

A-6-2018

usel to

County Atty.

County Exec.

Lols 525.

Office of Purchasing

Staff Summary A-06-2018

Dept. Head

Budget

Deputy

C.Ē.

| | То | Date | Approval | Info | Other | Date & Init. | Approval | Date & Init. | Approval | |
|------|--|------|----------|------|--|--------------------|---|-----------------|----------|--|
| | Proposed Legislative Action | | | | | Internal Approvals | | | | |
| 100 | · (| | // | | | - | | | | |
| Dep | Department Head Name Robert Cleary Department Head Signature | | | | Contract Number A-06-2018 Contract Manager Name Timothy Funaro | | | | | |
| Rob | | | | | | | | | | |
| Offi | Department: Office of Purchasing | | | | | | Vendor Name: Henrich Equipment Co., Inc. | | | |
| | Subject: Veeder Root Systems Maintenance/ Furnish and Install (S/B # 10031-11227-172) | | | | | | Date: December 08, 2017 | | | |

Narrative

Assgn

Comm Rules

Comm Full Leg

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

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

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

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

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COUNTY OF NASSAU

INTER - DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-06-2018

FROM:

ROBERT CLEARY-DIRECTOR OF PROCUREMENT COMPLIANCE

DATE:

JANUARY 11, 2018

SUBJECT: RESOLUTION-NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

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

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

MICHAEL SCHLENOFF
ACTING DIRECTOR OF PURCHASING

MS: br

ENCL:

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



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

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

WHEREAS, the Director is representing to the Rules Committee that the firm, HENRICH

EQUIPMENT CO., INC submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director,

Office of Purchasing to award and execute the said Blanket Purchase Order with <u>HENRICH</u>

<u>EQUIPMENT CO., INC.</u>



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

| it 100, to with our purish committee. | |
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| FRIENDS OF ROSE WAR | ICER |
| Town - Page 7 | - dduraher |
| FRIENDS OF /TOBERI | M orep 49 |
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| | ne signed by a principal of the consultant, contractor or |
| Vendor authorized as a signatory of the fi | rm for the purpose of executing Contracts. |
| The undersigned affirms and so swears th | nat he/she has read and understood the foregoing |
| statements and they are, to his/her knowle | |
| CPS and desired firstly a partition and offi | rms that the contribution(s) to the campaign committees |
| I he undersigned further certifies and and identified above were made freely and w | thout duress, threat or any promise of a governmental |
| benefit or in exchange for any benefit or | |
| | |
| | Vendor: Havrich EQUIPILIENT CO The |
| | |
| Dated: 12/4/17 | Signed: |
| | Print Name: KOSERT HEARICH |
| | 200 |
| | Title: CEO |
| | |

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

| 1. Name of lobbyist(s)/lobbying organization: The term "lobbyi organization retained, employed or designated by any client to influe County, its agencies, boards, commissions, department heads, legisla limited to the Open Space and Parks Advisory Committee and Planni lobbying activities as the term is defined herein. Such matters includ proposals, development or improvement of real property subject to C "lobbyist" does not include any officer, director, trustee, employee, or State of New York, when discharging his or her official duties. | nce - or promote a matter before - Nassau tors or committees, including but not ing Commission; or to otherwise engage in e, but are not limited to, requests for county regulation, procurements. The term |
|---|---|
| NONE | |
| | |
| | |
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| | |
| | - Address |
| | |
| 2. List whether and where the person/organization is registered a York State): | as a lobbyist (e.g., Nassau County, New |
| NONR | · |
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| | |
| 3. Name, address and telephone number of client(s) by whom, of employed or designated: | or on whose behalf, the lobbyist is retained, |
| NONE | |
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| | |
| ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOC | VICE PERSIDENT. |
| BIDDER SIGN HERE BIDDER | TITLE |

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 10031-11227-172

| Page 2 of 4 | |
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| | <u></u> |
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| | |
| 4. Describe lobbying activity conducted, or to be conducted, in Nassa each activity listed. See page 4 for a complete description of lobby | au County, and identify client(s) for ying activities. |
| NONE | |
| , voive | |
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| | |
| 5. The name of persons, organizations or governmental entities before | re whom the lobbyist expects to lobby: |
| | |
| NONE | |
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| ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS U | INLESS OTHERWISE SPECIFIED. |
| BIDDER SIGN HERE And here | VILL PRESIDENT. |
| // BIDDER | TITLE |

Page 3 of 4

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

Dated: 11/2017 Signed: Juntal
Print Name Joseph PEZDAN

Title: Vica PRESIDENT

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

BIDDER SIGN HERE

BIDDER

VILE PRESIDENT

T000= ----

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Page 4 of 4: 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; 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 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.

BIDDER SIGN HERE

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BIDDER

BIDDER

BIDDER

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.

| CO | MPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A |
|-------------------|---|
| $\overline{\sim}$ | MPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS |
| NO | N-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD |
| 1. | Principal Name Kosser THEREICH |
| | Date of hirth $912/159$. |
| | Home address 57 HAMLET DR |
| | City/state/zip WT. ScNAI N.Y. 11766 |
| | Business address 42 FIELD 57 |
| | City/state/zip W. E-484Cov N.J. 11704 |
| | Telephone 631 293-692 0 |
| | Other present address(es) |
| | City/state/zip |
| | Telephone |
| | List of other addresses and telephone numbers attached |
| _ | Positions held in submitting business and starting date of each (check all applicable) |
| .2. | President 6 / / 1/912 Treasurer// |
| | Chairman of Board// Shareholder/ |
| | Chairman of Board/ Onarcholdof Chief Exec. Officer/ / Secretary/ |
| | Chief Exec. Officer/ Sectedary/ 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. Adached |
| 4. | Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details. |
| 5. | Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details. YES PLEASE SEE ATTACHED. |
| | Has any governmental entity awarded any contracts to a business of organization listed in decision of the past 3 years while you were a principal owner or officer? YES NO If Yes, provide details. |
| | THE PART OF FIGURE OF THE PROPERTY AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. |
| | RIDDER SIGN HERE |
| | BIDDER SIGN PLANT |

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

10031-11227-172

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

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

YES ____ NO ___ If Yes, provide details for each such occurrence.

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BIDDER SIGN HERE _____ TITLE

28

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

YES ___ NO V If Yes, provide details for each such conviction.

crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO _L __ If Yes, provide details for each such conviction.

Funaro, Timothy G

From:

Robert Henrich <rhenrich@henrichinc.com>

Sent:

Thursday, February 15, 2018 4:03 PM

To:

Funaro, Timothy G

Subject:

RE: e-mails

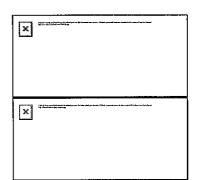
Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

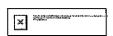
Tim

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

Thanks

Bob Henrich





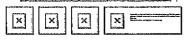
Robert J Henrich

COO

t: 631.465.9454 ext. 141 | m: 631.413.1305

a: 42 Field Street, West Babylon NY, 11704

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



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

Sent: Thursday, February 15, 2018 3:54 PM

To: rhenrich@henrichinc.com

Subject: e-mails

Bob,

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

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

1

Question #3 Robert J Henrich Sr. ss # ownes 9

ownes 90% of Henrich Equipment Co Inc.

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

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

I hope this will be helpful to you.

Regards

Bob Henrich

----Original Message----

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

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

To: bhenrich@henrichinc.com

Subject: FW: Form

Please call me

Robert J Henrich

t: 631.465.9454 ext. 141 | m: 631.413.1305 a: 42 Field Street, West Babylon NY, 11704

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

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----Original Message----

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

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

To: rhenrich@henrichinc.com

Subject: FW: Form

Rob.

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

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

----Original Message-----From: Funaro, Timothy G

Sent: Thursday, January 18, 2018 3:39 PM To: 'Bob Henrich' <bhenrich@henrichinc.com>

Subject: Form

Bob,

On the attached form on questions 3, 5 and 6 you checked yes could you provide some details. This is for Formal Sealed Bid Number 10031-11227-172

Title: Veeder Root Systems maintenance/Furnish and Install

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

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

TORMAL SCALED BID PROPOSAL 10031-11227-172

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

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

BIDDER SIGN HERE

BIDDER

TITLE

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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.

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

Sworn to before me this 17 day of November 20 17

KERRY A CALABRESE Notary Public, State of New York No. 01CA4932903 Qualified in Suffolk County Commission Expires March 13, 2018

Print name

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

BIDDER SIGN HERE

30

Funaro, Timothy G

From:

Bob Henrich

bhenrich@henrichinc.com>

Sent:

Thursday, December 07, 2017 10:01 AM

To:

Funaro, Timothy G

Subject:

RE: form

Timothy

Here are the answers to your request for additional information.

Page 30. I Robert Henrich, born on 9/21/1954, am the CEO and 90% shareholder in Henrich Equipment Co Inc. My son Robert Henrich born on 8/13/80 is the COO of Henrich Equipment Co Inc and has no ownership in Henrich. Page 14. I am president of Alternate Power Solutions which is a generator sales and service business and will not be involved in this contract.

I will supply new training certificates in a separate communication.

Thanks

Bob H.





CEO

t: 631.465.9454 ext.130

a: 42 Field Street, West Babylon NY, 11704

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



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

Sent: Tuesday, December 05, 2017 2:32 PM

To: Bob Henrich Subject: RE: form

Bob, .

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

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

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.

| сом | PLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY, FAILURE TO |
|-------|--|
| CLIB | MIT A COMPLETE OUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL |
| ALALA | BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR |
| 7007 | Principal Name ROBERT TOSEPH HENRICH |
| 1. | Principal Name KOBULI JOSEPA PRENETON |
| | Date of birth <u>08 /3 /980</u> |
| | Home address 2 SILVERBEACH CT Cityletate/zin E. SETAVKET N.Y. 11733 |
| | City/state/2/p |
| | Business address 42 FIELD ST |
| | City/state/zip W. BABYLON NY. 11704 |
| | Telephone 63/ 293-6920 |
| | Other present address(es) |
| | City/state/zip |
| | Telephone None |
| | List of other addresses and telephone numbers attached |
| 2. | Positions held in submitting business and starting date of each (check all applicable) |
| ۷٠ | President/ Treasurer/ |
| | Chairman of Board/ Shareholder/ |
| | Chief Exec. Officer// Secretary// |
| | Chief Financial Officer//Partner// |
| | |
| | Vice President / / /2015 To PRESENT (Other) C. O. D. 11/14/2015 To PRESENT |
| | |
| 3. | Do you have an equity interest in the business submitting the questionnaire? |
| | YES NO If Yes, provide details. |
| 4, | Are there any outstanding loans, guarantees or any other form of security or lease or any |
| | other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details. |
| | |
| 5. | Within the past 3 years, have you been a principal owner or officer of any business or not for-profit organization other than the one submitting the questionnaire? YES NOT; |
| | If Yes, provide details. |
| | |
| | |
| | Rev. 3-2016 |

| Section | y governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO provide details. |
|--|--|
| NOTE: An a operation of Provide a d | affirmative answer is required below whether the sanction arose automatically, by f law, or as a result of any action taken by a government agency. letailed response to all questions checked "YES". If you need more space, photocopy riate page and attach it to the questionnaire. |
| | ast (5) years, have you and/or any affiliated businesses or not-for-profit ations listed in Section 5 in which you have been a principal owner or officer: |
| { | Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide details for each such instance. |
| (| Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance. |
| i | 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 I If Yes, provide details for each such instance. |
| 1 | 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 NO |
| bankrup the past bankrup any suc initiated question | by of the businesses or organizations listed in response to Question 5 filed a ptcy petition and/or been the subject of involuntary bankruptcy proceedings during to 7 years, and/or for any portion of the last 7 year period, been in a state of ptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is the business now the subject of any pending bankruptcy proceedings, whenever if If 'Yes', provide details for each such instance. (Provide a detailed response to all not checked "YES". If you need more space, photocopy the appropriate page and to the questionnaire.) |
| | Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge. |
| | Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge. |
| | s there any administrative charge pending against you? YES NO If Yes, provide details for each such charge. |
| | In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction. |
| | Rev. 3-2016 |

| | e) In the past 5 years, have you been convicted, after trial or by plea, of a |
|-----|---|
| | misdemeanor? YES NO If Yes, provide details for each such conviction. |
| | 120 110 17 11 103, provide details for each sach conviction. |
| | f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence. |
| | In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO If Yes, provide details for each such |
| | investigation. |
| 10. | In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO If Yes; provide details for each such |
| | investigation. |
| 11. | In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO If Yes; |
| | provide details for each such instance. |
| 12. | For the past 5 tax years, have you falled to file any required tax returns or falled to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO NO Fee, provide details for each such year. |
| | |
| | |
| | |
| | |

