,500

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Note(s):

1. Costs of indirect services acquired by the contractor under a separate contract or subcontract.
2. Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expens
3. Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

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Universal Budget Form
Nassau County Human Services

Line 7 a - Rent ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: **Misc./Other Costs**	**Explanation - Description of Expense**	**Total $**
Line 7 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 7 b- Utilities ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: **Misc./Other Costs**	**Explanation - Description of Expense**	**Total $**
	Telecommunication - phone, fax	$1,000
Line 7 Total	n/a	$1,000

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 8 - Department Specific Costs

Please itemize all expenses ***Return to Summary Page***

Expense type: **Dept. Specific Costs**	**Explanation - Description of Expense**	**Total $**
Line 8 Total	n/a	$0

Return to Summary Page

Note(s):

1. List any department specific cost or expense that cannot be listed on any other budget line. Provide computations (where appropriate), a narrative description and a justification for each cost under this expense type.

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Universal Budget Form
Nassau County Human Services

Line 9 - Misc./Other Costs ***Return to Summary Page***
Please itemize all expenses

Expense type: **Misc./Other Costs**	**Explanation - Description of Expense**	**Total $**
	Educational program enhancements, enrichments & field trips,	$12,000
	insurance, postage and mailings, program resources,	
	advertising, outreach, networking and promo materials	
	to publicize and promote programs and services	
Line 9 Total	n/a	$12,000

Return to Summary Page

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 10 - Administrative Overhead
Administrative Overhead costs

Return to Summary Page

		-------- Contract Amount Only -------		
Expense type: Administrative Overhead	Explanation - Description of Expense	Salary $	Fringe $	Total $
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Line 10 Total	n/a	$0	$0	$0

Return to Summary Page

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Return to Summary Page

Line 11 - Revenue

Please itemize all revenue, income, agency contribution, and matches, if any, expected to be generated from this project.

Return to Summary Page

Revenue type: Income/Matches	**Explanation - Description of Revenue**	**Total $**
Line 11 Total	n/a	$0

Return to Summary Page

Note(s):

1. Describe the nature, source and anticipated use of project revenue, income, agency contribution, and matches, if any. Provide computations, a narrative description and a justification for each category.

Return to Summary Page

Nassau County Human Services
Universal Budget Form

Fiscal Summary

Return to Face Sheet

Contract # CQHS26000062
Contract Period Start: 01/01/26
End: 12/21/26
Contractor Name: Association for the Community Parent Center, Inc.
Program Name: Youth, Parent, School, Community Education Programs

Expense type	**Total $**
Personnel (Salary plus Fringe)	$0
OTPS	$45,500
Administrative Overhead	$4,500
Gross Expenditures (Lines 1 – 10)	$50,000
Revenue, Income, Agency Contribution, Matches	$0
Net Budget Total (Lines 1 – 10 minus line 11)	$51,000
Agency Contribution	$0
Net Contract Total (Net Budget Total minus Agency Contribution)	$51,000

Return to Face Sheet

Source	**Total $**	**Percentage**
State	$-	0
Federal	$-	0
Sub Total – State/Fed	$0	0
Local	$-	100
Total	$0	100

Return to Face Sheet

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

JILL D. NEVIN
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

60 Charles Lindbergh Boulevard Uniondale, New York 11553-3687
Phone: (516) 227-8930 Fax: (516) 227-8971

TO: Robert Cleary, Chief Procurement and Compliance Officer, Nassau County

FROM: Seema Zaki, Accounting System Specialist, Department of Human Services

DATE: June 9, 2026

SUBJECT: Delay Memo for Association for the Community Parent Center -CQHS26000062

The 2026 Contract was sent to the Agency on 04/29/26 after approval of the RFP by the County. Executed contract by the Agency was received on 05/21/26. Updated budget was received on 06/08/26

Contract period is from 01/01/26-12/31/26.

The 2026 package was uploaded to ECRS when the required documents were compiled.

If you have any questions, please reach out to me at (516) 227- 7003.

Thank you,

Seema Zaki

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/03/2026

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: Kaitlyn Maliszewski
PHONE (A/C, No, Ext): (631) 844-5123
FAX (A/C, No): (631) 465-4005
E-MAIL ADDRESS: kaitlyn.maliszewski@assuredpartners.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Philadelphia Indemnity Insurance Co.	18058
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Community Parent Center, Inc.
1260 Meadowbrook Rd
Brookside School, Room 31
North Merrick NY 11566-1542

COVERAGES **CERTIFICATE NUMBER:** CL266265721 **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**	Y		PHPK2656730-023	04/02/2026	04/02/2027	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	☐						MED EXP (Any one person)	$ 5,000
	☐						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	☐ OTHER:						Cyber Liability	$ 100,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☐ ☐							$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			PHPK2656730-023	04/02/2026	04/02/2027	Each Occurence	1,000,000
							Aggregate	3,000,000

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

Certificate holder is included as additional insured as per required written contract.

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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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

SCAN TO VALIDATE
AND SUBSCRIBE

^^^^^^ 110275007
ASSOCIATION FOR THE COMMUNITY
PARENT CENTER INC
1260 MEADOWBROOK ROAD ROOM 31
NORTH MERRICK NY 11566

POLICYHOLDER	CERTIFICATE HOLDER
ASSOCIATION FOR THE COMMUNITY PARENT CENTER INC 1260 MEADOWBROOK ROAD ROOM 31 NORTH MERRICK NY 11566	NASSAU COUNTY 1550 FRANKLIN AVENUE MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H1353 759-2	998409	04/01/2026 TO 04/01/2027	3/23/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1353 759-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 792447986

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) ASSOCIATION FOR THE COMM PARENT CENTER INC 1260 MEADOWBROOK RD, BROOKSIDE SCHOOL RM N MERRICK, NY 11566 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 516-771-9346 1c. Federal Employer Identification Number of Insured or Social Security Number 110275007
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County 1550 Franklin Avenue Mineola, New York 11501	3a. Name of Insurance Carrier **ShelterPoint Life Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" DBL579123 3c. Policy effective period 01/01/2026 to 12/31/2026

4. Policy provides the following benefits:

☑ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

☑ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/6/2026 By
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516 829 8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed ____________ By ____________
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number ____________ Name and Title ____________

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Certified: --

E-99-26

FILED BY THE NASSAU COUNTY CLERK OF
THE LEGISLATURE AUGUST 28, 2026
10:05 AM

NIFS ID: CQHS26000064

Capital:

Contract ID #: **CQHS26000064**

NIFS Entry Date: **07/15/2026**

Department: Human Services

Service: **YOUTH DEVELOPMENT**

Term: from **01/01/2026** to **12/31/2028**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Morrison Mentors Inc**	ID#:**454581763**
Main Address: **250 Fulton Avenue, Suite M104 Hempstead, NY 11550**	
Main Contact: **Doron Spleen**	
Main Phone: **(516) 286-9014**	

Department:
Contact Name: **Seema Zaki**
Address: **60 Charles Lindberg Blvd., Suite 220, Uniondale, NY 11553-36886060**
Phone: **(516) 227-7003**
Email: **alok.raman@hhsnassaucountyny.us**

Contract Summary

Purpose: To expand STEmpower Scholars, which is a year-round Positive Youth Development (PYD) program designed to address these inequities by equipping youth ages 16-24 with technical skills, leadership capacity, and workforce readiness training, while embedding them in an intergenerational mentorship framework.

Procurement History: This is the first RFP award for this Agency

Description of General Provisions: STEmpower Scholars operates on a rolling admissions model, allowing participants to enter throughout the year, with a formal summer cohort offering a deeper immersion. The program engages 25-40 youth participants annually, primarily from high-need Nassau County communities, with room to expand as resources allow. Formal training typically runs for ~20 weeks, integrating the following three components:

1. Technical Training (Weeks 1-10) – Participants receive hands-on STEM instruction in high-demand fields such as computer hardware, 3D printing, robotics, renewable energy, graphic design, coding, and digital fabrication. Training includes facilitation techniques, classroom management, and engagement strategies to prepare participants for mentoring younger students.

2. Mentorship Practicum (Weeks 11-20) – Participants step into real classrooms as Assistant STEM Mentors, applying their technical skills while developing leadership and 21st-century skills. They guide small group activities, assist with lesson delivery, and serve as relatable role models to younger students.

3. Ongoing Career & Leadership Development – Throughout, participants attend workshops on workforce readiness, financial literacy, resume building, interview preparation, workplace professionalism, and more. Career exposure is facilitated via job-shadowing, and field trips with corporate and community partners.

Impact on Funding / Price Analysis: Agency will provide services to 40 youth at a per capita cost of $1,250

Change in Contract from Prior Procurement: None

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: HS0630-2536
Advertised On: 06/30/2025
Advertised In: Bid Board, Official Newspaper, Other NY Post
Proposals Due On: 08/18/2025
Number of proposals received: 25
Evaluation Committee members: Lionel Chitty • Alicia Williams • Donna Worsley- Hines • Tracy Presti • Nancy Holland

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.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1324	DE	HSGEN1324	DE511	HSGEN1324 DE511	01	$50,000.00
						TOTAL		**$50,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$50,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$50,000.00**

Routing Slip

Department			
NIFS Entry	Alok Raman	07/15/2026 02:11PM	Approved
NIFS Final Approval	Seema Zaki	07/15/2026 04:06PM	Approved
Final Approval	Seema Zaki	07/15/2026 04:06PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/20/2026 04:43PM	Approved
RE & Insurance Verification	Shannon Molloy	07/16/2026 10:01AM	Approved
NIFS Approval	Mary Nori	07/24/2026 01:22PM	Approved
Final Approval	Mary Nori	07/24/2026 01:22PM	Approved
OMB			
NIFS Approval	Amanda Cohn	07/16/2026 12:25PM	Approved
NIFA Approval	Irfan Qureshi	07/22/2026 11:20AM	Approved
Final Approval	Irfan Qureshi	07/22/2026 11:20AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/24/2026 01:24PM	Approved
DCE Compliance Approval	Robert Cleary	08/05/2026 11:20AM	Approved
Vertical DCE Approval	Anissa Moore	08/05/2026 01:47PM	Approved
Final Approval	Anissa Moore	08/05/2026 01:47PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/28/2026 09:58AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO.   – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES AND MORRISON MENTORS INC

WHEREAS, the County has negotiated a personal services agreement with Morrison Mentors Inc, to provide the County with STEM and youth development services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with Morrison Mentors Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-369(the "Department"), and Morrison Mentors Inc., a New York State not-for-profit corporation, having its principal office at 250 Fulton Avenue, Ste M104, Hempstead New York 11550 (the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) Term.
   A. This Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2026 (the "Initial Term"), unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two (2) year period (the "Renewal Term"), for a possible total term of three (3) years, subject to the County's right of early termination as provided in the contract.

   B. The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) Services.
   A. The services and scope of work is to expand STEmpower Scholars, which is a year-round Positive Youth Development designed to address these inequities by equipping youth ages 16-24 with technical skills, leadership capacity and workforce readiness training.
   B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The County will make all final decisions regarding their IT system operations.
   C. Additional services are included as **EXHIBIT A.**
   D. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) Payment.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:

(b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Fifty Thousand and 00/100 Dollars ($50,000.00) DOLLARS.

(i) one third (⅓) of the Initial encumbrance shall be paid in advance upon the final execution of this Agreement; and

(ii) Starting with claims submitted for Services performed in April and continuing until September, the total advance will be deducted in equal installments from the monthly claims submitted. If claims for any of the six (6) months are less than the monthly amount being deducted, the Contractor shall submit with its claim a check payable to the County for the difference.

(iii) Subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.

(c) Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(d) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(e) **Timing of Payment Claims**. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

(g) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has received. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

5) **Independent Contractor**. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6) **No Arrears, Default and/or Claims.** The Contractor represents it 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 but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.