CERTIFICATION

11 / 27 Rd 7

| 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. |
|--|
| the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity. |
| Swom to before me this 27 day of N even because 2017 |
| Notary Public KERRY A CALABRESE Notary Public, Some of New York No. 01CA4882903 Qualified in Sufficia County Commission Expires March 13, 2018 |
| Name of submitting business: HENRICH EQUIPMENT CO INC |
| By: Kosent Henrich Print name |
| Signature |

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD Principal Name Joseph 1. Date of birth 031081 Home address Business address 42 City/state/zlp Telephone _____631 City/state/zip Telephone _____ List of other addresses and telephone numbers attached 2. Positions held in submitting business and starting date of each (check all applicable) President / / Treasurer / / Chairman of Board ____/ / Shareholder / / Chief Exec. Officer ___/_ / Secretary ___ / / Chief Financial Officer / / Partner / / Vice President 09 / /2 / 20/2 (Other) Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details. 5% 5TOCKHADER 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. Within the past 3 years, have you been a principal owner or officer of any business or not-5. for-profit organization other than the one submitting the questionnaire? YES NO If Yes, provide details.

Rev. 3-2016

| 6. | | ny governmental entity awarded any contracts to a business or organization listed in |
|------------|--|---|
| | | n 5 in the past 3 years while you were a principal owner or officer? YES NO provide details. |
| | 11 100, | provide detaile. |
| op: Pro | eration o | affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire. |
| | | |
| 7. | | past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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 V If Yes, provide details for each such instance. |
| | b. | Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance. |
| | | |
| | G. | 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 VI If Yes, provide details for each such instance. |
| | d | Been suspended by any government agency from entering into any contract with it; |
| | u. | and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance. |
| _ | | |
| 8. | bankru the pas bankru any su initiate questic | any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is checked now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.) |
| | a) | Is there any felony charge pending against you? YES NO MO If Yes, provide details for each such charge. |
| | b) | Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge. |
| | c) | Is there any administrative charge pending against you? YES NOW If Yes, provide details for each such charge. |
| | d) | In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO I If Yes, provide details for each such conviction. |
| | | |
| | | Rev. 3-2016 |

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

CERTIFICATION

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

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

| Sworn to before me this 27 day of November | 2017 | |
|--|---|--|
| Kerry a Calabrese Notary Public | KERRY A CALABRESE Notary Public, State of New Yor No. 01 CASSESSOS Qualified in Sufficie County Commission Expires March 13, 2048 | |

Name of submitting business: HENRICH EQUIPMENT CO TNC.

By: TO SEPH PEZDAN

Print name

Signature

V. P.

Title

Business History Form

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

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

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

| (US | SE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). |
|-----|--|
| Da | te: 1/-17-17 |
| 1) | Proposer's Legal Name: HENRICH EQUIPMENT CO INC |
| 2) | Address of Place of Business: 42 Freed ST W. Barycon N.Y. 1708 |
| Lis | t all other business addresses used within last five years: |
| | Mailing Address (if different): |
| Ph | one: 631 293-6920 |
| Do | es the business own or rent its facilities? <u>RewT.</u> |
| 4) | Dun and Bradstreet number: <u>04 920 459</u> 7 |
| 5) | Federal I.D. Number: // 224526 |
| 6) | The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe) |
| 7) | Does this business share office space, staff, or equipment expenses with any other business? Yes No If Yes, please provide details: |
| 8) | Does this business control one or more other businesses? Yes No If Yes, please provide details: |
| 9) | Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes V No If Yes, provide details. HENGLI FARTNERS CCC DBA ALTERNATE POWER SOLUTIONS |
| | ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE |

21

FORMAL SEALED BID PROPOSAL 10031-11227-172

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

| bond), date | poser ever had a bond or surety cancelled of forfeited, or a contract with Nassau County or any nment entity terminated? Yes No // If Yes, state the name of bonding agency, (if a , amount of bond and reason for such cancellation or forfeiture; or details regarding the (if a contract). |
|--|---|
| 11) Has the pro date, court | poser, during the past seven years, been declared bankrupt? Yes Nov If Yes, state jurisdiction, amount of liabilities and amount of assets |
| business, b state or loca officer of ar investigatio was related | five years, has this business and/or any of its owners and/or officers and/or any affiliated een the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, all prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or by affiliated business been the subject of a criminal investigation and/or a civil anti-trust in by any federal, state or local prosecuting or investigative agency, where such investigation to activities performed at, for, or on behalf of an affiliated business. If Yes, provide details for each such investigation. |
| been the su and local re business be federal, sta relationship | 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business abject of an investigation by any government agency, including but not limited to federal, state agulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated een the subject of an investigation by any government agency, including but not limited to the and local regulatory agencies, for matters pertaining to that individual's position at or to an affiliated business. Yes No If Yes, provide details for each such n |
| before or d | rrent or former director, owner or officer or managerial employee of this business had, either uring such person's employment, or since such employment if the charges pertained to events lly occurred during the time of employment by the submitting business, and allegedly related to to that business: |
| | a) Any felony charge pending? Yes No If Yes, provide details for each such charge |
| | b) Any misdemeanor charge pending? Yes No V If Yes, provide details for each such charge |
| | c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No If Yes, provide details for each such conviction |
| | d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No If Yes, provide details for each such conviction |
| <u>ALL BIDS MUS</u> BIDDER SIGN | T BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. HERE |

| | e) In the past 5 years, been found in vice provisions? Yes No If Yes, p | lation of any administrative, statutory, or regulatory rovide details for each such occurrence. |
|------------------------------------|--|--|
| any sand | xion imposed as a result∕of ludicial or admi | owners or officers, or any other affiliated business had nistrative proceedings with respect to any professional details for each such instance. |
| applicable sewer ch response | e federal, state or local taxés or other asse arges? Yes No_/ If Yes, provide | o file any required tax returns or failed to pay any essed charges, including but not limited to water and details for each such year. Provide a detailed and more space, photocopy the appropriate page and |
| Provide a dei appropriate p | tailed response to all questions checked "\ page and attach it to the questionnaire. | ES". If you need more space, photocopy the |
| 17) Conflict o a) plea | Please disclose any conflicts of interest asse expressly state "No conflict exists." (i) Any material financial relationships the | as outlined below. NOTE: If no conflicts exist, at your firm or any firm employee has that may create a a conflict of interest in acting on behalf of Nassau ALCY (XISTS) |
| | that may create a conflict of interest or the | oyee of your firm has with any County public servant ne appearance of a conflict of interest in acting on |
| | (iii) Any other matter that your firm belied of a conflict of interest in acting on behale | ves may create a conflict of interest or the appearance f of Nassau County. |
| p) | Please describe any procedures your fin conflict of interest would not exist for you wontrol AM Sepson cur. ANT CONFLICT. | n has, or would adopt, to assure the County that a er firm in the future. AND FUTURE EULOUGELS FOR |
| extensive | | oser's professional qualifications, demonstrating imiliar experiences, and the results of these |
| Should the | e proposer be other than an individual, the | Proposal MUST Include: |
| i) Da | ate of formation; | |
| <u>ALL BIDS MUS</u> | M_{A} | Y WITHIN DOORS UNLESS OTHERWISE SPECIFIED. |
| | Winner | Whitehold Be |

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 10031-11227-172

| | | BHODER TITLE |
|-------------|------------------|--|
| | | SIGN HERE (20 |
| | ALL BID | os must be F.O.B. Destination and include delivery within doors unless otherwise specified. |
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| W , | KONEI | RT THENLICH (SR) & SILVERISEACH (SETAUKET) |
| - | Thom | ENT HENRICH 57 HAULET DR. ULT. SINAR N.Y. 11766 CEO. 90% EPH PEZDAN 1551 TANNER ST HOLTBROOK N.Y. 11741 V.P 5% INSTANCE WE SUITHTOWN NY. 11787 EMPLOYED. 5% INSTANCE WY. 11787 EMPLOYED. 5% INTERPREACH CT. BONOT N.Y. 11733 C.O. O (SETAUKET) OF (SETAUKET) |
| 1 | J658 | EpH PEZDAN 1551 TANNER ST HOLDROOK N.Y. 11741 V.T 5% |
| √. \/ \/ | - Dani | CAT HENRICH 51 HAMLET DR. CHT. SINAL N.Y. 11766 CEO. 90% |
| wa. w | | |
| | | il Address |
| | | |
| | _ | phone |
| | City/S | State |
| | Addre | 9SS |
| | | act Person |
| | Comp | pany + SEE ATTACHED + |
| D. | Provid simila | de names and addresses for no fewer than three references for whom the Proposer has provided in services or who are qualified to evaluate the Proposer's capability to perform this work. |
| | • | city and reliability to perform these services. |
| | Provid | de any other information which would be appropriate and helpful in determining the Proposer's |
| В. | Indica | ate number of years in business. 48 years |
| | «νπ)» viii) | |
| | vi) ∞≋n | Annual revenue of firm; 8,000,000.00 Summary of relevant accomplishments SEE ATTACHMENT |
| | v) | The number of employees in the firm; 27 |
| /, | iv) | State of incorporation (if applicable); |
| ¥ | iii) | Name, address and position of all officers and directors of the company; |
| 术 | ; ii) | Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; |

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 10031-11227-172

| Company | |
|--|--|
| Contact Person | |
| Address | |
| City/State | |
| Telephone | |
| Fax# | |
| E-Mail Address | |
| | |
| | |
| Company | |
| | |
| Company | |
| Company Contact Person Address | |
| Contact Person | |
| Company Contact Person Address City/State | |

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

BIDDER SIGN HERE

BIDDER

C E C

Robert Henrich

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

| EXPERIENCE | |
|--|----------------|
| CEO & President | 1972 - Present |
| Henrich Equipment Co., Inc. | |
| 42 Field Street, West Babylon, NY 11704 | |
| 42 years Sales, Service and Management | |
| • Field Service | |
| Customer Service | |
| Certified Tank Tester for Petro-Tite Systems | |
| Service Manager | |
| Sales and Logistics Manager | |
| EDUCATION | |
| Huntington High School, Huntington | 1972 |
| Diploma | |

- Past Board Member Petroleum Equipment Institute
- Underground Tank Installation License

QUALIFICATIONS/CERTIFICATES

- Nassau County Tank Installers License
- New York City Tank Installers License

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

Tel: 631-413-1305

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

Experience:

Henrich Equipment Co Inc

Fuel Dispensing Equipment Distributor & Maintenance Provider

June 2008-Present West Babylon, New York

2015-Present C00

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

-Manage key indicator for performance of all managerial level employees

-Develop key operational objectives to ensure smooth operations and stable growth

-Responsible for reporting financial results to CEO and accounting team

Director of Marketing & International Sales

2008-2015

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

-Development of ecommerce website and fully integrated backend order management system

-Launch of corporate website and VI update for company

-Established international presence through Henrich China and Spain subsidiaries

<u>Andao Tea</u>

January 2005-June 2008

Purveyor of Rare and Organic Chinese Teas

Yunnan Province

PRODUCT AND MARKET DEVELOPMENT

Senior Partner

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

Dipro IT Services

Spanish Premier IT Service Provider

January - May 2002 Madrid, Spain

LEGAL CONSULTING SERVICES

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

LEARNING EXPERIENCES

University of Vermont, School of Business Administration

Fall 1998 – May 2003

Minor; Economics Major: Business Administration Graduated with Honors Cum Laude GPA: 3.71 Graduating Member of Beta Gamma Sigma, Omicron

Delta Epsilon Economics and Golden Key Honor Societies

Yunnan Normal University, Advanced Chinese Level 1, Business Chinese

2004-2005 Summer 2002

Fudan University, Mandarin Chinese

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

Fall 2000 - Spring 2002

OTHER

Trilingual; Chinese, English and Spanish Photography Enthusiast



Joseph Pezdan

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

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

Experience: 1990-Present

Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

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

| 1984-1990 | Restaurant Entrepreneur |
|------------|---|
| 1982-1984 | Maintenance Manager - Snug Harbor Condominium |
| _1979-1982 | General Manager – Arcadian Gardens |



References:

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

Nassau County Department of Public Works
Robert Lotito
1194 Prospect Avenue
Westbury, New York 11590
(516) 571-6886
rlotito@nassaucountyny.gov

Suffolk County Department of Public Works
Melinda Hicks
335 Yaphank Ave
Yaphank, NY 11980
(631) 852-5233
Melinda.Hicks@SuffolkCountyNY.GOV

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

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





Summary of Relevant Accomplishments:

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



NASSAU COUNTY DEPARTMENT OF HEALTH

FLAMMABLE/COMBUSTIBLE DIQUID STORAGE TANK INSTALLER
ISSOED TO HENRICH EQUIPMENT. CO., INC.

DDRESS: A2Freld St., West Babylon

EFFECTIVE DATE:

05/01/2017

EXPIRATION DATE:

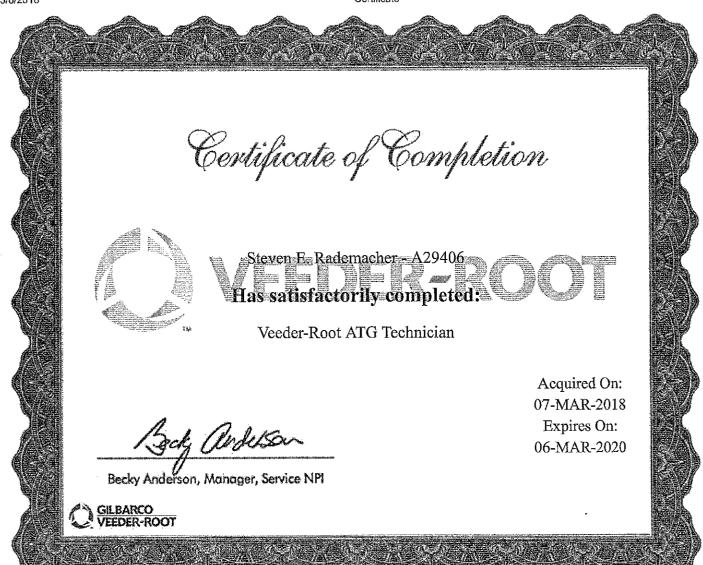
04/30/2019

Issue Dâ

Lawrence Cott

Lawrence E. Eisenstein, MD, MPH, FACP Commissioner

3/8/2018 Certificate



3/8/2018 Certificate



3/8/2018 Certificate





Bulent Dorak - B34878

Has satisfactorily completed:

Veeder-Root ATG Technician

Acquired On: 07-MAR-2018 Expires On: 06-MAR-2020

Becky Anderson, Manager, Service NPI

Gody anderson



3/14/2018 Certificate





Robert Eggers - A23289

Has satisfactorily completed:

Veeder-Root ATG Technician

Acquired On: 07-MAR-2018 Expires On: 06-MAR-2020

Becky Anderson, Manager, Service NPI



3/14/2018 Certificate





Robert Delatorre - B34972
Has satisfactorily completed:

Veeder-Root ATG Technician

Acquired On: 07-MAR-2018 Expires On: 06-MAR-2020

Becky Anderson, Manager, Service NPI



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 | |
|--|---|
| being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my mowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity. | Ð |
| Sworn to before me this 17 day of November 2017 | |
| KERRY A CALABRESE Notary Public, Sees of New Yeark No. 01CAM302903 Qualified in Suffolk County Commission Expires March 13, 2048 | |
| ame of submitting business: Hawkich Equipilitani Co Tuc y: Signature C E O Title 11 1 1 1 1 7 ate | |
| | |
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CERTIFICATION

| A MATERIALLY FALSE STATEMENT WILLFULLY OR F THIS QUESTIONNAIRE MAY RESULT IN RENDERING RESPONSIBLE WITH RESPECT TO THE PRESENT BII SUBJECT THE PERSON MAKING THE FALSE STATEM | THE SUBMITTING BUSINESS ENTITY NOT D OR FUTURE BIDS, AND, IN ADDITION, MAY |
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| being duly sworn, st contained in the foregoing pages of this questionnaire and full and complete answers to each item therein to the best notify the County in writing of any change in circumstance and before the execution of the contract; and that all infor knowledge, information and belief. I understand that the County in writing of the contract; and that all information and belief. I understand that the County in writing of the contract; and that all information and belief. I understand that the County in writing and inducement to enter into a contract. | t of my knowledge, information and belief; that I will es occurring after the submission of this questionnaire mation supplied by me is true to the best of my County will rely on the information supplied in this |
| Sworn to before me this 17 day of November | 20 <u>/</u> 7 |
| Kliry a. Calabrese Notary Public | KERRY A CALABRESE Notary Public, Mass of New Yes K No. 01 CAMES 2903 Qualified in Suffolk County Commission Expires March 13, 2048 |
| Name of submitting business: By: Print name Signature CED Title | olleant Co Inc |
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Page 1 of 4

COUNTY OF NASSAU

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

| | 1. | Name of the Entity: HENRICH EQUIPMENT CO., INC. |
|-----|--------------|---|
| | | Address: 42 Field STRERT |
| | | City, State and Zip Code: Wrzst BABYLON, N.Y. 11704 |
| | 2. | Entity's Vendor Identification Number: 11 222 4526 |
| | 3. | Type of Business:Public CorpPartnershipJoint Venture |
| | | Ltd. Liability CoClosely Held CorpOther (specify) |
| | | List names and addresses of all principals; that is, all individuals serving on the Board of Directors or arable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all ers and officers of limited liability companies (attach additional sheets if necessary): |
| EO | PRESIT | DENT ROBERT J. HENRICH 57 HAMLET DRIVE MT. SINAI, MY. 11766 |
| ice | PRESI | DENT JOSEPH PRZDAN 1551 TANNER STREET HOLBROOK, NY. 11741 |
| | | SERT JOSEPH HENRICH 2 SILVER BEECH COORT EAST SETANKET, MY. 11733 |
| | | |
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| | | |
| | | |
| | | List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is notified individual shareholdres/partners/members. If a Publicly held Corporation include a copact 10K in lieu of completing this section. |
| | Rob | ERT J. HENRICH 57 HAMLET DRIVE MT. SINAI, NY. 11766 |
| | | EDH PEZDAD 1551 TANNER STREET HOLBROOK, NY. 11741 |
| | | |
| | | |
| | <u>ALL I</u> | BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. |
| | BIDE | DER SIGN HERE JUNEAU VICE PRESIDENT BIDDER TITLE |
| | | BIDDER TITLE |

| Page 2 of 4 | |
|---|--|
| THOMAS MCCLAIN 69 COLOMBUS AVR SMITHTOWN NY. | 11787 |
| | |
| | |
| | - |
| 6. List all affiliated and related companies and their relationship to the firm entered on none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary compart in the performance of this contract. Such disclosure shall be updated to include affiliate companies not previously disclosed that participate in the performance of the contract. | pany that may take d or subsidiary |
| provider. | C E |
| | |
| 7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid etc.). The term "lobbyist" means any and every person or organization retained, employed client to influence - or promote a matter before - Nassau County, its agencies, boards, comm heads, legislators or committees, including but not limited to the Open Space and Parks Adv and Planning Commission. Such matters include, but are not limited to, requests for propose improvement of real property subject to County regulation, procurements, or to otherwise enthe term is defined herein. The term "lobbyist" does not include any officer, director, trusted counsel or agent of the County of Nassau, or State of New York, when discharging his or he | or designated by any issions, department isory Committee als, development or agage in lobbying as e, employee, |
| (a) Name, title, business address and telephone number of lobbyist(s): | |
| NONE | |
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Funaro, Timothy G

From:

Bob Henrich

 dhenrich@henrichinc.com>

Sent:

Thursday, December 07, 2017 10:01 AM

To:

Funaro, Timothy G

Subject:

RE: form

Timothy

Here are the answers to your request for additional information.

Page 30. I Robert Henrich, born on 9/21/1954, am the CEO and 90% shareholder in Henrich Equipment Co Inc. My son Robert Henrich born on 8/13/80 is the COO of Henrich Equipment Co Inc and has no ownership in Henrich. Page 14. I am president of Alternate Power Solutions which is a generator sales and service business and will not be involved in this contract.

I will supply new training certificates in a separate communication.

Thanks

Bob H.





CEO

t: 631.465.9454 ext.130

a: 42 Field Street, West Babylon NY, 11704

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



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

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

Sent: Tuesday, December 05, 2017 2:32 PM

To: Bob Henrich **Subject:** RE: form

Bob,

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

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

Page 3 of 4

| (b) Describe lobbying activious lobbying activities. | vity of each lobbyist. See page 4 | of 4 for a complete description of |
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| NONE | | |
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| | | |
| (c) List whether and where New York State): | the person/organization is regis | tered as a lobbyist (e.g., Nassau County, |
| 1 1- | | |
| NONE | | |
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| | | |
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| | | |
| 8. VERIFICATION: This section | a must be signed by a principal | of the consultant, contractor or Vendor |
| authorized as a signatory of the firm for | | |
| | | |
| | | stood the foregoing statements and they |
| are, to his/her knowledge, true and acc | urate. | |
| | | |
| - 1/2-/12 | a: 1 10 | |
| Dated: 11/20/17 | Signed: fml fat Print Name: Josep | 4 PEZDAN |
| | Time Name. | |
| | Title: Vica Pras | DENT |
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| | BIDDER 15 | TITLE |

Page 4 of 4:

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

any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

BIDDER SIGN HERE

BIDDER

BIDD

TURMAL 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

OFFICE HOURS 9 AM - NOON & 1 PM - 4:45
BUYER TELEPHONE

TELEPHONE (516) 571-7720 BID NUMBER 10031-11227-172

Dated: Ad. 11/09/2017

BID OPENING DATE November 22, 2017 11:00 A.M. E.S.T.