(a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.

(b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **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.

9) **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.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.

B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:

A. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

B. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

D. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

E. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;

F. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and

G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

    i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:

A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

C. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) Right to Works/Ownership of Work Product/Copyright.

A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non

-exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontrators, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

B. The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

C. The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

E. **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

   (1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

   (2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

   (3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **Insurance.**

A. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

B. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

C. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain 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.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (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.

B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the

County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **Termination**.

A. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. 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.

C. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

D. **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19) **Accounting Procedures; Records**.

A. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, 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.

20) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

A. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

B. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
   - i) Date and time of the breach;
   - ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
   - iii) The nature and extent of the breach;
   - iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **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.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

A. in writing to the above referenced addresses and in compliance with the below,

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,

  iv) 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

    (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,

    (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,

    (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and

    (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25) **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.

26) **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.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **Executory Clause**. Notwithstanding any other provision of this Agreement:

A. **Approval and Execution**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:

i) all County approvals have been obtained, including, if required, approval by the County Legislature, and

ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

B. **Availability of Funds**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29) **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.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

32) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

33) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

34) **Participation By Political Subdivisions, "PIGGY BACKING" (IF APPLICABLE):** The successful vendor agrees that all political subdivisions of Nassau County and/or 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 thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, … as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein….." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

MORRISON MENTORS INC

By: ____________________________

Name: Doron Spleen

Title: Executive Director

Date: 5/30/2026

NASSAU COUNTY

By: ____________________________

Name: ____________________________

Title:
____, County Executive
(or) ____, Chief Deputy County Executive
(or) ____, Deputy County Executive

Date: ____________________________

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 30 day of May in the year 2026 before me personally came Doron Spleen to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Executive Director of Morrison Mentors, 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.

VIRA BANGARU
Notary Public - State of New York
NO. 01BA0041214
Qualified in Queens County
My Commission Expires Sep 2, 2029

Vira Bangaru
NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ________day of ________ in the year ______ 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 the __________ of __________________________, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

____
NOTARY PUBLIC

NASSAU COUNTY
DEPT. OF SOCIAL SERVICES
JUN 11 2026
DOCUMENT DROP OFF

EXHIBIT A
ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

CONTRACTING AGENCY::Morrison Mentors Inc

AUTHORIZED AGENCY PERSON: Doron Spleen

ADDRESS: 250 Fulton Avenue, Ste M104, Hempstead, NY 11550

TERM: 01/01/26-12/31/26

CONTRACT AMOUNT: $50,000.00

Objective:
To expand STEmpower Scholars, which is a year-round Positive Youth Development (PYD) program designed to address these inequities by equipping youth ages 16-24 with technical skills, leadership capacity, and workforce readiness training, while embedding them in an intergenerational mentorship framework.

Activity:
STEmpower Scholars operates on a rolling admissions model, allowing participants to enter throughout the year, with a formal summer cohort offering a deeper immersion. The program engages 25-40 youth participants annually, primarily from high-need Nassau County communities, with room to expand as resources allow. Formal training typically runs for ~20 weeks, integrating the following three components:

1. **Technical Training (Weeks 1-10)** – Participants receive hands-on STEM instruction in high-demand fields such as computer hardware, 3D printing, robotics, renewable energy, graphic design, coding, and digital fabrication. Training includes facilitation techniques, classroom management, and engagement strategies to prepare participants for mentoring younger students.
2. **Mentorship Practicum (Weeks 11-20)** – Participants step into real classrooms as Assistant STEM Mentors, applying their technical skills while developing leadership and 21st-century skills. They guide small group activities, assist with lesson delivery, and serve as relatable role models to younger students.
3. **Ongoing Career & Leadership Development** – Throughout, participants attend workshops on workforce readiness, financial literacy, resume building, interview preparation, workplace professionalism, and more. Career exposure is facilitated via job-shadowing, and field trips with corporate and community partners.

Participants are paid hourly stipends for training, mentoring, and shadowing hours, reducing economic barriers and affirming their contributions. This payment structure directly addresses one of the main obstacles to youth engagement – lack of compensated opportunities. Participants are then offered opportunities to continue as official STEM Mentors in our STEM programs.

Performance Standards/Measures:

The STEmpower Scholars program is designed to address the specific educational and workforce readiness gaps facing youth in high-need Nassau County communities, while also contributing to the County's broader youth development goals. Annual **target objectives and expected outcomes** for participants include:

1. **Increase STEM Proficiency** – Achieve at least a 15% improvement in STEM knowledge among participants, measured by pre- and post-program assessments.
2. **Build STEM Identity** – Ensure at least 80% of participants report greater confidence in STEM fields and a stronger sense of belonging in STEM learning and career pathways.
3. **Enhance Workforce Readiness** – Ensure at least 85% of participants demonstrate improved 21st-century skills, including teamwork, communication, and self-management, by the end of the program cycle.
4. **Promote Career and Education Pathways** – Support at least 70% of participants in securing STEM-related jobs, internships, or enrollment in higher education programs aligned with their career interests.

Morrison Mentors uses both qualitative and quantitative data to refine programming, ensure accountability, and demonstrate impact to funders and stakeholders.

- **Quantitative Measures** – Pre- and post-assessments of technical skills; participant surveys measuring confidence, identity, and SEL growth; attendance and completion rates; number of mentorship hours delivered; job and education placement rates.
- **Qualitative Measures** – Testimonials from participants, parents, and instructors; reflective journals from participants; and partner feedback from job-shadowing and mentorship placements.

The New York State Network for Youth Success Quality Self-Assessment (QSA) tool will also be used to periodically evaluate program quality, strengthen alignment with PYD principles, and ensure that our collaborations deliver measurable, lasting outcomes. Approximately 2-3 elements will be reviewed annually. Fidelity checklists will also be used to ensure the program outputs are being delivered as planned

Technical and Capacity Building Instruction:

Use of contract funds:
The Contractor of funds exceeding $50,000 shall utilize a percentage of the contract amount to comply with the technical and capacity building requirement. Contractor shall utilize funds of not less than $1,000 and not greater than $2,000 of the total amount of the Contract. Contractor of funds totaling less than $50,000 shall receive receive an additional $1,000 for the strict purpose of complying with the Technical and Capacity Building Requirement.

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.

Definitions:

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.

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 **"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, blueprints 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.

Rule:

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:

   i) 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.

   ii) 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.

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

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

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

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

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

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

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Doron Spleen (Name)

   250 Fulton Avenue, Suite M104, Hempstead, NY 11550 (Address)

   516-286-9014 (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) 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.

May 30, 2026

Dated

Signature of Chief Executive Officer

Doron Spleen

Name of Chief Executive Officer

Sworn to before me this
30th day of May, 2026.

Vira Bangaru

Notary Public

VIRA BANGARU
Notary Public - State of New York
NO. 01BA0041214
Qualified in Queens County
My Commission Expires Sep 2, 2029

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Morrison Mentors Inc

2. Amount requiring NIFA approval: $150,000.00

Amount to be encumbered: $50,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/2026 to 12/31/2028
Has work or services on this contract commenced? Yes

If yes, please explain: CONTINUATION OF SERVICES

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
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:

To expand STEmpower Scholars, which is a year-round Positive Youth Development (PYD) program designed to address these inequities by equipping youth ages 16-24 with technical skills, leadership capacity, and workforce readiness training, while embedding them in an intergenerational mentorship framework.

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

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 07/22/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Doron Spleen [DSPLEEN@MMENTORS.ORG]

Dated: 07/14/2026 09:56:20 pm

Vendor: Morrison Mentors Inc

Title: Executive Director

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Brandon V. Ray
Date of birth: 9-18-82
Home address: 274 Randall Avenue
City: Freeport State: NY Zip Code: 11520
Business Address:
City: State: Zip Code:
Telephone:
Other present address(es):
City: State: Zip Code:
Telephone: 516-770-1895
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	X	Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

   a. Is there any felony charge pending against you?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   c. Is there any administrative charge pending against you?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

I, BRANDON V. RAY , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Morrison Mentors, Inc.
Name of submitting business

Signed and certified on the date indicated by:

Board Chairman
Title

6/20/26
Date

JURAT

State of New York
County of Nassau } ss.:

Subscribed and sworn to (or affirmed) before me this 20th day of June, 2026, by Brandon Ray, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) who appeared before me.

Vira Bangaru
(Signature of Notary Public)

Vira Bangaru
(Print Name of Notary Public)
Notary Public, State of New York
Qualified in the County of Queens
Commission No. 01BA0041214
My Commission Expires: Sep. 2, 2029

VIRA BANGARU
Notary Public - State of New York
NO. 01BA0041214
Qualified in Queens County
My Commission Expires Sep 2, 2029

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: Doron Spleen
Date of birth: 06/07/1983
Home address: 103 Vermont Avenue
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550
Country: US

Business Address: 250 Fulton Avenue, Suite M104
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550
Country US
Telephone: 5162869014

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

List of other addresses and telephone numbers attached

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

President	01/12/2012	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	01/12/2012	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

I created and continue to sustain the organization with my own funds and intellectual property.

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Doron Spleen , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Morrison Mentors Inc
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Doron Spleen DSPLEEN@MMENTORS.ORG

Executive Director
Title

07/14/2026 10:06:24 pm
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: 07/14/2026

1) Proposer's Legal Name: Morrison Mentors, Inc.

2) Address of Place of Business: 250 Fulton Avenue, Suite M104

City: Hemsptead State/Province/ Territory: NY Zip/Postal Code: 11550

Country: US

Address: 103 Vermont Avenue
City: Hempstead State/Province/ Territory: NY Zip/Postal Code: 11550
Country: US
Start Date: 06/01/2018 End Date: 11/01/2022

Address: 250 Fulton Avenue, Suite M104
City: Hempstead State/Province/ Territory: NY Zip/Postal Code: 11550
Country: US
Start Date: 01/15/2023 End Date:

Address: 352 Fulton Avenue
City: Hempstead State/Province/ Territory: NY Zip/Postal Code: 11550
Country: US
Start Date: 11/01/2021 End Date: 01/15/2023

3) Mailing Address (if different):

City: ______________________ State/Province/ Territory: __________ Zip/Postal Code: __________

Country: ______________________

Phone: ______________________

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

4) Dun and Bradstreet number: 080188596

5) Federal I.D. Number: 454581763

6) The proposer is a: Corporation (Describe) __________

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory

agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

Morrison Mentors is committed to conducting its work with honesty, transparency, and professionalism. We carefully review all new partnerships and projects to ensure there are no actual or potential conflicts of interest that could affect our ability to serve the County fairly and objectively. If any potential conflict were ever identified, we would promptly disclose it to the County and work collaboratively to resolve the matter in a manner that protects the integrity of the project. We are committed to maintaining open communication and acting in the best interests of the County and the communities we serve.