REQUISITION NUMBER

Div

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE:

Veerder Root Systems Maintenance/Furnish and Install

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

Timothy Funaro

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

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

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

DELIVERY MADE TO:

Nassau County Department of Public Works 1194 Prospect Avenue. Westbury, N.Y. 11590 GUARANTEED DELIVERY DATE

10

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

TOLL FREE TELEPHONE NUMBER:

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

| NAME OF BIDDER HENRICH EQ. | Mars of Co | | | |
|------------------------------------|-----------------|----------|----------|---|
| ADDRESS 42 FIELD STREET | SILE MISSING CO | HNC. | | |
| CITY WRST BABYLON | STATE N.Y. | ZIP CODE | 11704 | TELEPHONE 631-293-6920 |
| SIGNATURE OF AUTHORIZED INDIVIDUAL | | <u> </u> | PH PEZDA | N VICE PRESIDENT ME OF SIGNER AND TITLE |

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

BID TERMS AND CONDITIONS

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

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

- 6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
- 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.
- 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.
- 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 that 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.
- Billings for deliveries must be rendered on County claim forms.
- 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 eause for cancellation of order at Vendors expense.
- 22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manuer 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 indennify 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.
 - 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.
- The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
- 26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

DISCLOSURE STATEMENT

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

| Bidders Name: 📙 | ENRICH EQU | sipment Co, inc. |
|-------------------|-----------------|-------------------------|
| Address: 42 Fig | zid stræt | WEST BABYLOW, NY. 11704 |
| Telephone No: 639 | - 293-6920 | Fax No: 631-293-8979 |
| 1. State Whether: | A Corporation _ | <u> </u> |
| | 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 DELIV | ERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. |
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| | BIDDER | TITLE |

| ~********* | | QUALIFICATION ST | ATEMENT | |
|-------------------------------------|------------------------------------|--|---|--|
| BIDDER'S NAME: | HENRICH EQUIP | MENT CO, INC | | |
| ADDRESS: | | , | NY. 11704 | |
| | R: CORPORATION | · | | PARTNERSHIP |
| PRESIDENT Ross VICE PRESIDENT | RT J. HENRICH | 57 HAMLET D | DRESS(S) OF OFFICER(S RIVE MT. SINAI, HOLBROOK, NY. | NY. 11766 |
| TREASURER | | | | |
| 3. HAVE YOU FILED IF SO WHEN? | A QUALIFICATION ST | ATEMENT WITH THE C | OUNTY OF NASSAU?^ | NOT SURC |
| 5. HAVE YOU, OR Y IF SO, WHERE A | OUR FIRM, EVER FAILE ND WHY? | ED TO COMPLETE ANY | WORK AWARDED TO YO | NO NO |
| | . LINES OF BUSINESS A TOR SAURS | | MINTERESTED? Fue | L COALITY, |
| 7. WHAT IS THE EX OF THIS BID? | PERIENCE OF THE PRI | NCIPAL INDIVIDUALS (| DF YOUR ORGANIZATION | N RELATING TO THE SUBJEC |
| | | | MAGNITUDE AND TYPE OF WORK | CAPACITY |
| SEPH PEZDAN | VILTE PRESIDENT | 27 | REDER ROOT + U | ST COMPLIANCE EL |
| 120 VACEHIO | ESTIMATION PROS | IRET MAR 35 | ALL PHASE OF FUE FACILITY INSTALLA | ST COMPLIANCE EL EL TIOD RETIMATING PRO MGT SERVICE |
| B. IN WHAT MANNE | R HAVE YOU INSPECTE | D THIS PROPOSED W | ORK? EXPLAIN IN DETA | MgT servi |
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| NASSAU CE | WATY SUPERV | ISED BY Jos | 2PH PRZDAN | WE ALSO |
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| NAME AND PRESENT POSITION |
|---|
| JOSEPH PEZDAN VICE PRESIDENT |
| |
| 10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED. |
| NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES. |
| 1. REFERENCE'S NAME: NEW YORK CITY DEPARTMENT OF SANITATION ADDRESS: 52-35 58 TH STREET 4TH FLOOR WOODSIDE, MY. 11377 |
| TELEPHONE: 718-334-9152 CONTACT PERSON RICHARD DOLAN CONTRACT DATE: 2002 THROUGH PRESENT |
| 2. REFERENCE'S NAME: SUFFOLK COUNTY DOW ADDRESS: 335 YAPHANK AVE TAPHANK, NY. 11980 |
| TELEPHONE: 631-852-5233 CONTACT PERSON MELINDA HICKS CONTRACT DATE: 911/2010 THROUGH 10/13/2015 |
| 3. REFERENCE'S NAME: Sprague Rivergy Systems (FOR TBTA + NY NJ PORT AUTHORITA DDRESS: 440 MAMARONECK AVE HARRISON, NY. 10528 |
| TELEPHONE:S16-322-0834 CONTACT PERSON _ PRTER HUGHES CONTRACT DATE: 2007 TO PRESENT DAY |
| ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE |

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

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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VICE PRESIDENT

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Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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FORMAL SEALED BID PROPOSAL 10031-11227-172

- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 10031-11227-172

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, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

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

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

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FORMAL SEALED BID PROPOSAL 10031-11227-172

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

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

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

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INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

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

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

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

INTENT

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

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

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Instructions for pages 13-30

1) Business history and principal questionnaire Forms

2) Consultant's Contractor's and Vendor's Disclosure Form

3) Lobbyist Registration and Disclosure Form

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

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

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Page 1 of 4

COUNTY OF NASSAU

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

| | 1. | Name of the Entity: HENRICH EQUIPMENT CO., INC. |
|------|-------|---|
| | | Address: 42 FIELD STREET |
| | | City, State and Zip Code: Wrist BABYLON, N.Y. 11704 |
| | 2. | Entity's Vendor Identification Number: 11222 4526 |
| | 3. | Type of Business:Public CorpPartnershipJoint Venture |
| | | Ltd. Liability Co Closely Held Corp Other (specify) |
| | | List names and addresses of all principals; that is, all individuals serving on the Board of Directors or arable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all ers and officers of limited liability companies (attach additional sheets if necessary): |
| EO | PRESI | DENT ROBERT J. HENRICH 57 HAMLET DRIVE MT. SINAI, MY. 11766 |
| lice | PRESI | DENT JOSEPH PRZDAN 1551 TANNER STREET HOLBROOK, NY. 11741 |
| 00 | Rol | SERT JOSEPH HENRICH 2 SILVER BERCH COURT EAST SETAUKET, MY. 11733 |
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| | | List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is no ividual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy 10K in lieu of completing this section. |
| | Rob | ERT J. HENRICH 57 HAMLET DRIVE MT. SINAI, NY. 11766 |
| | | EPH PEZDAD 1551 TANNER STREET HOLBROOK, N.Y. 11741 |
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| Page 2 of 4 | | | |
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| none, enter "No part in the perfo companies not p | affiliated and related companies and ne"). Attach a separate disclosure formance of this contract. Such disclosereviously disclosed that participate of the bank o | orm for each affiliated or subsicours shall be updated to including the performance of the contraction. | diary company that may take le affiliated or subsidiary ract. |
| 42 FIE. | LD ST W. BABYLON | N.Y. 16704 | |
| Hengli | PARTNERS 15 A SUPPLIES | R OF GENERATORS + | SERVICE |
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| etc.). The term 'client to influence heads, legislator and Planning Co improvement of the term is define counsel or agent | obbyists whose services were utilize 'lobbyist' means any and every person or or promote a matter before - Nass or committees, including but not liming mission. Such matters include, but real property subject to County regred herein. The term "lobbyist" does of the County of Nassau, or State of the title, business address and telesand to the county of the county o | son or organization retained, er ssau County, its agencies, boar imited to the Open Space and Fut are not limited to, requests foulation, procurements, or to other not include any officer, direct of New York, when discharging | inployed or designated by any ds, commissions, department Parks Advisory Committee or proposals, development or herwise engage in lobbying as for, trustee, employee, |
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Funaro, Timothy G

From:

Bob Henrich

bhenrich@henrichinc.com>
Thursday, December 07, 2017 10:01 AM

Sent: To:

Funaro, Timothy G

Subject:

RE: form

Timothy

Here are the answers to your request for additional information.

Page 30. | Robert Henrich, born on 9/21/1954, am the CEO and 90% shareholder in Henrich Equipment Co Inc. My son Robert Henrich born on 8/13/80 is the COO of Henrich Equipment Co Inc and has no ownership in Henrich. Page 14. I am president of Alternate Power Solutions which is a generator sales and service business and will not be

involved in this contract.

I will supply new training certificates in a separate communication.

Thanks

Bob H.





CEO

t: 631.465.9454 ext.130

a: 42 Field Street, West Babylon NY, 11704

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



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

Sent: Tuesday, December 05, 2017 2:32 PM

To: Bob Henrich Subject: RE: form

Bob,

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

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

Page 3 of 4

| | ity of each lobbyist. | See page 4 of 4 for a co | omplete description of |
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| | the person/organizat | ion is registered as a lob | byist (e.g., Nassau County, |
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| a signatory of the firm fo | r the purpose of exec | cuting Contracts. | |
| | | and understood the fore | going statements and they |
| 120/17 | Signed: Print Name: | Man Joseph Pezi. | 4.0 |
| | Title: المراث | - PRESIDENT | |
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| | List whether and where te): NoNE FICATION: This section a signatory of the firm for ed affirms and so swears knowledge, true and according to the section of the section of the firm for ed affirms and so swears knowledge, true and according to the section of t | List whether and where the person/organizate): NoNE FICATION: This section must be signed by a a signatory of the firm for the purpose of exected affirms and so swears that he/she has read knowledge, true and accurate. 20/17 Signed: | List whether and where the person/organization is registered as a lobite): NoNE PICATION: This section must be signed by a principal of the consulta a signatory of the firm for the purpose of executing Contracts. ed affirms and so swears that he/she has read and understood the fore knowledge, true and accurate. Signed: Print Name: To saget feature Title: VICE PRESIDENT |

Page 4 of 4:

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

any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

| 1. Name of lobbyist(s)/lobbying organization: The term "lobbyis organization retained, employed or designated by any client to influence County, its agencies, boards, commissions, department heads, legislated | ce - or promote a matter before - Nassau |
|--|---|
| limited to the Open Space and Parks Advisory Committee and Plannin lobbying activities as the term is defined herein. Such matters include proposals, development or improvement of real property subject to Co "lobbyist" does not include any officer, director, trustee, employee, co | g Commission; or to otherwise engage in, but are not limited to, requests for unty regulation, procurements. The term |
| or State of New York, when discharging his or her official duties. | |
| NONE | |
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| | |
| List whether and where the person/organization is registered as York State): | a lobbyist (e.g., Nassau County, New |
| None | |
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| 3. Name, address and telephone number of client(s) by whom, or employed or designated: | on whose behalf, the lobbyist is retained, |
| NONE | |
| | |
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| | |
| ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS BIDDER SIGN HERE | SUNLESS OTHERWISE SPECIFIED. VICE PRASIDENT. |
| BIDDER | TITLE |

| Page 2 of 4 | |
|---|-----------------|
| | |
| | |
| | |
| 4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify each activity listed. See page 4 for a complete description of lobbying activities. | client(s) for |
| NONE | |
| | |
| | |
| | · |
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| · | |
| | |
| 5. The name of persons, organizations or governmental entities before whom the lobbyist exp | pects to lobby: |
| NONE | |
| | |
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ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER

Page 3 of 4

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

Dated: 11/20/17 Signed: Amplated: 11/20/17 Print Name Joseph PEZDAN

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

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IDDER

Vick President

Page 4 of 4:

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

any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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à PRESIDENT

Business History Form

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

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

NOTE: All questions require a response, even if response is "none". No blanks. (USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). 1) Proposer's Legal Name: HENRICH EQUIPMENT G INC 2) Address of Place of Business: 42 Freco 5T W. Basycon N.Y. 1704 List all other business addresses used within last five years: 3) Mailing Address (if different): Phone: 63/ 293-6920 Does the business own or rent its facilities? RENT. 4) Dun and Bradstreet number: 04 920 4597 5) Federal I.D. Number: // 2224526 6) The proposer is a (check one): ____ Sole Proprietorship ___ Partnership \(\nabla \) Corporation Other 7) Does this business share office space, staff, or equipment expenses with any other business? Yes No V If Yes, please provide details: 8) Does this business control one or more other businesses? Yes __ No 🗹 If Yes, please provide details: 9) Does this business bave one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes V No ___ If Yes, provide details.

HENGLI FARTNERS CCC DBA ALTERNATE POWER SOLUTIONS ALL BIDS MUST BE F.O.B. DESTINATION AND INCOME DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE BIDDER

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FORMAL SEALED BID PROPOSAL 10031-11227-172

| other gove bond), date | oposer ever had a bond or surety cancelled of forfeit rnment entity terminated? Yes No If Yes e, amount of bond and reason for such cancellation of (if a contract) | s, state the name of or forfeiture: or deta | bonding agency (if a |
|--|---|---|---|
| 11) Has the product date, court | oposer, during the past seven years, been declared jurisdiction, amount of liabilities and amount of asse | bankrupt? Yes ts | No If Yes, state |
| state or loc officer of ar investigatio was related | five years, has this business and/or any of its owner seen the subject of a criminal investigation and/or a call prosecuting or investigative agency? And/or, in the subject of a criminal in by affiliated business been the subject of a criminal in by any federal, state or local prosecuting or investiguous forms of the subject of an affiliated business been the subject of a criminal in by any federal, state or local prosecuting or investiguous forms of the subject of an affiliated business for each such investiguous forms. | civil anti-trust invest e past 5 years, hav nvestigation and/or igative agency, whe iliated business | igation by any federal, e any owner and/or a civil anti-trust ere such investigation |
| and local re business be federal, stat | 5 years, has this business and/or any of its owners abject of an investigation by any government agency gulatory agencies? And/or, in the past 5 years, has sen the subject of an investigation by any government and local regulatory agencies, for matters pertaining to an affiliated business. Yes No If Yestan. | including but not li any owner and/or on any owner and/or on the angle of the angle ing to that individual | imited to federal, state ifficer of an affiliated but not limited to |
| that alleged | rent or former director, owner or officer or managering such person's employment, or since such emply occurred during the time of employment by the suof that business: | loyment if the charg ubmitting business, | les pertained to events and allegedly related to |
| á | a) Any felony charge pending? Yes No harge | If Yes, provide deta | ails for each such |
| t c |) Any misdemeanor charge pending? Yes No harge | If Yes, provi | de details for each such |
| C |) In the past 10 years, you been convicted, after trigrime, an element of which relates to truthfulness or onduct of business? Yes No _v If Yes, pro | the underlying facts | a of which related to the |
| d Y |) In the past 5 years, been convicted, after trial or been with the past 5 years, been convicted, after trial or been with the past 5 years, been convicted, after trial or been with the past 5 years, been convicted, after trial or been with the past 5 years, been convicted, after trial or been with the past 5 years, been convicted, after trial or been with the past 5 years, been convicted, after trial or been with the past 5 years, been convicted, after trial or been with the past 5 years, been convicted, after trial or been with the past 5 years, been convicted, after trial or been with the past 5 years, been | by plea, of a misder ach conviction. | neanor? |
| ALL BIDS MUST | BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DO | ORS UNLESS OTHERWIN | SE SPECIFIED. EO TITLE |

| | e) In the past 5 year provisions? Yes | nrs, been found i | in violation of any es, provide details | administrative, s for each such o | tatutory, or regulatory courrence. |
|---|--|---|---|---|---|
| 15) In the par any sand license h | st (5) years, has this b tion imposed as a res eld? Yes No _/ | ousiness or any oult of judicial or ; if Yes, pro | of its owners or off administrative prod ovide details for ea | icers, or any oth ceedings with res ich such instance | er affiliated business had spect to any professional e. |
| applicable sewer cha response | ast (5) tax years, has e federal, state or loca arges? Yes No to all questions chech o the questionnaire | al taxés or other If Yes, pro ked 'YES'. If you | assessed charges vide details for ea u need more spac | s, including but n ch such year. P e. photocopy the | ot limited to water and |
| Provide a det appropriate p | alled response to all c age and attach it to th | questions check ne questionnaire | ed "YES". If your | eed more space | , photocopy the |
| 17) Conflict of a) plea | Please disclose any " expressly state expressly | No confilct exi ncial relationshi | sts." os that vour firm o | r anv firm emolo | vee has that may create a |
| | (li) Any family relation that may create a content of Nassau | inflict of interest | employee of your or the appearance | e of a conflict of | r County public servant interest in acting on |
| | of a conflict of intere | st in acting on b | pelieves may crea pehalf of Nassau C p/ 0 | ounty. | terest or the appearance |
| p) | Please describe any conflict of interest w MONITOL AUG. | ould not exist fo. Papsavici | r vour firm in the fi | tture | re the County that a |
| extensive | resume or detailed de experience in your pr es, must be identified | ofession. Any p | Proposer's profess nor similar experie | sional qualification | ens, demonstrating sults of these |
| Should the | e proposer be other th | nan an individua | l, the Proposal MU | JST include: | |
| | te of formation; | | , | | |
| ALL BIDS MUS | T BE F.O.B. DESTINATION | AND INCLUDE DE | LIVERY WITHIN DOO | rs unless otherw | use specified. |
| Bidder Sign | \sim | * | | | 20 |
| | V() | BIDDER | | | TITLE |

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 10031-11227-172

| * | ii) | Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner, |
|-------------|---|---|
| X | iii) | Name, address and position of all officers and directors of the company; |
| | iv) | State of incorporation (if applicable); |
| | v) | The number of employees in the firm; 27 |
| | vi) | Annual revenue of firm; 8,000,000.00 |
| | ≪Vii)- | Summary of relevant accomplishments SEE ATTACHMENT |
| | viii) | Copies of all state and local licenses and permits. |
| В. 1 | ndicat | e number of years in business. #8 years |
| C. F | Provide apacit | e any other information which would be appropriate and helpful in determining the Proposer's y and reliability to perform these services. |
| D, F ∛ s | rovide imilar | names and addresses for no fewer than three references for whom the Proposer has provided services or who are qualified to evaluate the Proposer's capability to perform this work. |
| C | Compa | ny + SEE ATTACHED + |
| C | ontac | t Person |
| A | ddres | S |
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| | | one |
| | | |
| | | Address |
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| * A TO KO | Pogen 55ep 10ma 10 10 10 10 10 10 10 10 10 10 10 10 10 | HENRICH 57 HAWRET DR. ULT. SINAR N.Y. 11766 CEO. 90% of PEZDAN 1551 TANNER ST HOLIDROX N.Y. 11741 V.P 5% of SUITHTOWN NY. 11787 EMPLOYED. 5% of Claim 65 Compus AVE SUITHTOWN NY. 11787 EMPLOYED. 5% of THENRICH (SR) 2 GLERBEACH CT. BONOT NY. 11733 C.O. O (SETAUNET) |
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 10031-11227-172

| Company |
|---|
| Contact Person |
| Address |
| City/State |
| Telephone |
| Fax# |
| E-Mail Address |
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| Company |
| Company Contact Person |
| Company Contact Person Address |
| Company Contact Person |
| Company Contact Person_ Address City/State |

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| | Matoder / | TITLE |

Robert Henrich

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

EXPERIENCE

CEO & President

1972 - Present

Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

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

EDUCATION

Huntington High School, Huntington

1972

Diploma

QUALIFICATIONS/CERTIFICATES

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

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

Tel: 631-413-1305

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

Experience:

Henrich Equipment Co Inc

Fuel Dispensing Equipment Distributor & Maintenance Provider

June 2008-Present West Babylon, New York

COO 2015-Present

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

-Manage key indicator for performance of all managerial level employees

-Develop key operational objectives to ensure smooth operations and stable growth

-Responsible for reporting financial results to CEO and accounting team

Director of Marketing & International Sales

2008-2015

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

-Development of ecommerce website and fully integrated backend order management system

-Launch of corporate website and VI update for company

-Established international presence through Henrich China and Spain subsidiaries

<u>Andao Tea</u>

Purveyor of Rare and Organic Chinese Teas

January 2005-June 2008

Yunnan Province

PRODUCT AND MARKET DEVELOPMENT

Senior Partner

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

Dipro IT Services

Spanish Premier IT Service Provider

January - May 2002 Madrid, Spain

LEGAL CONSULTING SERVICES

Director

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

LEARNING EXPERIENCES

University of Vermont,

School of Business Administration

Fall 1998 – May 2003

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

Yunnan Normal University, Advanced Chinese Level 1, Business Chinese

Fudan University, Mandarin Chinese

Summer 2002

2004-2005

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

Fall 2000 - Spring 2002

OTHER

Trilingual; Chinese, English and Spanish Photography Enthusiast



Joseph Pezdan

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

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

Experience: 1990-Present

Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

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

| 1984-1990 | Restaurant Entrepreneur |
|------------|---|
| 1982-1984 | Maintenance Manager - Snug Harbor Condominium |
| _1979-1982 | General Manager – Arcadian Gardens |



References:

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

Nassau County Department of Public Works
Robert Lotito
1194 Prospect Avenue
Westbury, New York 11590
(516) 571-6886
rlotito@nassaucountyny.gov

Suffolk County Department of Public Works
Melinda Hicks
335 Yaphank Ave
Yaphank, NY 11980
(631) 852-5233
Melinda.Hicks@SuffolkCountyNY.GOV

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

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





Summary of Relevant Accomplishments:

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



NASSAU COUNTY DEPARTMENT OF HEALTH

SHIP OF THESE

FLAMMABLE/COMBUSTIBLE DOUID STORAGE TANK INSTALLER

ISSUED TO HENRICH EQUIPMENT CO., INC.

DRESS: 42Field St., West Babylon, NY Th. 204

EFFECTIVE DATE:

05/01/2017

EXPIRATION DATE: 04

06/21/2017,

Issue Dà

COF#: 201702

daments executives

Lawrence E. Eisenstein, MD, MPH, FACP Commissioner 3/8/2018 Certificate



3/8/2018 Certificate



Certificate 3/8/2018



3/14/2018 Certificate



3/14/2018 Certificate



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 Date of birth Home address City/state/zip Business address City/state/zip (). 93-6920 Telephone Other present address(es) City/state/zip ____ Telephone ____ List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) 2. President <u>6 / / //972</u>Treasurer ___ /__ / Chairman of Board ___/__/ Shareholder ___/__/ Chief Exec. Officer ___/__/ Secretary ___/__/ Chief Financial Officer ____/ Partner ___/_/ (Other) Do you have an equity interest in the business submitting the questionnaire? 3. YES NO lf Yes, provide details. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of 4. contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO <u>V</u> If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit 5. 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 V NO ____ If Yes, provide details. ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. C20 BIDDER SIGN HERE TITLE 27

FORMAL SEALED BID PROPOSAL 10031-11227-172

TITLE

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

FORMAL SEALED BID PROPOSAL 10031-11227-172

TITLE

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

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

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

Sworn to before me this 17 day of November 20 /7

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

Name of submitting business

No BERT HANRICH

Print name

Signeture

**Date

**Dat

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BIDDER SIGN HERE

TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD Principal Name Date of birth 08 1 /3 / Home address 2 City/state/zip Business address Citv/state/zip Telephone Other present address(es) City/state/zip Telephone _____ List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) President / / Treasurer / / Chairman of Board / / Shareholder / / Chief Exec. Officer ___/__/ Secretary / / Chief Financial Officer / / Partner / / Vice President / / (Other) (0.0. Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details. Are there any outstanding loans, guarantees or any other form of security or lease or any 4. other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO NO If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of any business or not 5. for-profit organization other than the one submitting the questionnaire? YES NO If Yes, provide details.