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

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/12/2012

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

Doron Spleen - Founder and CEO- 103 Vermont Avenue, Hempstead N.Y. 11550

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

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

30

vi) Annual revenue of firm;

1100000

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

14

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

Founder and Executive Director

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: Hempstead Hispanic Civic Associates
Contact Person: George Siberon
Address: 236 Main Street
City: Hempstead State/Province/Territory: NY
Country: US
Telephone: (516) 292-0007
Fax #:
E-Mail Address: hhca_gsiberon@optonline.net

Company: Hempstead Union Free District
Contact Person: James Clark
Address: 185 Peninsula Boulevard
City: Hempstead State/Province/Territory: NY
Country: US
Telephone: (516) 434-4000
Fax #:
E-Mail Address: jclark@hempsteadschools.org

Company: Economic Opportunity Commission of Nassau County, Inc.
Contact Person: Eric Poulson
Address: 134 Jackson Street
City: Hempstead State/Province/Territory: NY
Country: US
Telephone: (516) 292-9710
Fax #:
E-Mail Address: epoulson@eoc-nassau.org

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

I, Doron Spleen, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Name of submitting business: Morrison Mentors Inc

Electronically signed and certified at the date and time indicated by:
Doron Spleen DSPLEEN@MMENTORS.ORG

Executive Director
Title

07/14/2026
Date

Conflict of Interest and Compensation Policy of Arthur Morrison Mentors, Inc.
(“the Corporation”)

Adopted by the Board of Directors on September 2nd, 2021

I. Overview

1. Purpose

The purpose of this Conflict of Interest and Compensation Policy (the “policy”) is to protect the Corporation’s interests when it is considering taking an action or entering into a transaction that might benefit the private interests of a director, officer or **key person**[1], result in the payment of excessive compensation to a director, officer or key person; or otherwise violate state and federal laws governing conflicts of interest applicable to nonprofit, charitable organizations.

2. Why is a policy necessary?

As a nonprofit, charitable organization, the Corporation is accountable to both government agencies and members of the public for responsible and proper use of its resources. Directors, officers and employees have a duty to act in the Corporation’s best interests and may not use their positions for their own financial or personal benefit.

Conflicts of interest must be taken very seriously since they can damage the Corporation’s reputation and expose both the Corporation and affiliated individuals to legal liability if not handled appropriately. Even the appearance of a conflict of interest should be avoided, as it could undermine public support for the Corporation.

3. To whom does the policy apply?

This policy applies to all directors, officers and key persons (“you”)[2].

II. Identifying Conflicts of Interest

1. What is a conflict of interest?

A potential conflict of interest arises when a director, officer or key person, or that person’s **relative**[3] or business (a) stands to gain a financial benefit from an action the Corporation takes or a transaction into which the Corporation enters; or (b) has another interest that impairs, or could be seen to impair, the independence or objectivity of the director, officer or key person in discharging their duties to the Corporation.

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[1] **Key person** means a person, other than a director or officer, whether or not an employee of the Corporation, who:

a) has responsibilities, or exercises powers or influence over the Corporation as a whole similar to the responsibilities, powers, or influence of directors and officers;

b) manages the Corporation, or a segment of the Corporation that represents a substantial portion of the activities, assets, income, or expenses of the Corporation; or

c) alone or with others controls or determines a substantial portion of the Corporation’s capital expenditures or operating budget.

[2] Organizations may choose to make the policy applicable to all of their employees, not just key persons.

[3] **Relative** means a person’s spouse or domestic partner, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses or domestic partners of brothers, sisters, children, grandchildren and great-grandchildren.

2. **What are some examples of potential conflicts of interest?**
   It is impossible to list all the possible circumstances that could present conflicts of interest. Potential conflicts of interest include situations in which a director, officer or key person or that person's relative or business:
   - has an ownership or investment interest in any third party that the Corporation deals with or is considering dealing with;
   - serves on the board of, participates in the management of, or is otherwise employed by or volunteers with any third party that the Corporation deals with or is considering dealing with;
   - receives or may receive compensation or other benefits in connection with a transaction into which the Corporation enters;
   - receives or may receive personal gifts or loans from third parties dealing with the Corporation;
   - serves on the board of directors of another nonprofit organization that is competing with the Corporation for a grant or contract;
   - has a close personal or business relationship with a participant in a transaction being considered by the Corporation;
   - would like to pursue a transaction being considered by the Corporation for their personal benefit.

3. In situations where you are uncertain, err on the side of caution and disclose the potential conflict as set forth in Section III of this policy.

4. **A potential conflict is not necessarily a conflict of interest**. A person has a conflict of interest only if the audit committee decides, pursuant to Section IV of this policy, that a conflict of interest exists.[4]

III. Disclosing Potential Conflicts of Interest

1. You must disclose to the best of your knowledge all potential conflicts of interest as soon as you become aware of them and always before any actions involving the potential conflict are taken. Submit a signed, written statement disclosing all the material facts to the audit committee.

2. You must file an annual disclosure statement in the form attached to this policy. **If you are a director**, you must also file this statement prior to your initial election. Submit the form to the chair of the audit committee.

IV. Determining Whether a Conflict of Interest Exists[5]

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[4] Alternatively, the policy could provide for disclosure (1) to the board of directors, in which case, the board would decide both whether there is a conflict and how to handle the conflict; or (2) to a different board committee.

[5] Alternatively, the policy could provide for disclosure (1) to the board of directors, in which case, the board would decide both whether there is a conflict and how to handle the conflict; or (2) to a different board committee.

1. After there has been disclosure of a potential conflict and after gathering any relevant information from the concerned director, officer or key person, the audit committee shall determine whether there is a conflict of interest. The director, officer or key person shall not be present for deliberation or vote on the matter and must not attempt to influence improperly the determination of whether a conflict of interest exists.

2. In determining whether a conflict of interest exists, the audit committee shall consider whether the potential conflict of interest would cause a transaction entered into by the Corporation to raise questions of bias, inappropriate use of the Corporation's assets, or any other impropriety.

3. A conflict always exists in the case of a **related party transaction –** a transaction, agreement or other arrangement in which a **related party**[6] has a financial interest and in which the Corporation or any affiliate of the Corporation is a participant.[7]

4. If the audit committee determines that there is a conflict of interest, it shall refer the matter to the board of directors ("board").

V. Procedures for Addressing a Conflict of Interest

1. When a matter involving a conflict of interest comes before the board, the board may seek information from the director, officer or key person with the conflict prior to beginning deliberation and reaching a decision on the matter. However, a conflicted person shall not be present during the discussion or vote on the matter and must not attempt to influence improperly the deliberation or vote.

2. **Additional Procedures for Addressing Related Party Transactions**
   a. The Corporation may not enter into a related party transaction unless, after good faith disclosure of the material facts by the director, officer or key person, the board or a committee authorized by the board determines that the transaction is fair, reasonable and in the Corporation's best interest at the time of such determination.

   b. If the related party has a substantial financial interest, the board or authorized committee shall:

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[6] A **related party** is:
1. a director, officer or key person of the Corporation or any affiliate of the Corporation, or
2. a relative of any individual described in (1), or
3. an entity in which any individual described in (1) or (2) has an ownership or beneficial interest of 35% or more, or in the case of a partnership or professional Corporation, a direct or indirect ownership interest in excess of 5%.

[7] A transaction is not a related party transaction if:
1. the transaction, or the related party's financial interest in the transaction, is *de minimis*;
2. the transaction would not customarily be reviewed by the board or the boards of similar organizations in the ordinary course of business and is available to others on the same or similar terms;
3. the transaction constitutes a benefit provided to a related party solely as a member of a class of the beneficiaries that the Corporation intends to benefit as part of the accomplishment of its mission (and that benefit is available to all similarly situated members of the same class on the same terms).

i. prior to entering into the transaction, consider alternative transactions to the extent available;

ii. approve the transaction by a vote of not less than a majority of the directors present at the meeting; and

iii. contemporaneously document in writing the basis for its approval, including its consideration of any alternative transactions.

VI. Minutes and Documentation

The minutes of any board meeting at which a matter involving a conflict of interest or potential conflict of interest was discussed or voted upon shall include:

a. the name of the interested party and the nature of the interest;

b. the decision as to whether the interest presented a conflict of interest;

c. any alternatives to a proposed contract or transaction considered by the board; and

d. if the transaction was approved, the basis for the approval.

VII. Prohibited Acts

The Corporation shall not make a loan to any director or officer.

VIII. Procedures for Determining Compensation

1. No person shall be present for or participate in board or committee discussion or vote pertaining to:

a. their own compensation;

b. the compensation of their relative;

c. the compensation of any person who is in a position to direct or control them in an employment relationship;

d. the compensation of any person who is in a position to directly affect their financial interests; or

e. any other compensation decision from which the person stands to benefit.

2. In the case of compensation of Key Persons, the following additional procedures apply:

a. The board or a committee authorized by the board shall approve compensation before it is paid.

b. The board or authorized committee shall base approval of compensation on appropriate data, including compensation paid by comparable organizations (three are sufficient if the Corporation’s income is less than $1,000,000) for functionally similar positions, availability of similar services in the geographic area of the Corporation, and compensation surveys compiled by independent firms.

c. The board or authorized committee shall contemporaneously document:

- i. the terms of compensation and date of determination;
- ii. the members of the board or committee who were present and those who voted for it;
- iii. the comparability data relied on and how it was obtained;
- iv if the compensation is higher or lower than the range of comparable data, the basis for the determination, and;
- v. any actions with respect to consideration of the compensation by anyone on the board or committee who had a conflict of interest with respect to the matter.

Arthur Morrison Mentors, Inc.

Conflict of Interest Disclosure Statement

By signing below, I affirm that:

1. I have received and read a copy of the Conflict of Interest and Compensation Policy;
2. I agree to comply with the policy;
3. I have no actual or potential conflicts as defined by the policy or if I have, I have previously disclosed them as required by the policy or am disclosing them below.

Disclose here, to the best of your knowledge:

1. any entity in which you participate (as a director, officer, employee, owner, or member) with which the Corporation has a relationship;
2. any transaction in which the Corporation is a participant as to which you might have a conflicting interest; and
3. any other situation which may pose a conflict of interest.

Name:

Position:

Signature:

Date:

Board of Directors

NAME & CONTACT INFORMATION	CURRENT AFFILIATION	BOARD POSITION
Brandon V. Ray 274 Randall Avenue, Freeport, NY 11520 brandonvray@gmail.com	Director of D&I Partnerships Charter Communications	Chairman
Dominique Miller 59 Nassau Parkway, Hempstead, NY 11550 dominique.f.miller@gmail.com	Psychiatric Social Worker Visiting Nurse Services of New York	Member
Sheila Duke 1276 Dekoven St, Rockville Centre, NY 11570 sheilajduke@outlook.com	Executive Director Roads to Success	Member
Omari Holtz 792 Southard St, Baldwin, NY 11510 omariholtz@microsoft.com	Cloud Solutions Architect Microsoft	Member

COUNTY OF NASSAU

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

1. Name of the Entity: Morrison Mentors, Inc.

Address: 103 Vermont Avenue

City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550

Country: US

2. Entity's Vendor Identification Number: 454581763

3. Type of Business: Public Corp (specify)

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

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

None. I am the sole owner and shareholder of the business.

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

None.

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

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

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

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.

Electronically signed and certified at the date and time indicated by:
Doron Spleen [DSPLEEN@MMENTORS.ORG]

Dated: 07/14/2026 10:07:07 pm

Title: Executive Director

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

Board of Directors

NAME & CONTACT INFORMATION	CURRENT AFFILIATION	BOARD POSITION
Brandon V. Ray 274 Randall Avenue, Freeport, NY 11520 brandonvray@gmail.com	Director of D&I Partnerships Charter Communications	Chairman
Dominique Miller 59 Nassau Parkway, Hempstead, NY 11550 dominique.f.miller@gmail.com	Psychiatric Social Worker Visiting Nurse Services of New York	Member
Sheila Duke 1276 Dekoven St, Rockville Centre, NY 11570 sheilajduke@outlook.com	Executive Director Roads to Success	Member
Omari Holtz 792 Southard St, Baldwin, NY 11510 omariholtz@microsoft.com	Cloud Solutions Architect Microsoft	Member

Nassau County Human Services
Universal Budget Form

Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: MORRISON MENTORS, INC.

Program Name: STEmpower Scholars

To Start Working on Your Budget Click Here

The Section Below Will Be Completed By the Human Service Department You Are Contracting With:

Contract # CQHS26000064

Contract Period Start: (MM/DD/YY) 01/01/26

End: (MM/DD/YY) 12/31/26

Enter Whole # Only

State Reimbursement %

Federal Reimbursement %

HS Only: Click Here To See The Fiscal Summary

To Start Working on Your Budget Click Here

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # **CQHS26000064**
Contract Name: **MORRISON MENTORS, INC.**
Program Name: **STEmpower Scholars**

Budget Summary

Select Line To Work On Here	Line #	Expense type	Total $
Work on Salary and Fringe	1a	Salary	$44,000
	1b	Fringe	$0
	1 Total	Personnel (Salary plus Fringe)	$44,000
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$0
Work on Line 4	4	Equipment	$0
Work on Line 5	5	Supplies	$0
Work on Line 6	6	Contractual Services	$0
Work on Line 7	7a	Rent	$6,000
	7b	Utilities	$0
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$0
Work on Line 10	10	Administrative Overhead	$0
		Gross Expenditures (Lines 1 – 10)	$50,000
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$50,000
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$50,000

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Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval

Universal Budget Form
Nassau County Human Services

Line 1 - Personnel

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Cost of salaries and/or wages of personnel assigned to the project

-------- Contract Amount Only -------

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary $	Fringe $	Total $
Executive Director - Doron Spleen	1	Provides strategic leadership, fiscal oversight and program reporting	0.10	$12,000		$12,000
Program Coordinator - Dayanara Pineda	1	Manages daily operations and participant coordination	1.00	$10,500		$10,500
Senior STEM Instructor - Marquis Belizairo	1	Oversees instruction and mentors STEM staff	0.25	$10,500		$10,500
Program Associate - Ian Sebbowa	1	Supports registration, program logistics, and data tracking	0.40	$11,000		$11,000
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Line 1 Total		n/a	n/a	$44,000	$0	$44,000

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

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Universal Budget Form
Nassau County Human Services

Line 2 - Consultants ***Return to Summary Page***

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2 Personnel Costs and Line 9 Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense	FTE	Total $
Line 2 Total		n/a		$0

Note(s): ***Return to Summary Page***

1. For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to
2. Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).
3. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

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Universal Budget Form
Nassau County Human Services

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Line 3 - Travel / Per diem / Transportation

Expense type: **Travel / Per Diem**	**Explanation - Description of Expense**	**Total $**
Line 3 Total	n/a	$0

Note(s): ***Return to Summary Page***

1. Costs of transportation, mileage allowance, lodging, subsistence, and related items incurred by contractor staff on project-related travel, and client transportation. This expense type does not include consultant travel costs.
2. Aggregate separately for staff and client expenses.

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Universal Budget Form
Nassau County Human Services

Line 4 - Equipment ***Return to Summary Page***

Costs of all nonexpendable, tangible personal property.

Expense type: **Equipment Rental**	**Explanation - Description of Expense**	**Total $**

Note(s): ***Return to Summary Page***

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: **Equipment Purchase**	**Explanation - Description of Expense**	**Total $**

Note(s): ***Return to Summary Page***

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department.

Line 4 Total	n/a	$0

Note(s): ***Return to Summary Page***

1. Total the cost of equipment purchases and rentals.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 5 - Supplies

Return to Summary Page

Cost of supplies

Expense type: **Supplies**	**Explanation - Description of Expense**	**Total $**
Line 5 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project. Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.
2. Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply.

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Universal Budget Form
Nassau County Human Services

Line 6 - Contractual Services ***Return to Summary Page***

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	Explanation - Description of Expense	Total $
Line 6 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of indirect services acquired by the contractor under a separate contract or subcontract.
2. Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expens
3. Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

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Universal Budget Form
Nassau County Human Services

Line 7 a - Rent ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
Program Space Rental	Supports facility rental costs for program instruction, training sessions, and preparation for mentorship activities	$6,000
Line 7 Total	n/a	$6,000

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

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Universal Budget Form
Nassau County Human Services

Line 7 b- Utilities ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	**Explanation - Description of Expense**	**Total $**
Line 7 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

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Universal Budget Form
Nassau County Human Services

Line 8 - Department Specific Costs

Please itemize all expenses

Return to Summary Page

Expense type: **Dept. Specific Costs**	**Explanation - Description of Expense**	**Total $**
Line 8 Total	n/a	$0

Return to Summary Page

Note(s):

1. List any department specific cost or expense that cannot be listed on any other budget line. Provide computations (where appropriate), a narrative description and a justification for each cost under this expense type.

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Universal Budget Form
Nassau County Human Services

Line 9 - Misc./Other Costs ***Return to Summary Page***
Please itemize all expenses

Expense type: **Misc./Other Costs**	**Explanation - Description of Expense**	**Total $**
Line 9 Total	n/a	$0

Return to Summary Page

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

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Universal Budget Form
Nassau County Human Services

Line 10 - Administrative Overhead

Administrative Overhead costs

Return to Summary Page

		-------- Contract Amount Only -------		
Expense type: Administrative Overhead	Explanation - Description of Expense	Salary $	Fringe $	Total $
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Line 10 Total	n/a	$0	$0	$0

Return to Summary Page

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 11 - Revenue

Please itemize all revenue, income, agency contribution, and matches, if any, expected to be generated from this project.

Return to Summary Page

Revenue type: Income/Matches	**Explanation - Description of Revenue**	**Total $**
Line 11 Total	n/a	$0

Return to Summary Page

Note(s):

1. Describe the nature, source and anticipated use of project revenue, income, agency contribution, and matches, if any. Provide computations, a narrative description and a justification for each category.

Return to Summary Page

Agency Contribution

List any agency contributions that are not part of Revenue in Line 11.

Return to Summary Page

Agency Contribution		**Total $**
Agency Contribution Total	n/a	$0

Note(s):

1. Describe any agency contributions not accounted for in line 11. This is a Department specific item and does not apply to all contracts. Check with your Department.

Return to Summary Page

Nassau County Human Services
Universal Budget Form

Fiscal Summary

Return to Face Sheet

Contract # 0
Contract Period Start:
End: 01/00/00
Contractor Name: MORRISON MENTORS, INC.
Program Name: STEmpower Scholars

Expense type	**Total $**
Personnel (Salary plus Fringe)	$42,500
OTPS	$7,500
Administrative Overhead	$0
Gross Expenditures (Lines 1 – 10)	$50,000
Revenue, Income, Agency Contribution, Matches	$0
Net Budget Total (Lines 1 – 10 minus line 11)	$50,000
Agency Contribution	$0
Net Contract Total (Net Budget Total minus Agency Contribution)	$50,000

Return to Face Sheet

Source	**Total $**	**Percentage**
State	$-	0
Federal	$-	0
Sub Total – State/Fed	$0	0
Local	$-	100
Total	$0	100

Return to Face Sheet

Nassau County Human Services
Universal Budget Form

Fiscal Summary

Return to Face Sheet

Contract # CQHS26000064
Contract Period Start: 01/01/26
End: 12/31/26
Contractor Name: MORRISON MENTORS, INC.
Program Name: STEmpower Scholars

Expense type	**Total $**
Personnel (Salary plus Fringe)	$42,500
OTPS	$7,500
Administrative Overhead	$0
Gross Expenditures (Lines 1 – 10)	$50,000
Revenue, Income, Agency Contribution, Matches	$0
Net Budget Total (Lines 1 – 10 minus line 11)	$50,000
Agency Contribution	$0
Net Contract Total (Net Budget Total minus Agency Contribution)	$50,000

Return to Face Sheet

Source	**Total $**	**Percentage**
State	$-	0
Federal	$-	0
Sub Total – State/Fed	$0	0
Local	$-	100
Total	$0	100

Return to Face Sheet

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

JILL D. NEVIN
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

60 Charles Lindbergh Boulevard Uniondale, New York 11553-3687
Phone: (516) 227-8930 Fax: (516) 227-8971

TO: Robert Cleary, Chief Procurement and Compliance Officer, Nassau County

FROM: Seema Zaki, Accounting System Specialist, Department of Human Services

DATE: June 23, 2026

SUBJECT: Delay Memo for Morrison Mentors -CQHS26000064

The 2026 Contract was sent to the Agency on 05/26/26 after approval of the RFP by the County.

Contract period is from 01/01/26-12/31/26.

Boar Chairs's PQ was received on 06/22/26. The 2026 package was uploaded to ECRS when the required documents were compiled.

If you have any questions, please reach out to me at (516) 227- 7003.

Thank you,

Seema Zaki

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/26/2026

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

SALERNO BROKERAGE CORPORATION
117 Oak Drive
Syosset NY 11791

CONTACT NAME: Luciana Conte
PHONE (A/C, No, Ext): (516) 364-4044
FAX (A/C, No): (516) 364-5901
E-MAIL ADDRESS: lconte@salernoins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Mount Vernon Fire Insurance Company	26522
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Morrison Mentors, Inc.
250 Fulton Avenue
Hempstead NY 11575

COVERAGES **CERTIFICATE NUMBER:** 26-27 master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Professional Liability			NPP2577577E	04/16/2026	04/16/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $3,000,000 aggregate	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ INCLUDED $ 1,000,000 ea incid
	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 Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (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	SEXUAL ABUSE & MOLESTATION			NPP2577577E	04/16/2026	04/16/2027	AGGREGATE OCCURRENCE	200,000 100,000

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

Nassau County Department of Human Services as additional insured as per written contract or agreement

CERTIFICATE HOLDER

Nassau County Department of Human Services Office of Youth
60 Charles Lindbergh Boulevard
Suite 220
Uniondale NY 11553

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Luciana N Conte

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
MORRISON MENTORS INC.
250 Fulton Avenue, Suite M104
HEMPSTEAD, NY 11550

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-286-9014

1c. Federal Employer Identification Number of Insured or Social Security Number
454581763

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County Department of Human Services
60 Charles Lindburgh Boluevard, NE 2, Suite 200
Uniondale, NY 11553

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL548252

3c. Policy effective period
01/01/2026 to 12/31/2026

4. Policy provides the following benefits:
- ☑ A. Both disability and paid family leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid family leave benefits only.

5. Policy covers:
- ☑ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/30/2026 By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed ______ By ______

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number ______ Name and Title ______

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 15, 2026

County of Nassau
1550 FRANKLIN AVE
MINEOLA NY 11501-4801

Account Information:

Policy Holder Details :	**Morrison Mentors INC**

Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

NEW YORK STATE

Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (use street address only)

MORRISON MENTORS INC
250 FULTON AVE STE M104
HEMPSTEAD NY 11550-3918

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*

1b. Business Telephone Number of Insured

(516) 286-9014

1c. NYS Unemployment Insurance Employer Registration Number of Insured

1d. Federal Employer Identification Number of Insured or Social Security Number

45-4581763

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

County of Nassau
1550 FRANKLIN AVE
MINEOLA NY 11501-4801

3a. Name of Insurance Carrier
Hartford Casualty Insurance Company
29424

3b. Policy Number of Entity Listed in Box "1a":
76 WEG BF6FF2

3c. Policy effective period:
05/17/2026 to 05/17/2027

3d. The Proprietor, Partners or Executive Officers are

☐ Included. (Only check box if all partners/officers included)

☒ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Jessica Rolley
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: Jessica Rolley 07/15/2026
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (877) 287-1312

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Certified: --

E-100-26

FILED BY THE NASSAU COUNTY CLERK OF
THE LEGISLATURE AUGUST 28, 2026
12:55 PM

NIFS ID: CQTS26000007

Capital:

Contract ID #: **CQTS26000007**

NIFS Entry Date: **06/30/2026**

DPW Contract Number: **CQTS26000007**

Department: Public Works

Service: **Stop DWI 2026-2030 Enforcement**

Term: from **01/01/2026** to **12/31/2030**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Inc. Village of Hempstead**	ID#:**116000842**
Main Address: **99 James A Garner Way** **Hempstead, NY 11550**	
Main Contact: **Larry Lutz**	
Main Phone: **(516) 478-6287**	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave.** **Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI.

Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made according to the STOP-DWI Annual Plan that is approved by the Commissioner of the Department of Motor Vehicles. Each contract contains a line item program budget and proposed expenditures are made in accordance with that budget plan which is approved by both the county and the municipality. All expenses are 100% reimbursable.

Description of General Provisions: The contract will provide for police overtime enforcement for DWI enforcement, and equipment and/or training that may improve the county's enforcement efforts in the DWI /DWAI detection and arrest processing areas.

Impact on Funding / Price Analysis: Funds are 100% reimbursable and no county match is required. The maximum amount is $125,000 for a 5 year term. Initial encumbrance is $25,000.00

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee

- ☑ Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT8100OTH	DE500	TSGRT8100OTH DE500	01	$25,000.00
Grant Number	TS81							
Grant Detail	26							
						TOTAL		**$25,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$25,000.00
Capital	$0.00
Other	$0.00
Total	**$25,000.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:50AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:51PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:51PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	07/10/2026 02:20PM	Approved
RE & Insurance Verification	Kemely Weiss	07/10/2026 02:20PM	Approved
NIFS Approval	Mary Nori	07/16/2026 03:43PM	Approved
Final Approval	Mary Nori	07/16/2026 03:43PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:19AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:33PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:33PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:16PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:21PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/28/2026 12:51PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

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 THE VILLAGE OF HEMPSTEAD.

WHEREAS, the County has negotiated a personal services agreement with the Village of Hempstead, to provide enforcement of STOP DWI laws, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Village of Hempstead.

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 Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) The Village of Hempstead, having its principal office at 99 James A. Garner Way, Hempstead, New York 11550 (the "Contractor").

WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State Governor's Traffic Safety Committee to be utilized for the increased enforcement of impaired driving laws; and

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

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services").

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Twenty Five Thousand Dollars ($25,000.00) per Agreement year, for a total sum of One Hundred Twenty Five Thousand Dollars ($125,000.00) (the "Maximum Amount"). The Maximum Amount shall be used solely for police officer salaries respecting the enforcement of Section 1192.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) 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.

(e) 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 disclosure form(s), if applicable, 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.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
(vi) The Contractor has obtained the certifications required by the Vendor Code of

Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) 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 limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the

Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the

Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." 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.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. 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.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. 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.

18. 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.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals 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.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

The Incorporated Village of Hempstead

By: Waylyn Hobbs Jr
Name: WAYLYN HOBBS Jr.
Title: MAYOR
Date: 02/18/26.

NASSAU COUNTY

By:

Name:
Title: County Executive
☐ Deputy County Executive
Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18 day of FEBRUARY in the year 2026 before me personally came WAYLYN HOBBS JR. 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 the MAYOR of THE VILLAGE OF HEMPSTEAD, 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.

Patricia Perez

NOTARY PUBLIC

Patricia Perez
Notary Public, State of New York
Lic. #01PE6251022
Qualified in Nassau County
My Commission Expires Jan 02, 2028

Waylyn Hobbs

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 the 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"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Richard Holland (Name)

   99 James A. Garner Way Hempstead, N.Y. 11559 (Address)

   516-478-6309 (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.

3/5/26
Dated

Signature of Chief Executive Officer

Richard Holland
Name of Chief Executive Officer

Sworn to before me this
5th day of MARCH, 2026

Notary Public

ALAMZEB K. AMIN
01AM6352804
MY COMMISSION EXPIRES 01/03/2029

COUNTY OF NASSAU

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

1. Name of the Entity: Incorporated Village of Hempstead

Address: 99 James A Garner Way

City: HEMPSTEAD State/Province/Territory: NY Zip/Postal Code: 11550

Country: US

2. Entity's Vendor Identification Number: 11-6000842

3. Type of Business: Other (specify) Government Municipality

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):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Waylyn Hobbs, Jr. - Mayor, Jeffery Daniels - Deputy Mayor, Noah Burroughs, Tanya L. Carter, William R. Whitaker II - Trustees. These are our Board of Directors. Why I cannot add them to #4, I do not know.

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

None

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

Are there lobbyists involved in this matter?

YES [ ] NO [X]

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
LARRY LUTZ [LLUTZ@VILLAGEOFHEMPSTEADNY.GOV]

Dated: 05/07/2026 11:18:07 am

Title: Purchasing Agent

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.

Village of Hempstead Board of Trustees

Mayor Waylyn Hobbs, Jr.	99 James A Garner Way, Hempstead, NY 11550
Deputy Mayor Jeffery Daniels	99 James A Garner Way, Hempstead, NY 11550
Trustee Noah Burroughs	99 James A Garner Way, Hempstead, NY 11550
Trustee Tanya L. Carter	99 James A Garner Way, Hempstead, NY 11550
Trustee William R. Whitaker, II	99 James A Garner Way, Hempstead, NY 11550

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: Village of Hempstead, CQTS26000007
STOP DWI/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Certified: --

E-101-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 28, 2026 12:57 PM

NIFS ID: CQTS26000006

Capital:

Contract ID #: **CQTS26000006**
NIFS Entry Date: **06/30/2026**
DPW Contract Number: **CQTS26000006**

Department: Public Works

Service: **Stop DWI 2026-2030 Enforcement**
Term: from **01/01/2026** to **12/31/2030**
Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Village of Freeport**	ID#:**116002111**
Main Address: **11 Richmond Street** **Freeport, NY 11520** Contract Specific Address: **46 N. Ocean Avenue** **Freeport, NY 11520**	
Main Contact: **Jeanne Jordan**	
Main Phone:	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave.** **Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide fundinhttps://apex5.nassaucountyny.gov/ords/f?p=449:2:716083012856:::2:P2_ID,P2_CANCEL_PAGE:2968491631140269879562,7&cs=1_qmPKLO2uLkiu52eIMrSBMnazCJUKQganepHUs_PatIo5n8ZIn3zYRvVFO_q5Qw0YZmGWY_euEyrJcY53tv3eA#R2909103248729570497g for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI.

Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made according to the STOP-DWI Annual Plan that is approved by the Commissioner of the Department of Motor Vehicles. Each contract contains a line item program budget and proposed expenditures are made in accordance with that budget plan which is approved by both the county and the municipality. All expenses are 100% reimbursable.

Description of General Provisions: The contract will provide for police overtime enforcement for DWI enforcement, and equipment and/or training that may improve the county's enforcement efforts in the DWI /DWAI detection and arrest processing areas.

Impact on Funding / Price Analysis: Funds are 100% reimbursable and no county match is required. The maximum amount is $75,000 for a 5 year term. Initial encumbrance is $15,000.00

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor’s Traffic Safety Committee

- ☑ Contractor’s selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller’s Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT8100OTH	DE500	TSGRT8100OTH DE500	01	$15,000.00
Grant Number	TS81							
Grant Detail	26							
						TOTAL		**$15,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$15,000.00
Capital	$0.00
Other	$0.00
Total	**$15,000.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:48AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:50PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:50PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	07/10/2026 02:18PM	Approved
RE & Insurance Verification	Kemely Weiss	07/10/2026 02:18PM	Approved
NIFS Approval	Mary Nori	07/16/2026 03:45PM	Approved
Final Approval	Mary Nori	07/16/2026 03:45PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:19AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:15PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:19PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/28/2026 12:53PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

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 THE VILLAGE OF FREEPORT.

WHEREAS, the County has negotiated a personal services agreement with the Village of Freeport, to provide enforcement of STOP DWI laws, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Village of Freeport.

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 Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) The Village of Freeport, having its principal office at 46 North Ocean Avenue, Freeport, New York 11520 (the "Contractor").

WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State Governor's Traffic Safety Committee to be utilized for the increased enforcement of impaired driving laws; and

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

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services").

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Fifteen Thousand Dollars ($15,000.00) per Agreement year, for a total sum of Seventy-Five Thousand Dollars ($75,000.00) (the "Maximum Amount"). The Maximum Amount shall be used solely for police officer salaries respecting the enforcement of Section 1192.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor

and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) 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.

(e) 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 disclosure form(s), if applicable, 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.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have

participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) 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 limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance

carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." 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.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. 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.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. 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.

18. 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.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals 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.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

The Incorporated Village of Freeport

By: 4/24/26

Name: Robert . T. Kennedy .

Title: Mayor

Date:

NASSAU COUNTY

By:

Name:

Title: County Executive

☐ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

Approved as to form

Deputy Village Attorney

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 24 day of April in the year 2026 before me personally came Robert T Kennedy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Chief Executive Officer of Village of Freeport, 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.

Lisa M

NOTARY PUBLIC

LISA M DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2029

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 the 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"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Robert T. Kennedy (Name)

   46 N. Ocean Ave Freeport NY 11520 (Address)

   516-377-2252 (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.

3/10/26
Dated

3/10/26
Signature of Chief Executive Officer

Robert T Kennedy
Name of Chief Executive Officer

Sworn to before me this

10 day of March, 2026.

PamelaWalshBoening
Notary Public

Pamela A. Walsh Boening
Notary Public State of New York
No. 01WA6213579
Qualified in Nassau County
Commission Expires November 9, 2029

Approved as to form
Deputy Village Attorney

COUNTY OF NASSAU

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

1. Name of the Entity: Village of Freeport

Address: 46 North Ocean Avenue

City: Freeport State/Province/Territory: NY Zip/Postal Code: 11520

Country: US

2. Entity's Vendor Identification Number: 11-6002111

3. Type of Business: Other (specify) government agency

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):

3 File(s) uploaded: Board Member List.doc, Board Members.xlsx, Board Members.xlsx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

None, Non Profit organization. No shareholders, members, or partners

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

None

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Jeanne Jordan [JJORDANFCDA@OPTONLINE.NET]

Dated: 02/27/2026 08:51:40 am

Title: Executive director

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

Village of Freeport Board of Trustees

Deputy Mayor Jorge Martinez

46 North Ocean Ave Freeport, NY 11520

Phone: 516.713.2079

E-Mail: jmartinez@freeportny.gov

Trustee Christopher Squeri

46 North Ocean Ave Freeport, NY 11520

Phone: 516.523.3444

E-Mail: csqueri@freeportny.gov

Trustee Evette Sanchez

46 North Ocean Ave Freeport, NY 11520

Phone: 516.805.1119

E-Mail: esanchez@freeportny.gov

Trustee Jacques Butler

46 North Ocean Ave Freeport, NY 11520

Phone: 516.317.2072

E-Mail: jbutler@freeportny.gov

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: Village of Freeport, CQTS26000006
STOP DWI/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Certified: --

E-102-26

FILED BY THE NASSAU COUNTY CLERK OF THE
LEGISLATURE AUGUST 28, 2026
1:03 PM

NIFS ID: CQTS26000005

Capital:

Contract ID #: **CQTS26000005**

NIFS Entry Date: **06/30/2026**

DPW Contract Number: **CQTS26000005**

Department: Public Works

Service: **Stop DWI 2026-2030 Enforcement**

Term: from **01/01/2026** to **12/31/2030**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Inc. Village of Floral Park**	ID#:**116000840**
Main Address: **One Floral Blvd** **Floral Park, NY 11001**	
Main Contact: **Gerard Bambrick**	
Main Phone: **(516) 326-6300**	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave.** **Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI.

Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made according to the STOP-DWI Annual Plan that is approved by the Commissioner of the Department of Motor Vehicles. Each contract contains a line item program budget and proposed expenditures are made in accordance with that budget plan which is approved by both the county and the municipality. All expenses are 100% reimbursable.

Description of General Provisions: The contract will provide for police overtime enforcement for DWI enforcement, and equipment and/or training that may improve the county's enforcement efforts in the DWI /DWAI detection and arrest processing areas.