Rev. 3-2016

| 0 | i a Crith | ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES NO Provide details. |
|-------------------------------|---|--|
| Provi | de a | affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or at page and attach it to the questionnaire. |
| 7. In | the programite | past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer: |
| | a. | Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide details for each such instance. |
| | b. | Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance. |
| | c. | Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO I If Yes, provide details for each such instance. |
| | | Been suspended by any government agency from entering into any coptract 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 I If Yes, provide details for each such instance. |
| the ba an init qu | e pas inkruj ly suctiated lestio lach i a) b) | ny of the businesses or organizations listed in response to Question 5 filed a ptcy petition and/or been the subject of involuntary bankruptcy proceedings during it 7 years, and/or for any portion of the last 7 year period, been in a state of otcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is the business now the subject of any pending bankruptcy proceedings, whenever if? If 'Yes', provide details for each such instance. (Provide a detailed response to all nist checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.) Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge. Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge. Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction. |
| | | |

| | e) | In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? |
|-----|--|--|
| | | YES NO If Yes, provide details for each such conviction. |
| | | In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence. |
| 9. | investig subject for, or c | ion to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust pation by any federal, state or local prosecuting or investigative agency and/or the of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in set to Question 5? YES NO If Yes, provide details for each such |
| | In addit listed in anti-trus includin principa | ion to the information provided, in the past 5 years has any business or organization response to Question 5, been the subject of a criminal investigation and/or a civil st investigation and/or any other type of investigation by any government agency, g but not limited to federal, state, and local regulatory agencies while you were a lowner or officer? YES NO FOR If Yes; provide details for each such |
| 11. | respons | ast 5 years, have you or this business, or any other affiliated business listed in the to Question 5 had any sanction imposed as a result of judicial or administrative |
| | broceed | lings with respect to any professional license held? YES NO If Yes; details for each such instance. |
| | applicac | past 5 tax years, have you falled to file any required tax returns or falled to pay any ple federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO If Yes, provide details for each such |
| | | |

CERTIFICATION

Date

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. OSCRT JOSEPH HENRICH, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, Information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity. Sworm to before me this 27 day of November 2017 KERRY A CALABRESE Notary Public, State of New York No. 01CA4882203 Qualified in Suffolk County Commission Expired Merch 13, 2018 ENRICH EQUIPMENT CO INC Signature

PRINCIPAL QUESTIONNAIRE FORM

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

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

| | Principal Name Jeseph PEZDAN |
|---|---|
| | Date of birth 031 081 1960 |
| | Home address 1551 TANNER ST |
| | City/state/zip How BROOK NY. 11741 |
| | Business address 42 FIELD ST |
| | City/state/zip W. BABYLON N.Y. 11704 |
| | Telephone 631 293-6920 |
| | Other present address(es) NOUE |
| | City/state/zip |
| | Telephone Nava . |
| | List of other addresses and telephone numbers attached |
| • | Positions held in submitting business and starting date of each (check all applicable) President// Treasurer/_/ Chairman of Board/_/ Shareholder/_/ Chief Exec. Officer/_/ Secretary/_/ Chief Financial Officer/_/ Partner/_/ Vice President 09 / 12 / 2012 // Resent (Other) |
| , | Do you have an equity interest in the business submitting the questionnaire? YES V NO If Yes, provide details. <i>5% 5TocKHade</i> と |
| (| 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. |
| Ī | Within the past 3 years, have you been a principal owner or officer of any business or not- for-profit organization other than the one submitting the questionnaire? YES NO ν f Yes, provide details. |
| | |
| | Rev. 3-201 |

| ъ. | OCOUR | any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO |
|-------------|--|---|
| Pro | OTE: A eration ovide a | n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy. |
| uic | appio | priate page and attach it to the questionnaire. |
| •• | organ | past (5) years, have you and/or any affiliated businesses or not-for-profit izations 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 V If Yes, provide details for each such instance. |
| | b. | Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance. |
| | C. | Been denied the award of a contract and/or the opportunity to bid on a contract, |
| | | including, but not limited to, failure to meet pre-qualification standards? YES NO LI If Yes, provide details for each such instance. |
| | d. | Been suspended by any government agency from entering into any contract with it; |
| | | and/or is any action pending that could formally debar or otherwise affect such |
| | | business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance. |
| | | details for each such instance. |
| ; ; ; | the pas bankru any su initiate questic | any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of Involuntary bankruptcy proceedings during at 7 years, and/or for any portion of the last 7 year period, been in a state of ptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is choosen now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.) |
| | a) | Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge. |
| | b) | Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge. |
| | c) | Is there any administrative charge pending against you? YES NOW If Yes, provide details for each such charge. |
| | | In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO V If Yes, provide details for each such conviction. |
| | | |

Rev. 3-2016

| | e) | in the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? |
|----|-----------------------------|--|
| | | YES NO If Yes, provide details for each such conviction. |
| | f) | In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence. |
| 9. | investion subject for, or o | tion to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the of an investigation where such investigation was related to activities performed at on behalf of the submitting business entity and/or an affillated business listed in set to Question 5? YES NO If Yes, provide details for each such |
| | anti-trus | ion to the information provided, in the past 5 years has any business or organization response to Question 5, been the subject of a criminal investigation and/or a civil st investigation and/or any other type of investigation by any government agency, g but not limited to federal, state, and local regulatory agencies while you were a lowner or officer? YES NO If Yes; provide details for each such ation. |
| | proceed | ast 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative lings with respect to any professional license held? YES NO If Yes; details for each such instance. |
| 1 | ~~~ | past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO FOR IT Yes, provide details for each such |
| | | |

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. |
|--|
| the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity. |
| Sworn to before me this 27 day of November 2017 |
| Notary Public Notary Public Notary Public Notary Public No. 01CACORSON No. 01CACORSON Commission Expires March 13, 2018 |
| Name of submitting business: HENRICH EQUIPMENT CO TNC. |
| By: OSEPH FEZDAN Printname Amy Grant |
| Signature V. P. Title |
| |

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:

| be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below: | | |
|---|--|---|
| Delivery to be made | 15 | Days A/R/O. |
| bidder. Purchase Order and Direct all deliveries. Bidders agree that all orders shall b | ing agency authorized to Purchase Order shall in the effective and binding | Order, or in the case of a Blanket Order, upon receipt of a to use the Blanket Order which will be issued to the successful adicate the destination address. Inside delivery is required on upon the contractor when PLACED IN THE MAIL addressed to Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF |
| INSPECTION: Bidders should be | aware of Inspection an | d Delivery requirements as stipulated. |
| BILLING: Shall be made on Count completion of deliveries made again | y claim forms or Certifi Ist applicable Purchase | ied Invoices to the individual using County Agency upon Order(s) or Direct Purchase Order(s). |
| | NO PARTIAL PAY | MENTS WILL BE PAID. |
| ****** | *********VENDOR CLA | IM CERTIFICATION************ |

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

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

| ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOO | RS IINI ESS ATHERWICE CREATER |
|---|--------------------------------|
| | ME ONELOS OTTERMISE SPECIFIED. |
| BIDDER SIGN HERE | VILE PRESIDENT |
| BIDDER | TITLE |

| CLAIMANT NAME | DATE |
|---|--|
| BY (SIGNATURE) | TITLE |
| *CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETE | D WILL BE RETURNED TO YOU UNPAID** |
| Vendors may download claim form NIFS560 at the following URL: | |
| http://www.nassaucountyny.gov/agencies/Comptroller/Do | ocs/PDF/ClaimVoucherFormBlank.pdf |
| PAYMENT: A certified invoice, or a County claim form to which the directly to the using agency, supported by vouchers signed by agency the required services as specified. *********************************** | cy personnel attesting to satisfactory completion of FICATION************************************ |
| If a claim voucher is not being submitted, the following cert | ification MUST appear on the invoice: |
| I hereby certify that all items or services were delivered or reprices charged are in accordance with referenced purchase of is just, true and correct; that the balance stated herein is accordancely claimed; that no taxes from which the County is eclaimed for disbursements have actually and necessarily been | endered as set forth in this claim; that the order, delivery order or contract, that the claim tually due and owing and has not been |
| | |
| Claimant Name | Date |
| By Signature | Title |
| | Title |
| By Signature | Title |
| By Signature CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COM | Title PLETED WILL BE RETURNED TO YOU UNPAID. |
| By Signature CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMI Vendors may download claim form NIFS560 at the following URL: http://www.nassaucountyny.gov/agencies/Comptroller/Doc | Title PLETED WILL BE RETURNED TO YOU UNPAID. cs/PDF/ClaimVoucherFormBlank.pdf |
| By Signature CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMI Vendors may download claim form NIFS560 at the following URL: http://www.nassaucountyny.gov/agencies/Comptroller/Doc PAYMENT IN DETAIL: Billing shall be rendered in detail, listing par | Title PLETED WILL BE RETURNED TO YOU UNPAID. CS/PDF/ClaimVoucherFormBlank.pdf ts and materials used, their prices and labor shown |
| Dy Signature CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMI Vendors may download claim form NIFS560 at the following URL: http://www.nassaucountyny.gov/agencies/Comptroller/Doc PAYMENT IN DETAIL: Billing shall be rendered in detail, listing par in hours and extended rates. RETENTION OF BID: Vendor is required to make a copy of his game. | Title PLETED WILL BE RETURNED TO YOU UNPAID. CS/PDF/ClaimVoucherFormBlank.pdf ts and materials used, their prices and labor shown applicable attachments. ttachments to designate items awarded. |
| Dy Signature CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMI Vendors may download claim form NIFS560 at the following URL: http://www.nassaucountyny.gov/agencies/Comptroller/Doc PAYMENT IN DETAIL: Billing shall be rendered in detail, listing par in hours and extended rates. RETENTION OF BID: Vendor is required to make a copy of his com Any purchase orders issued against this bid will refer to the bid and at | Title PLETED WILL BE RETURNED TO YOU UNPAID. CS/PDF/ClaimVoucherFormBlank.pdf Its and materials used, their prices and labor shown in pleted bid document and applicable attachments. Itachments to designate items awarded. column. |

FORMAL SEALED BID PROPOSAL 10031-11227-172

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

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

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

| Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970. |
|--|
| BIDDER SHALL STATE WARRANTY PERIOD: 1 YEAR |
| NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point. |
| BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE: |
| NONE |
| |
| TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly. |
| NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities. |
| REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions. |
| PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening. |
| STATE PRICE PROTECTION PERIOD: 365 DAYS AFTER BID OPENING |
| EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders. |
| ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE BIDDER 33 |

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

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

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

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

A) Certificate of Insurance name the County of Nassau as co-insured: GREAT DIVIDE INSURANCE CO.