Impact on Funding / Price Analysis: Funds are 100% reimbursable and no county match is required. The maximum amount is $50,000 for a 5 year term. Initial encumbrance is $10,000.00

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee

☑ Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT8100OTH	DE500	TSGRT8100OTH DE500	01	$10,000.00
Grant Number	TS81							
Grant Detail	26							
						TOTAL		**$10,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$10,000.00
Capital	$0.00
Other	$0.00
Total	**$10,000.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:45AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:49PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:49PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	07/10/2026 02:16PM	Approved
RE & Insurance Verification	Kemely Weiss	07/10/2026 02:16PM	Approved
NIFS Approval	Mary Nori	07/16/2026 03:46PM	Approved
Final Approval	Mary Nori	07/16/2026 03:46PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:18AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:13PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:17PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/28/2026 12:56PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

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 THE VILLAGE OF FLORAL PARK.

WHEREAS, the County has negotiated a personal services agreement with the Village of Floral Park, to provide enforcement of STOP DWI laws, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Village of Floral Park.

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 Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) The Village of Floral Park, having its principal office at 1 Floral Boulevard, Floral Park, New York 11001 (the "Contractor").

WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State Governor's Traffic Safety Committee to be utilized for the increased enforcement of impaired driving laws; and

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

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services").

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Ten Thousand Dollars ($10,000.00) per Agreement year, for a total sum of Fifty Thousand Dollars ($50,000.00) (the "Maximum Amount"). The Maximum Amount shall be used solely for police officer salaries respecting the enforcement of Section 1192.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor

and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) 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.

(e) 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 disclosure form(s), if applicable, 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.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have

participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) 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 limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance

carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." 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.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. 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.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. 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.

18. 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.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals 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.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

The Incorporated Village of Floral Park

By: KMFitzgerald

Name: Kevin M. Fitzgerald

Title: Mayor

Date: 5/5/26

NASSAU COUNTY

By: ____________________

Name: ____________________
Title: County Executive
☐ Deputy County Executive
Date: ____________________

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5 day of May in the year 20 26 before me personally came Kevin M. Fitzgerald 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 Mayor of The Incorporated Village of Floral Park, 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

Joseph O'Grady

JOSEPH O'GRADY
Notary Public, State of New York
No. 01O0021468
Qualified in Nassau County
Commission Expires 02/23/2028

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 the 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"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Kevin M. Fitzgerald (Name)

   1 Floral Boulevard, Floral Park, NY (Address)

   (516) 326-6300 (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.

5/5/26
Dated

Signature of Chief Executive Officer

Kevin M. Fitzgerald
Name of Chief Executive Officer

Sworn to before me this
5 day of May, 2026.
Joseph O'Grady
Notary Public

JOSEPH O'GRADY
Notary Public, State of New York
No. 01O0021468
Qualified in Nassau County
Commission Expires 02/23/2028

COUNTY OF NASSAU

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

1. Name of the Entity: Inc. Village of Floral Park

Address: One Floral Boulevard

City: Floral Park State/Province/Territory: NY Zip/Postal Code: 11001

Country: US

2. Entity's Vendor Identification Number: 116000840

3. Type of Business: Other (specify) Municipal Corporation - Government Agency

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

1 File(s) uploaded: Floral Park Village Board 10.09.2025.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Not applicable. The Village of Floral Park is a government agency which does not have shareholder, members or partners.

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.

Not applicable

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Gerard M. Bambrick [GBAMBRICK@FPVILLAGE.ORG]

Dated: 05/29/2026 12:07:16 pm

Title: Village Administrator-Treasurer

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.

Kevin M Fitzgerald, Mayor	One Floral Blvd, Floral Park, NY 11001
Lynn Pombonyo, Trustee	One Floral Blvd, Floral Park, NY 11001
Frank J. Chiara, Trustee	One Floral Blvd, Floral Park, NY 11001
Jennifer Stewart, Trustee	One Floral Blvd, Floral Park, NY 11001
Michael Longobardi, Trustee	One Floral Blvd, Floral Park, NY 11001

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: Village of Floral Park, CQTS26000005
STOP DWI/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Certified: --

E-103-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE AUGUST 28, 2026
1:03 PM

NIFS ID: CQTS26000004

Capital:

Contract ID #: **CQTS26000004**
NIFS Entry Date: **06/30/2026**
DPW Contract Number: **CQTS26000004**

Department: Public Works

Service: **2026-2030 Stop DWI Foundation (Crackdown/High Visibility) Grant**
Term: from **01/01/2026** to **12/31/2030**
Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Village of Old Westbury**	ID#:**116000856**
Main Address: **1 Store Hill Road** **Old Westbury, NY 11568**	
Main Contact: **Brian Ridgway**	
Main Phone: **(516) 626-0800**	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave.** **Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.
Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made in accordance with the yearly budget plan which is provided by the STOP-DWI Foundation. All expenses are 100% reimbursable.
Description of General Provisions: The contract will provide for police overtime enforcement for DWI holiday enforcement staffing.
Impact on Funding / Price Analysis: "Funds are 100% reimbursable and no county match is required 1st year (2026) $3,900.00. Amount each year varies depending on allotment of State funds"
Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee

☑ Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT80X2OTH	DE500	TSGRT80X2OTH DE500	01	$3,900.00
Grant Number	TS80							
Grant Detail	26							
						TOTAL		$3,900.00

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$3,900.00
Capital	$0.00
Other	$0.00
Total	**$3,900.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:39AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:49PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:49PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	07/10/2026 02:13PM	Approved
RE & Insurance Verification	Kemely Weiss	07/10/2026 02:13PM	Approved
NIFS Approval	Mary Nori	07/16/2026 03:48PM	Approved
Final Approval	Mary Nori	07/16/2026 03:48PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:18AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:12PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:15PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/28/2026 12:59PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

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 INCORPORATED VILLAGE OF OLD WESTBURY.

WHEREAS, the County has negotiated a personal services agreement with Incorporated Village of Old Westbury, to provide enforcement of STOP DWI laws, 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 Incorporated Village of Old Westbury.

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 Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) the Incorporated Village of Old Westbury, having its principal office at 1 Stone Hill Road, Old Westbury, New York 11568 (the "Contractor").

WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State STOP-DWI Foundation, Inc., to be utilized for the increased enforcement of impaired driving laws; and

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

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services"). The Services shall be provided on the New York State STOP-DWI Enforcement Crackdown dates as specified by the New York State STOP-DWI Foundation, Inc. annually.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Three Thousand Nine Hundred Dollars ($3,900.00) for the first Agreement year (the period of January 1, 2026 through December 31, 2026), to be used solely for police officer salaries respecting the enforcement of Section 1192. The amount to be paid to the Contractor for subsequent Agreement years will be determined by the amount awarded, if any, to the County by the STOP-DWI Foundation, Inc. for the Services.

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be Three Thousand Nine Hundred Dollars ($3,900.00), for the first Agreement year. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(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 the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) 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.

(e) 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.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain

throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) 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 limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this

Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. 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.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. 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.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. 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.

18. 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.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals 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.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

INCORPORATED VILLAGE OF OLD WESTBURY

By:______________________________________
Name: MARINA Chimerine
Title: Mayor
Date: 5/18/2026

NASSAU COUNTY

By:______________________________________

Name:______________________________________
Title: County Executive
☐ Deputy County Executive
Date:______________________________________

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18th day of May in the year 2025 before me personally came Marina Chimerine 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 Mayor of Village of Old Westbury, 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

FARA A. GAERTNER
Notary Public, State of New York
No. 01GA6092694
Qualified in Nassau County
Commission Expires May 27, 2027

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 the 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"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Marina Chimerine (Name)

   1 Store hill rd. Old Westbury, NY 11568 (Address)

   516-626-0800 (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.

4/28/26
Dated

Signature of Chief Executive Officer

Marina Chimerine
Name of Chief Executive Officer

Sworn to before me this
28th day of April, 2026
Fara A Gaertner
Notary Public

FARA A. GAERTNER
Notary Public, State of New York
No. 01GA6092694
Qualified in Nassau County
Commission Expires May 27, 2027

COUNTY OF NASSAU

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

1. Name of the Entity: Inc. Village of Old Westbury

Address: 1 Store Hill Road

City: Old Westbury State/Province/Territory: NY Zip/Postal Code: 11568

Country: US

2. Entity's Vendor Identification Number: 11-6000856

3. Type of Business: Other (specify) Municipality

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

1 File(s) uploaded: Board Members.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

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

None

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Fara Gaertner [FGAERTNER@VOWNY.ORG]

Dated: 06/10/2026 12:35:33 pm

Title: Village Administrator

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.

Marina Chimerine, Mayor

Jeffrey Brown, Trustee

Cory Baker, Trustee

Andrew Weinberg, Trustee

Michelle Cervoni, Trustee

Fara Gaertner, Village Administrator

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: Village of Old Westbury, CQTS26000004
STOP DWI HVEC/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Certified: --

E-104-26

FILED BY THE NASSAU COUNTY CLERK OF
THE LEGISLATURE AUGUST 28, 2026
1:05 PM

NIFS ID: CQTS26000003

Capital:

Contract ID #: **CQTS26000003**
NIFS Entry Date: **06/30/2026**
DPW Contract Number: **CQTS26000003**

Department: Public Works

Service: **2026-2030 Stop DWI Foundation (Crackdown/High Visibility) Grant**
Term: from **01/01/2026** to **12/31/2030**
Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **City of Long Beach**	ID#:**116000351**
Main Address: **1 West Chester Street Long Beach, NY 11561**	
Main Contact: **Tyler Huffman**	
Main Phone: **(516) 705-7288**	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave. Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.

Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made in accordance with the yearly budget plan which is provided by the STOP-DWI Foundation. All expenses are 100% reimbursable.

Description of General Provisions: The contract will provide for police overtime enforcement for DWI holiday enforcement staffing.

Impact on Funding / Price Analysis: "Funds are 100% reimbursable and no county match is required
1st year (2026) $4,900.00. Amount each year varies depending on allotment of State funds"

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee

☑ Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT80X2OTH	DE500	TSGRT80X2OTH DE500	01	$4,900.00
Grant Number	TS80							
Grant Detail	26							
						TOTAL		**$4,900.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$4,900.00
Capital	$0.00
Other	$0.00
Total	**$4,900.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:27AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:48PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:48PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	07/10/2026 02:10PM	Approved
RE & Insurance Verification	Kemely Weiss	07/10/2026 02:10PM	Approved
NIFS Approval	Mary Nori	07/16/2026 03:51PM	Approved
Final Approval	Mary Nori	07/16/2026 03:51PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:17AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:10PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 02:12PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/28/2026 01:02PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO.   – 2026

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 THE CITY OF LONG BEACH.

WHEREAS, the County has negotiated a personal services agreement with the City of Long Beach, to provide enforcement of STOP DWI laws, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the City of Long Beach.

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 Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) the City of Long Beach, having its principal office at 1 West Chester Street, Long Beach, New York 11561 (the "Contractor").

WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State STOP-DWI Foundation, Inc., to be utilized for the increased enforcement of impaired driving laws; and

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

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services"). The Services shall be provided on the New York State STOP-DWI Enforcement Crackdown dates as specified by the New York State STOP-DWI Foundation, Inc. annually.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Four Thousand Nine Hundred Dollars ($4,900.00) for the first Agreement year (the period of January 1, 2026 through December 31, 2026), to be used solely for police officer salaries respecting the enforcement of Section 1192. The amount to be paid to the Contractor for subsequent Agreement years will be determined by the amount awarded, if any, to the County by the STOP-DWI Foundation, Inc. for the Services.

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be Four Thousand Nine Hundred Dollars ($4,900.00), for the first Agreement year. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(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 the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) 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.

(e) 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.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial

general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) 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 limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. 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.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. 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.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. 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.

18. 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.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals 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.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

CITY OF LONG BEACH

By: Daniel Creighton

Name:

Title: City Manager

Date: 4/15/26

NASSAU COUNTY

By:____________________

Name:____________________

Title: County Executive

☐ Deputy County Executive

Date:____________________

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15 day of APRIL in the year 2026 before me personally came Daniel Creighton 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 City MANAGER of City of Long Beach, 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

Gina T. Guma
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01GU4650362
Qualified in Nassau County
Commission Expires January 31, 2030

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 the 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"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Daniel Creighton (Name)

   1 West Chester St, Long Beach NY 11561 (Address)

   576-431-1001 (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.

   DC 7/20/26 DC 7/20/26

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:

   ____

   ____

   ____

   DC 7/20/26 DC 7/20/26

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.

4/15/26
Dated

Signature of Chief Executive Officer 7/20/26 7/2-/26

Daniel Creighton
Name of Chief Executive Officer

SWORN TO
before me this
20TH day of
JULY 2026

Gina T. Guma
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01GU4650362
Qualified in Nassau County
Commission Expires January 31, 2030

Sworn to before me this

15 day of APRIL, 2026.

Notary Public

Gina T. Guma
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01GU4650362
Qualified in Nassau County
Commission Expires January 31, 2030

COUNTY OF NASSAU

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

1. Name of the Entity: City of Long Beach

Address: 1 W. Chester St

City: Long Beach State/Province/Territory: NY Zip/Postal Code: 11561

Country: US

2. Entity's Vendor Identification Number: 11-6000351

3. Type of Business: Other (specify) Municipality

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):

4 File(s) uploaded: City of Long Beach Principals and CM 2023.docx, City of Long Beach Principals and CM 2024.docx, City of Long Beach Principals and CM 2025.docx, City of Long Beach Principals and CM 2026.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

N/A as the City of Long Beach is a municipality.

2 File(s) uploaded: City of Long Beach Principals and CM 2023.docx, City of Long Beach Principals and CM 2024.docx

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees,

including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Tyler Huffman [COMMUNITY@LONGBEACHNY.GOV]

Dated: 01/27/2026 12:04:30 pm

Title: Community Development Director

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

CITY OF LONG BEACH
1 West Chester Street
Long Beach, N.Y. 11561
(516) 431-1001
Fax: (516) 431-1389

List of Principals

City Council:
Brendan Finn, City Council President
Chris Fiumara, City Council Vice President
Michael Reinhart, City Council Member
Tracey Johnson, City Council Member
George Ennis, City Council Member

City Manager:
Daniel Creighton

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: City of Long Beach, CQTS26000003
STOP DWI HVEC/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Certified: --

E-105-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE AUGUST 28, 2026
1:08 PM

NIFS ID: CQTS26000002

Capital:

Contract ID #: **CQTS26000002**
NIFS Entry Date: **06/30/2026**
DPW Contract Number: **CQTS26000002**

Department: Public Works

Service: **2026-2030 Stop DWI Foundation (Crackdown/High Visibility) Grant**
Term: from **01/01/2026** to **12/31/2030**
Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **City of Glen Cove**	ID#:**116000350**
Main Address: **9 Glen Street** **Glen Cove, NY 11542**	
Main Contact: **YELENA QUILES**	
Main Phone: **(516) 676-2108**	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave.** **Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.
Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made in accordance with the yearly budget plan which is provided by the STOP-DWI Foundation. All expenses are 100% reimbursable.
Description of General Provisions: The contract will provide for police overtime enforcement for DWI holiday enforcement staffing.
Impact on Funding / Price Analysis: Funds are 100% reimbursable and no county match is required 1st year (2026) $3,900.00. Amount each year varies depending on allotment of State funds
Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee

☑ Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT80X2OTH	DE500	TSGRT80X2OTH DE500	01	$3,900.00
Grant Number	TS80							
Grant Detail	26							
						TOTAL		**$3,900.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$3,900.00
Capital	$0.00
Other	$0.00
Total	**$3,900.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:17AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:47PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:47PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	07/10/2026 02:02PM	Approved
RE & Insurance Verification	Kemely Weiss	07/10/2026 02:02PM	Approved
NIFS Approval	Mary Nori	07/16/2026 03:54PM	Approved
Final Approval	Mary Nori	07/16/2026 03:54PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:16AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:34PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:09PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:08PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/28/2026 01:04PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

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 THE CITY OF GLEN COVE.

WHEREAS, the County has negotiated a personal services agreement with the City of Glen Cove, to provide enforcement of STOP DWI laws, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the City of Glen Cove.

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 Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) the City of Glen Cove, having its principal office at 9 Glen Street, Glen Cove, New York 11542 (the "Contractor").

WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State STOP-DWI Foundation, Inc., to be utilized for the increased enforcement of impaired driving laws; and

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

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services"). The Services shall be provided on the New York State STOP-DWI Enforcement Crackdown dates as specified by the New York State STOP-DWI Foundation, Inc. annually.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Three Thousand Nine Hundred Dollars ($3,900.00) for the first Agreement year (the period of January 1, 2026 through December 31, 2026), to be used solely for police officer salaries respecting the enforcement of Section 1192. The amount to be paid to the Contractor for subsequent Agreement years will be determined by the amount awarded, if any, to the County by the STOP-DWI Foundation, Inc. for the Services.

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be Three Thousand Nine Hundred Dollars ($3,900.00), for the first Agreement year. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(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 the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) 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.

(e) 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.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial

general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) 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 limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. 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.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. 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.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. 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.

18. 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.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals 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.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

CITY OF GLEN COVE

By:____________________________________

Name: Pamela D. Panzenbeck

Title: MAYOR

Date: 2/25/2026

NASSAU COUNTY

By:____________________________________

Name:____________________________________
Title: County Executive
☐ Deputy County Executive
Date:____________________________________

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 25 day of February in the year 2026 before me personally came Pamela D. Panzenbeck 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 Mayor of City of Glen Cove, 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 Tina Pemberton

Tina Pemberton
Notary Public, State of New York
No. 01PE6188065
Qualified in Nassau County
Commission Expires June 2, 2028

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 the 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"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

PAMELA D. PANZENBECK (Name)

9 GLEN STREET, GLEN COVE NY 11542 (Address)

576 676-2000 (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.

5/12/2026
Dated

Signature of Chief Executive Officer

Pamela D. Panzenbeck
Name of Chief Executive Officer

Sworn to before me this
12 day of May, 2026
Tina Pemberton
Notary Public

Tina Pemberton
Notary Public, State of New York
No. 01PE6188065
Qualified in Nassau County
Commission Expires June 2, 2028

COUNTY OF NASSAU

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

1. Name of the Entity: CITY OF GLEN COVE

Address: 9 Glen St. Glen Cove NY 11542

City: glen cove State/Province/Territory: NY Zip/Postal Code: 11542

Country: US

2. Entity's Vendor Identification Number: 11-6000350

3. Type of Business: Other (specify) Municipality

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):

7 File(s) uploaded: 2020 List of Principals.pub, 2022 List of Principals.pdf, 2023 List of Principals.pdf, 2024 List of Principals.pub, 2025 List of Principals.pdf, 2025 List of Principals.pdf, 2026 List of Principals.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

None, City municipality

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

none

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

New York, when discharging his or her official duties.

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

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

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.

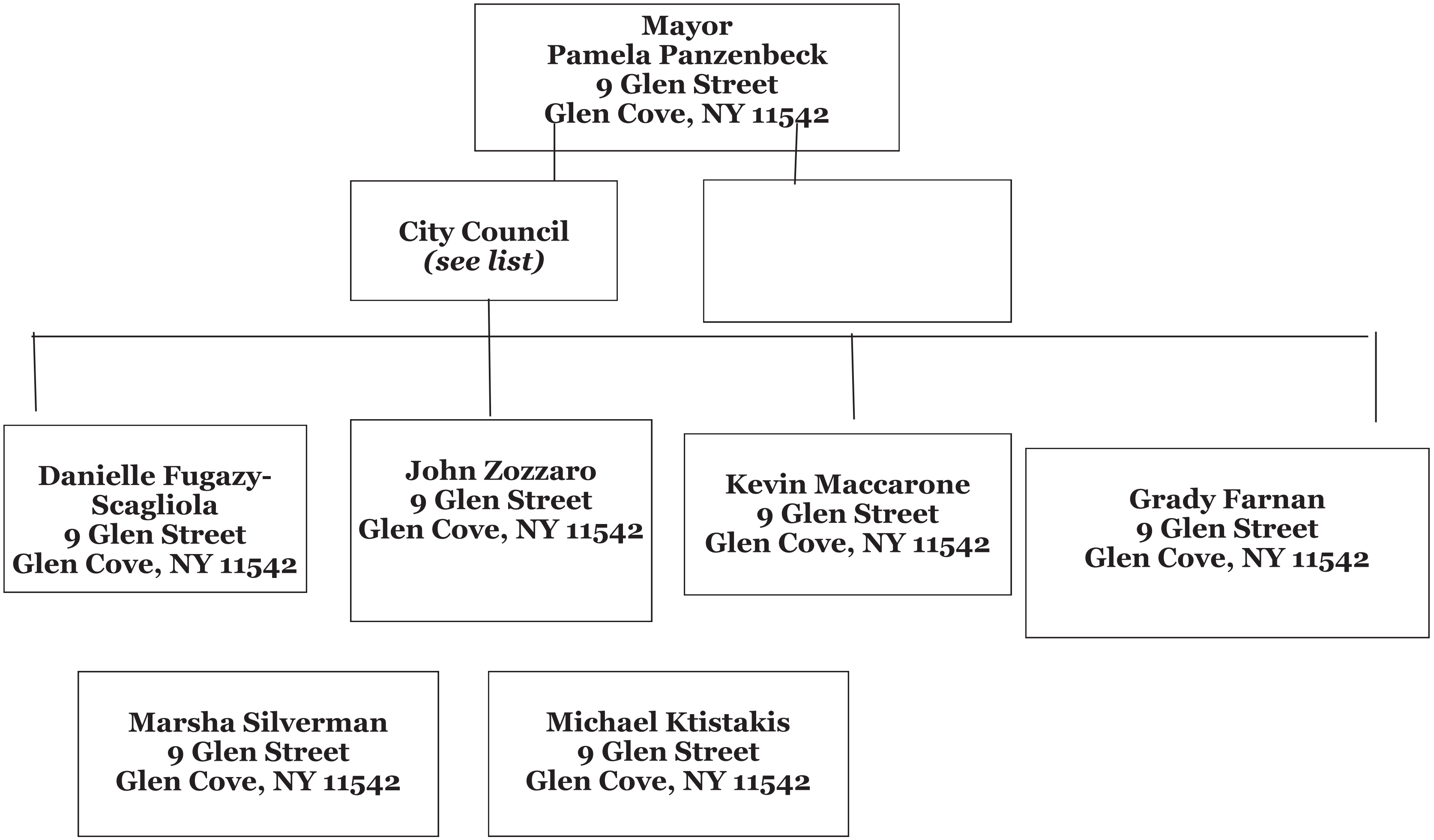
Electronically signed and certified at the date and time indicated by:
Stephanie Soter [SSOTER@GLENCOVENY.GOV]

Dated: 01/20/2026 11:50:25 am

Title: Fiscal Coordinator

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

City of Glen Cove
List of Principals


Mayor
Pamela Panzenbeck
9 Glen Street
Glen Cove, NY 11542
City Council
(see list)
Danielle Fugazy-Scagliola
9 Glen Street
Glen Cove, NY 11542
John Zozzaro
9 Glen Street
Glen Cove, NY 11542
Kevin Maccarone
9 Glen Street
Glen Cove, NY 11542
Grady Farnan
9 Glen Street
Glen Cove, NY 11542
Marsha Silverman
9 Glen Street
Glen Cove, NY 11542
Michael Ktistakis
9 Glen Street
Glen Cove, NY 11542