Or

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

<u>Include</u> the certificate of insurance with your bid Nassau County <u>Must</u> be named as an additional insured

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

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

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

| ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS | IMI ECC OTHERWISE CREATER |
|---|---------------------------|
| BIDDER SIGN HERE | VILLE PRISIDENT |
| BIDDER | TITLE |

GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

| ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS | IIMI EES OTUEDWIGO COMMINA |
|---|----------------------------|
| BIDDER SIGN HERE Many by | VILE PRESIDENT |
| BIDDER | TITLE |

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

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

PARTS:

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

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

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

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

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

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

Details of parts used

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

| ALL BIDS MUST BE F. | O.B. DESTINATION AND INCLUD | E DELIVERY WITHIN DOORS I | NLESS OTHERWISE SPECIFIED. |
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FORMAL SEALED BID PROPOSAL 10031-11227-172

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

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

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

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

NON PERFORMANCE

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

DISCLAIMER

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

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NOTICE

READ THIS PAGE OF THE BID CAREFULLY

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

RIGHT TO KNOW LAW AND "OSHA"

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

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

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

CERTIFICATION:

| I HEF | EBY CERTIFY THAT I HAVE REA | AD THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT DO NOT CONTAIN ANY TOXIC SUBSTANCES. | ITEMS NUMBERED |
|------------|-----------------------------|--|------------------|
| X _ | Signature | Vicio Prasident Title | 11/21/17 Date |

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EVALUATION:

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

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

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

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

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

| ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOO | RS UNLESS OTHERWISE SPECIFIED |
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NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

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

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

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

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

| EVELTY ADDENDON TO THIS PAGE IL SPACE IS | REQUIRED FOR STATEMENT] |
|---|--|
| Subscribed to under penalty of perjury under the laws of the State of New York, | |
| this 21 day of $N v V E M 6 V E M $ | as the act and deed of said Corporation or |
| Identifying Data: | |
| Potential Contractor: HEN RICH EQUIPMENT CO., 11 | νc |
| Address: 42 FIELD STREET | |
| Street: | · · · · · · · · · · · · · · · · · · · |
| City, Town, etc: WEST BASYLON, N.Y. 11704 | |
| Telephone: 631-293-6920 | Title: VICE PRESIDENT |
| 76 P 11 | |
| Name | _ Title Vick PRESIDENT |
| | Sign Here |
| FAILURE TO COMPLETE THIS FORM AND SIGN IN AP AUTOMATIC REJECTION O | PROPRIATE PLACE SHALL RESULT IN |
| | |
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GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

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

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

Prices <u>MUST</u> be inserted with <u>TYPEWRITER OR INK</u>. Entries with <u>WHITE OUT</u>, <u>CROSS-OUTS OR LIFT-OFF TAPE</u> <u>MUST</u> 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 $\underline{\text{MUST BE COMPLETED}}$ and submitted with bid. See page $\underline{4}$ for further details

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NY STATE LABOR LAW

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

- a. "Public Works" and "Building Services" Definitions
- i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).
- ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.
- b. Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.
- c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.
- d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:
- i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
- ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work is being performed.
- iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.
- iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

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

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FORMAL SEALED BID PROPOSAL 10031-11227-172

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

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

Ordinance # 72-2014

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

https://eproc.nassaucountyny.gov/SupplierRegister

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

Specifications:

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

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

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

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

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

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

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

| ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UN | NLESS OTHERWISE SPECIFIED. |
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During the course of each job for maintenance, repair or installation, daily work tickets shall be compiled by staff noting the time of job start, job end, technicians on site and work accomplished for each day. These tickets will be signed by both the vendor supervisor on the site and the Nassau County representative on site and submitted with your claims.

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

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

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

Pricing:

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

| PLAN B (TIME AND MATERIALS) PRICING SCHEDUI | 速: |
|---|---|
| LABOR BETWEEN THE HOURS OF 7:00 A.M. AND 3: | :00 P.M. MONDAY THROUGH FRIDAY: |
| B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLU | IDES INITIAL DIAGNOSIS |
| | \$ 75.00 |
| B2) REGULAR HOURLY RATE | at \$ 106.00 /hr. |
| B3) EACH ADDITIONAL QUARTER HOUR | at \$ 26.50 /4 hr. |
| PARTS: | |
| B6) MANUFACTURER'S LIST PRICE (MLP) LESS | 12 % |
| B7) COST PLUS % | |
| Vendor agrees, if requested, to provide the authorized representative of the Purchasing list price. The cost plus rate stated above manufacturer's list price, and when billing | Department with copies of such manufacturer's |
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 10031-11227-172

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

| WARRANTY PERIOD: On Service, Repair Rendered | |
|---|--------------------------------|
| PARTS: 365 days | |
| LABOR: 30 days | |
| OVERTIME RATES: All other times (after 3:00 PM or before or any time on Saturday or Sunday. | 7:00 AM Monday through Friday, |
| B8) MINIMUM CHARGE (IF ANY) \$ | 20.00 |
| B9) REGULAR HOURLY RATE at \$_159. | 00 /hr. |
| B10) EACH ADDITIONAL QUARTER HOUR at\$ 39.75 | 5_/4 hr. |
| RESPONSE TIME 2 | HRS |
| Pricing for new Installations. | |
| 1) Furnish Veeder-Root TLS-450 plus unit | \$ |
| 2) Veeder-Root catalog items (not including base unit) Manufacture list price minus // % | \$ Ea. |
| 3) Labor – Furnished between the hours of 7:00 am and 3:00 pm | \$Ea. |
| Labor – furnished before 7:00 am and after 3:00 pm and or on weekends or holidays | \$ <u>159.00</u> Ea. |
| 5) Helper – furnished between the hours of 7:00 an and 3:00 pm | \$ <u>95.00</u> Ea. |
| 6) Helper – furnished before 7:00 am and after 3:00 pm or on Weekends or holidays | \$ 149.00 Ea. |
| 7) Parts not covered in Veeder-Root catalog | |
| Manufacture list price minus | |
| Cost plus | |

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| Parts: the purchasing of parts will be a | allowed on this | contract at: |
|--|-----------------|--------------|
| Manufacture list price minus | 15 | % |
| Cost plus | 15 | % |

There is no mileage or travel time allowed.

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

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

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| OFFICE OF PURCHA SUMMARY OF BIDS OPENED: NOVEMBE BID NO: 10031-1122' REQ. NO: N/A TITLE: VEERDER R | OFFICE OF PURCHASING SUMMARY OF BIDS OPENED: NOVEMBER 22, 2017 AT 11 A.M. BID NO: 10031-11227-172 REQ. NO: N/A TITLE: VEERDER ROOT SYSTEM MAINT/F & | ц. | ©EMSTAR CONSTRUCTION CORPORATION | HENRICH | | | | | | | | | | | | DETAILS (AWARD | |
|---|--|---------|--|----------|-----|-----|-----|-------|-----|-------|-----|------|------|--|----|--------------------|--------|
| ITEM# | AŘTICLE | UNIT | 1 | 2 | 3 | 4 | 2 | 9 | 7 | т. | 6 | 10 | # | 12 | 13 | AWARD TO NO. | AMOUNT |
| <u>8</u> | MINIMUMICALL OUT CHARGE (IF ANY) | \$ | 165.00 | 75.00 | | | | | | | | | | | | | |
| B2 | REGULAR HOURLY RATE | HR. | 165.00 | 106.00 | | | | | | | | | | | | | |
| B3 | EACH ADDITIONAL 1/4 HOUR 1/4 HR. | 1/4 HR. | 41.25 | 26.50 | | | | | | | | | | | | | |
| B4 | TRAVEL TIME (IF ANY) | | | | | | | | | | | | | | | | |
| B5 | MILEAGE (IF ANY) | | | | | | | | | | | | | | | , | |
| PARTS B6 | MANUFACTURER'S LIST PRICE LESS | % | 1% | 12% | | | | | | | | 7.11 | | | | | |
| 28 | COST PLUS | % | %0 | 15% | | | | | | | | | | | | | |
| OVERTIME B8 | MINIMUM CHARGE (IF ANY) | € | 205.00 | 100.00 | | | | | | | | | | | | ì | |
| B9 | REGULAR HOURLY RATE | HR. | 205.00 | 159.00 | | | | | | | | | | | | | |
| B10 | EACH ADDITIONAL 1/4 HOUR 1/4 HR. | 1/4 HR. | 51.25 | 39.75 | | | | | | | | : | | | | | |
| 1 | FURNISH VEEDER-ROOT TLS-450 PLUS UNIT | EA | 2,500.00 | 2,202.00 | | | | | | | | | | | | a | |
| 2 | VEEDER-ROOT MFT LIST PRICE MINUS % | % | -1% | 12% | | | | | | | | | | | | | |
| e | LABOR 7:00AM-3PM | EA | 165.00 | 119.00 | | | | | | | | | | | | | |
| 4 | LABOR BEFORE 7:00AM & AFTER 3:00PM | EA | 205.00 | 159.00 | | | | | | | | | | | | | |
| 2 | HELPER 7:00AM-3:00PM | EA | 165.00 | 95.00 | | - | | | | | | | | | | | |
| 9 | HELPER BEFORE 7:00AM & AFTER 3:00PM | EA | 205.00 | 149.00 | | | | | | | | | | | | | |
| 7 | PARTS NOT COVERED VEEDER-ROOT MFG LIST PRICE MANUS | % | -1% | 15% | | | | | | | | | | | | | |
| | PARTS NOT COVERED VEEDER-ROOT COST PLUS | % | %0 | 15% | | | | | | | | | | | | | |
| | PARTS MANUFACTURE LIST PRICE MINUS | % | 1% | 15% | | | | | | | | | | | | | |
| | PARTS COST PLUS | % | %0 | 15% | | | | | | | | | | | | | |
| PREPARED BY | ВҮ | TERMS | 1% | NET | NET | E L | NET | NET I | NET | - NET | NET | NET | HE L | LEI LEI LEI LEI LEI LEI LEI LEI LEI LEI | N | | |

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

PUBLIC BID OFFICER

Date [[] 33/[7



FORMAL BID RECOMMENDATION

BID NUMBER 10031-11227-172

OPEN November 22, 2017

TITLE: Veeder Root Systems Maintenance/Furnish and Install

DATE: November 28, 2017

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: November 28, 2017 | 16 | Bid Results |
|---|--|------|---|
| | To: Supervisor From: Buyer Timothy Funaro | Item | Bidder |
| | List of recommended awards in accordance with the at | ļ | Recommend an award be given to Henrich |
| | attached summary is shown in column at right. The | | Equipment Co. Inc. as the lowest |
| | reason for award to other than low bidder is indicated | | responsible bidder meeting specifications |
| ļ | on the reverse side of this page. | | and bid terms. |
| | 1. A. F. | | |
| | Buyer | | |
| l | | | |
| L | Date: | | |
| | Date. | | |
| | To: Director From: Supervisor | | |
| | | | |
| | Concur Disagree (See Reverse) | | |
| - | | | |
| | Date: #// 3/9 1/ 7 | | |
| | To: Buyer | | |
| | Approved for Award | | |
| | Hold award pending discussion | | |
| | NO Subject to Legislature Approval | | |
| | gradules de reducina | Ĭ | |
| | YES Subject to Legislature Approval | | |
| | | | |
| | Difector | | |
| | | | |

Title: bid#

Comparison OF Bids

Recommended Vendor N/A

Requisition#

N/A

Pre-Encumbrance:

N/A

Buyer

Timothy Funaro

% and \$ difference plus or minus over #VALUEI #VALUEI

Purchas Order #

| Vendors | | | | | | | | | | | | |
|------------------|----|--------------------------------|-------------------|------------------|----------------|------------|----------|----------|--|----------------|-------------|------------------|
| line | at | y unit price | | | | | | Vendor# | 4 | Vendor# | 5 | TT |
| 1 | | 1 75.00 | extended 75.00 | | extended | unit price | extended | | extended | unit price | extended | low bid |
| 2 | | 106.00 | | | 165.00 | 0.00 | | 1 0.00 | | | 0.00 | |
| 3 | | 26.50 | | | 165.00 | 0.00 | | | | 0.00 | 0.00 | |
| 4 | | | 12.00 | | 41.25 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | |
| 5 | | | 15.00 | 1.00 | 1.00 | 0.00 | 0.00 | 2,00 | 0.00 | 0.00 | 0.00 | |
| 6 | | | 100.00 | | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | |
| 7 | - | | 159,00 | | 205.00 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | |
| 8 | - | | 39.75 | | 205,00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9 | 1 | | 2202.00 | 51.25 2500.00 | 51.25 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | |
| 10 | 1 | | 12.00 | 1.00 | 2500.00 | 0.00 | 0.00 | | | 0.00 | 0,00 | |
| 11 | 1 | | 119.00 | 165.00 | 1.00 165.00 | 0.00 | 0.00 | 0.00 | 0,00 | 0.00 | 0.00 | |
| 12 | 1 | | 159.00 | 205.00 | 205.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | |
| 13 | 1 | | 95.00 | 165.00 | 165.00 | 0.00 | 0.00 | | | 0.00 | 0.00 | 159.00 |
| 14 | 1 | | 149.00 | 205.00 | 205.00 | 0.00 | 0,00 | 0.00 | 0.00 | 0.00 | 0.00 | 95.00 |
| 15 | 1 | | 15.00 | 1.00 | 1,00 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | 149.00 |
| 16 | 1 | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 17 | 1 | | 15.00 | 1.00 | 1.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 18 | 1 | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 |
| 19 | 0 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 |
| 20 | Ō | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 21 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 23 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 25 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0,00 | 0.00 | 0.00 |
| 26 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 27 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 28 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 29 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 30 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 31 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 32 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 33 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 34 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 35 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.001 | 0.00 | 0.00 | 0.00 |
| sum | | | 3329.25 | | 4076.50 | | 0.00 | | 0.00 | 0,00 | 0.00 | 0.00 |
| ship | 1 | 0.00 | 通過半0.00 | 0.00 [離 | 0.00 | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 |
| 3 a 15 | | Total Tales | 3329.25 | Total 瑞典文化 | 4076.50 | Total 🐉 🗱 | | Total 總議 | | Total | 0.00 | -353550-0-74-F-0 |
| Delivery | | 10 Days | | 14 days | | | | | 0.00 | 1 Otal Paramet | 0.00 | 874.50 |
| erms | | Dest. | | Dest. | | | | | | | | |
| .O.B. | | Vet 30 | | 1/20/n30 | | | | | | | | |
| /in | | 112224526 | | 133604901 | | | | | 14 a 45 a 45 a | | | |
| el No. /erbal | | 331-93-6920 | | 718-442-8200 | | | | | The state of the s | | | 0.00 |
| ate | | Joseph Pezdar 11/22/2017 se | | John Sala | | | | | | | | |
| zale – | | 11/42/201/ SE | aled bid | 11/22/2017 se | ealed bid | | | | | | | |

| AI. | -4- |
|-----|-----|
| TM(| ne. |

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

| * key | 0=No Bid | |
|-------|----------|--|
| | | ** · · · · · · · · · · · · · · · · · · |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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).

| | is certificate does not confer rights i | V 1110 | 0010 | modio noidor in nod or oc | CONTAC | | | | | |
|-----------------------------------|---|------------------------|-----------------------|--|--|--|---|---|--------|------------|
| PRO | DUČER | | | | NAME: Diane Privitera | | | | | |
| | Malpigli & Associates Ins. | Age | ncy, | Inc. | PHONE (A/C, No, Ext); 631-581-5555 FAX (A/C, No); 631-581-3030 | | | | | |
| l | 3311 Sunrise Highway | | | | E-MAIL ADDRESS: diane@malpigliins.com | | | | | |
| | Islip Terrace, NY 11752 | ! | | | INSURER(S) AFFORDING COVERAGE | | | | NAIC# | |
| l | | | | | INSURE | | | surance Co | | 25224 |
| INSU | RED | | | | INSURE | | al Facilitie | | | 42390 |
| | Hanrich Equipment Co Inc | | | | INSURE | | | surance Co | | 72330 |
| | Henrich Equipment Co Inc | | | | | | L DIVIGE III | Surance Co | | - |
| | 42 Field St | | | | INSURE | | | | | 1 |
| | West Babylon, NY 1170 | <i>)</i> 4 | | | INSURE | | | | | |
| | | | | | INSURE | | | | | |
| _ | | | | NUMBER: 00000000-7 | | | | | 206 | |
| E) | IIS IS TO CERTIFY THAT THE POLICIES (DICATED. NOTWITHSTANDING ANY REC ERTIFICATE MAY BE ISSUED OR MAY PE (CLUSIONS AND CONDITIONS OF SUCH | QUIRE RTAII POLI | MEN N, TH CIES. | T, TERM OR CONDITION OF E INSURANCE AFFORDED E LIMITS SHOWN MAY HAVE | ANY C | ONTRACT OF POLICIES DE: REDUCED BY | ROTHER DOC SCRIBED HER PAID CLAIMS. | UMENT WITH RESPECT TO REIN IS SUBJECT TO ALL T |) HW C | CH THIS |
| INSR LTR | TYPE OF INSURANCE | ADDL | SUBR WVD | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
| Α | X COMMERCIAL GENERAL LIABILITY | Υ | | ECP2016419-12 | | 11/18/2017 | 11/18/2018 | EACH OCCURRENCE | \$ | 3,000,000 |
| • | CLAIMS-MADE X OCCUR | _ | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 100,000 |
| | 78. | | | | | | | MED EXP (Any one person) | \$ | 5,000 |
| | | | | | | | | PERSONAL & ADV INJURY | s | 3,000,000/ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE | s | 3,000,000 |
| | POLICY X PRO- | | | | | | | PRODUCTS - COMP/OP AGG | \$ | 3,000,000 |
| | | | | | | | | FRODUCTS - CONFTOR AGG | \$ | 3,000,000 |
| В | OTHER: AUTOMOBILE LIABILITY | | | HEAU823212 | | 00/05/0047 | 06/05/2018 | COMBINED SINGLE LIMIT (Ea accident) | \$ | 4 000 000 |
| D | ANY AUTO | | | HEAU623212 | | 06/05/2017 | 06/05/2018 | (Ea accident) BODILY INJURY (Per person) | \$ | 1,000,000 |
| | OMBIED DOUBERINED | | | | | | | , , , | \$ | |
| | AUTOS ONLY AUTOS | | | | | | | BODILY INJURY (Per accident) PROPERTY DAMAGE | | |
| AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | | | | (Per accident) | \$ | |
| | | | | | | | | | \$ | |
| Α | UMBRELLA LIAB X OCCUR | | | FFX2016421-12 | | 11/18/2017 | 11/18/2018 | EACH OCCURRENCE | \$ | 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | • | | | | AGGREGATE | \$ | 2,000,000 |
| | DED RETENTION\$ | | | | | | | | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | 1 | PER OTH- STATUTE ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | | | | | E.L. EACH ACCIDENT | \$ | |
| | (Mandatory in NH) | N/A | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | |
| С | Contractor Pollution | | | ECP2016419-12 | | 11/18/2017 | 11/18/2018 | per claim | | 3,000,000 |
| С | Professional Liabili | | | ECP2016419-12 | | 11/18/2017 | 11/18/2018 | Each Claim | | 2,000,000 |
| _ | | | | | | | | | | ,, |
| | ription of operations / Locations / Vehic O Id#- BPNC12000146. Nassau C | | | | | | | | | |
| CEI | RTIFICATE HOLDER | | | | CANC | ELLATION | | | | |
| | Nassau County Office One West Street Mineola, NY 11501 | of P | urcl | hasing | THE ACC | EXPIRATION | DATE THERE(TH THE POLIC | ESCRIBED POLICIES BE CA DF, NOTICE WILL BE DELIV PY PROVISIONS. | | |
| | | | | | Collett which. | | | | | |

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/01/18

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be

| - : | endorsed. If SUBROGATION IS WAI statement on this certificate does no | VED, t con | subje før rig | ect to the terms and condit whits to the certificate holder | ions r in li | of the policy ieu of such e | y, certain po ndorsementi | licies may require an ende s). | orsement. A | |
|---|--|---------------|------------------|--|--|--|---|---|---|--|
| PRODUCER | | | | | | CONTACT NAME: Aon Risk Services, Inc of Florida | | | | |
| 1001 Brickell Bay Drive, Suite #1100 | | | | | | PHONE / FAX | | | | |
| Mlami, FL 33131-4937 | | | | | | (A/C, No, Ext): 800-743-8130 (A/C, No): 800-522-7514 EMAIL ADDRESS: ADP.COI.Center@Aon.com | | | | |
| | | | | <u> </u> | אטטאַ | | R(S) AFFORDIN | | 1110# | |
| | | | | 10 | ISUR | R A: New Hamp | · · · · · · · · · · · · · · · · · · · | GCOVERAGE | NAIC # | |
| INSURED | | | | | INSURER B: | | | | 23841 | |
| ADP TotalSource DE IV, Inc. 10200 Sunset Drive | | | | | INSURER C: | | | | | |
| Miami, FL 33173 L/C/F | | | | | INSURER D: | | | | | |
| Henrich Egylpment Co Inc | | | | | | INSURER E: | | | | |
| 42 Field St Babylon, NY 11704 | | | | | | INSURER F: | | | | |
| CC | OVERAGES | - C | ERTI | FICATE NUMBER: 1851069 | _ | | | REVISION NUMBER | , | |
| (| HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH | QUIF PER | REMEN TAIN. 1 | IT, TERM OR CONDITION OF A THE INSURANCE AFFORDED I | ANY BY T | CONTRACT O | R OTHER DOI DESCRIBED H | NAMED ABOVE FOR THE POI CUMENT WITH RESPECT TO JEREIN IS SUBJECT TO ALL | LICY PERIOD WHICH THIS THE TERMS, | |
| NSR | TYPE OF INSURANCE | ADDL | SUBR | POLICY NUMBER | בא ועב | POLICY EFF | POLICY EXP | LIMITS SHOWN ARE AS F | REQUESTED. | |
| LTR | COMMERCIAL GENERAL LIABILITY | INSR | WVD | I AFIAL MAMBER | | (MM/DD/YYYY) | (MM/DD/YYYY) | LIMITS | | |
| | | | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED | | |
| | CLAIMS-MADEOCCUR | | | | | | | PREMISES (Ea occurrence) \$ | _ | |
| | | | | | | | | MED EXP (Any one person) \$ | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | ļ | | | PERSONAL & ADV INJURY \$ | | |
| | POLICY PROJECT LOC | | | | ĺ | | | GENERAL AGGREGATE \$ | | |
| | OTHER | | | | | | | PRODUCTS - COMP/OP AGG \$ | | |
| | AUTOMOBILE LIABILITY | - | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ | | |
| | ANY AUTO | | | | | | | BODILY INJURY (Per person) \$ | | |
| | OWNED SCHEDULED AUTOS ONLY AUTOS | | li | | | | | | | |
| | HIRED NON-OWNED | | | | | | | BODILY INJURY (Per accident) \$ PROPERTY DAMAGE | | |
| | AUTOS ONLY AUTOS ONLY | | | | | | | (Per accident) \$ | | |
| | UMBRELLA LIAB OCCUR | | | | | | | | | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | EACH OCCURRENCE \$ | | |
| | DEC RETENTION \$ | | | | | | | AGGREGATE \$ | | |
| $\overline{}$ | WORKERS COMPENSATION | | | | | | · | X PER STATUTE ER | | |
| A | AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE | | | WC 026182194 NY | ⁷ | 12/30/17 | 07/01/18 | | 11-11-11-1 | |
| ļ | OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | | | E.L. EACH ACCIDENT \$ | Unlimited | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ | Unlimited | |
| | | | | | \dashv | | | E.L. DISEASE - POLICY LIMIT \$ | Unlimited | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Allw | CRIPTION OF OPERATIONS / LOCATIONS / VEI orksite employees working for HENRICH EQUIPMI | ENT CO | O INC, p | (U 101, Additional Remarks Schedul Ald under ADP TOTALSOURCE, INC's | e, may | , be attached if m | iore space is req der the above stat | uired) ed policy. | | |
| ERTIFICATE HOLDER | | | | | CANCELLATION | | | | | |
| Office of Purchasing | | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | |
| | | | | AUTH | ORIZE | D REPRESENTA | TIVE | | | |
| | | | | | | | | rvices, Inc of Flor. | ida | |