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: City of Glen Cove, CQTS26000002
STOP DWI HVEC/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Certified: --

E-106-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 28, 2026 1:10 PM

NIFS ID: CQTS26000001

Capital:

Contract ID #: **CQTS26000001**
NIFS Entry Date: **06/30/2026**
DPW Contract Number: **CQTS26000001**

Department: Public Works

Service: **2026-2030 Stop DWI Foundation (Crackdown/High Visibility) Grant**
Term: from **01/01/2026** to **12/31/2030**
Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Incorporated Village of Garden City**	ID#:**116002112**
Main Address: **351 Stewart Ave** **Garden City, NY 11530**	
Main Contact: **Cassie Reynolds**	
Main Phone: **(516) 465-4164**	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave.** **Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.
Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made in accordance with the yearly budget plan which is provided by the STOP-DWI Foundation. All expenses are 100% reimbursable.
Description of General Provisions: The contract will provide for police overtime enforcement for DWI holiday enforcement staffing.
Impact on Funding / Price Analysis: Funds are 100% reimbursable and no county match is required 1st year (2026) $3,900.00. Amount each year varies depending on allotment of State funds
Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee

☑ Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT80X2OTH	DE500	TSGRT80X2OTH DE500	01	$3,900.00
Grant Number	TS80							
Grant Detail	26							
						TOTAL		**$3,900.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$3,900.00
Capital	$0.00
Other	$0.00
Total	**$3,900.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:01AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:46PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:46PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	07/10/2026 02:00PM	Approved
RE & Insurance Verification	Kemely Weiss	07/10/2026 02:00PM	Approved
NIFS Approval	Mary Nori	07/16/2026 04:07PM	Approved
Final Approval	Mary Nori	07/16/2026 04:07PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:15AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:35PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:35PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:27PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:05PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:18PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/28/2026 01:06PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO.   – 2026

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 INCORPORATED VILLAGE OF GARDEN CITY.

WHEREAS, the County has negotiated a personal services agreement with Incorporated Village of Garden City, to provide enforcement of STOP DWI laws, 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 Incorporated Village of Garden City.

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 Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) the Incorporated Village of Garden City, having its principal office at 351 Stewart Avenue, Garden City, New York 11530 (the "Contractor").

WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State STOP-DWI Foundation, Inc., to be utilized for the increased enforcement of impaired driving laws; and

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

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services"). The Services shall be provided on the New York State STOP-DWI Enforcement Crackdown dates as specified by the New York State STOP-DWI Foundation, Inc. annually.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Three Thousand Nine Hundred Dollars ($3,900.00) for the first Agreement year (the period of January 1, 2026 through December 31, 2026), to be used solely for police officer salaries respecting the enforcement of Section 1192. The amount to be paid to the Contractor for subsequent Agreement years will be determined by the amount awarded, if any, to the County by the STOP-DWI Foundation, Inc. for the Services.

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be Three Thousand Nine Hundred Dollars ($3,900.00), for the first Agreement year. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(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 the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) 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.

(e) 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.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain

throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) 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 limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this

Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. 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.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. 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.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. 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.

18. 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.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals 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.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

INCORPORATED VILLAGE OF GARDEN CITY

By:

Name: RALPH V. SUOZZI

Title: VILLAGE ADMINISTRATOR

Date: 03/17/26

NASSAU COUNTY

By:

Name:
Title: County Executive
☐ Deputy County Executive
Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17 day of March in the year 2026 before me personally came Ralph. V. Suozzi to me personally known, who, being by me duly sworn, did depose and say that he or she ~~resides~~ works in the County of Nassau; that he or she is the Village Administrator of the Village of Garden City, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DENISE OSTAPOW
Notary Public, State of New York
Reg. No. 01OS0023491
Qualified in Nassau County
Commission Expires April 12, 2028

Denise Ostapow

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 the 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"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   RALPH V. SUOZZI, ADMINISTRATOR (Name)

   351 STEWART AVE., GARDEN CITY, NY 11530 (Address)

   (516) 465-4058 (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.

03/17/24
Dated

Signature of Chief Executive Officer

RALPH V. SUOZZI
Name of Chief Executive Officer

Sworn to before me this
17th day of March, 2026.
Denise Ostapow
Notary Public

DENISE OSTAPOW
Notary Public, State of New York
Reg. No. 01OS0023491
Qualified in Nassau County
Commission Expires April 12, 2028

COUNTY OF NASSAU

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

1. Name of the Entity: Inc. Village of Garden City

Address: 351 Stewart Avenue

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

2. Entity's Vendor Identification Number: 11-6002112

3. Type of Business: Other (specify) Municipality

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):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

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

None

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Cassie Reynolds [CAREYNOLDS@GARDENCITYNY.NET]

Dated: 06/09/2026 11:37:12 am

Title: Purchasing Agent

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.

Incorporated Village of Garden City Board of Trustees

Mayor Edward T. Finneran

Deputy Mayor Judy Courtney

Trustee Michele Beach Harrington

Trustee Vincent Muldoon

Trustee Jessica Tai

Trustee Rich Catalano

Trustee Yvonne Varano

Trustee Gerard Smith

Village Administrator Ralph V. Suozzi

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: Village of Garden City, CQTS26000001
STOP DWI HVEC/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.

Certified: --

E-107-26

FILED BY THE NASSAU COUNTY CLERK OF
THE LEGISLATURE AUGUST 28, 2026
3:00 PM

NIFS ID: CQTS26000009

Capital:

Contract ID #: **CQTS26000009**
NIFS Entry Date: **06/30/2026**
DPW Contract Number: **CQTS26000009**

Department: Public Works

Service: **Stop DWI 2026-2030 Enforcement**
Term: from **01/01/2026** to **12/31/2030**
Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: **X**
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Inc. Village of Lynbrook**	ID#:**116002124**
Main Address: **1 Columbus Drive** **Lynbrook, NY 11563** Contract Specific Address: **One Columbus Drive.** **PO Box 7021** **Lynbrook, NY 11563**	
Main Contact: **John Giordano**	
Main Phone: **(516) 599-8300**	

Department:
Contact Name: **Joseph Cuomo**
Address: **1194 Prospect Ave.** **Westbury, NY 11590**
Phone: **(516) 571-9489**
Email: **jcuomo@nassaucountyny.gov,gmonti2@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI.

Procurement History: The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made according to the STOP-DWI Annual Plan that is approved by the Commissioner of the Department of Motor Vehicles. Each contract contains a line item program budget and proposed expenditures are made in accordance with that budget plan which is approved by both the county and the municipality. All expenses are 100% reimbursable.

Description of General Provisions: The contract will provide for police overtime enforcement for DWI enforcement, and equipment and/or training that may improve the county's enforcement efforts in the DWI /DWAI detection and arrest processing areas.

Impact on Funding / Price Analysis: Funds are 100% reimbursable and no county match is required. The maximum amount is $75,000 for a 5 year term. Initial encumbrance is $15,000.00

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor’s Traffic Safety Committee

☑ Contractor’s selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order (Include relevant documents)

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller’s Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	NA	NA	DE	TSGRT8100OTH	DE500	TSGRT8100OTH DE500	01	$15,000.00
Grant Number	TS81							
Grant Detail	26							
						TOTAL		**$15,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$15,000.00
Capital	$0.00
Other	$0.00
Total	**$15,000.00**

Routing Slip

Department			
NIFS Entry	Guy Monti	06/30/2026 07:58AM	Approved
NIFS Final Approval	Siju Sebastian	07/02/2026 06:52PM	Approved
Final Approval	Siju Sebastian	07/02/2026 06:52PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/06/2026 03:46PM	Approved
RE & Insurance Verification	Julie Silverstein	07/06/2026 03:46PM	Approved
NIFS Approval	Mary Nori	07/16/2026 03:38PM	Approved
Final Approval	Mary Nori	07/16/2026 03:38PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/03/2026 09:20AM	Approved
NIFA Approval	Irfan Qureshi	07/03/2026 02:33PM	Approved
Final Approval	Irfan Qureshi	07/03/2026 02:33PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/17/2026 12:21PM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 12:24PM	Approved
Vertical DCE Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Final Approval	Arthur Walsh	08/28/2026 12:19PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/28/2026 02:37PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

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 THE VILLAGE OF LYNBROOK.

WHEREAS, the County has negotiated a personal services agreement with the Village of Lynbrook, to provide enforcement of STOP DWI laws, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Village of Lynbrook.

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 Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) The Village of Lynbrook, having its principal office at 1 Columbus Drive, Lynbrook, New York 11563 (the "Contractor").

WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State Governor's Traffic Safety Committee to be utilized for the increased enforcement of impaired driving laws; and

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

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services").

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Fifteen Thousand Dollars ($15,000.00) per Agreement year, for a total sum of Seventy-Five Thousand Dollars ($75,000.00) (the "Maximum Amount"). The Maximum Amount shall be used solely for police officer salaries respecting the enforcement of Section 1192.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor

and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) 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.

(e) 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 disclosure form(s), if applicable, 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.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have

participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) 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 limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance

carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." 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.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. 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.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. 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.

18. 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.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals 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.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

The Incorporated Village of Lynbrook

By: Alan C. Beach

Name:

Title: Mayor

Date: 2-17-26

NASSAU COUNTY

By:

Name:

Title: County Executive

☐ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17 day of Febuary in the year 2026 before me personally came Alan C Beach 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 Mayor of Village of Lynbrook, 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

JOHN GIORDANO
Notary Public - State of New York
No. 01GI4747282
Qualified in Suffolk County
My Commission Expires Sept. 02, 2026

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 the 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"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Alan C Beach (Name)

   1 Columbus Drive (Address)

   516 549-8300 (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.

2-17-26

Dated

Signature of Chief Executive Officer

Alan C Beach

Name of Chief Executive Officer

JOHN GIORDANO
Notary Public - State of New York
No. 01GI4747282
Qualified in Suffolk County
My Commission Expires Sept. 02, 2026

Sworn to before me this

18 day of February, 2026.

Notary Public

COUNTY OF NASSAU

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

1. Name of the Entity: Inc Village of Lynbrook

Address: 1 Columbus Drive

City: Lynbrook State/Province/Territory: NY Zip/Postal Code: 11563

Country: US

2. Entity's Vendor Identification Number: 11-6002124

3. Type of Business: Other (specify) Municipality

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

1 File(s) uploaded: Vendor disclosure form.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

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.

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

(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.

Electronically signed and certified at the date and time indicated by:
Florence Maxwell [FMAXWELL@LYNBROOKVILLAGE.COM]

Dated: 05/27/2026 03:24:24 pm

Title: Deputy Clerk

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.

Vendor disclosure form:

Principles = MAYOR AND BOARD OF TRUSTEES

MAYOR:	Alan C. Beach	[redacted]
TRUSTEES:		
	Michael Hawxhurst	[redacted]
	AnnMarie Reardon	[redacted]
	Robert Boccio	[redacted]
	Michael Habert	[redacted]

8/30/2023

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Vacant
CHAIRMAN

Vacant
FIRST VICE CHAIRMAN

Vacant
SECOND VICE CHAIRMAN

Vacant
SECRETARY

COUNTY OF NASSAU
TRAFFIC SAFETY BOARD
1194 Prospect Avenue
Westbury, New York 11590
516-571-7021
FAX: 516-571-6874

TO: Robert Cleary
Director of Procurement Compliance

FROM: Joseph Cuomo
Planner II, Nassau County Department of Public Works

SUBJECT: Village of Lynbrook, CQTS26000009
STOP DWI/Traffic Safety Contract

The contact was delayed due to delays in receiving approval for appropriation and late receival of the signed contract document.