



Nassau

County

**A-16-19**

Office of Purchasing

**Staff Summary A-16-2019**

Subject: Irrigation Systems Maintenance & Repair (S/B # 93437-11298-171)
Department: Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date: January 15, 2019
Vendor Name: Watercraft Irrigation
Contract Number A-16-2019
Contract Manager Name Anette Sullivan

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
<i>af</i>	Budget	<i>04/24/2019 JSL</i>	County Atty.
	Deputy C.E.	<i>5/24/19 HW</i>	County Exec.

**Narrative**

**Purpose:** To authorize and award a Blanket Purchase Order for Irrigation Systems Maintenance & Repair for the Nassau County Department of Public Works and the Department of Parks, Recreation and Museums.

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

**Impact on Funding:** The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Director of Shared Services, shall be Two Million Five Hundred Thousand Dollars (\$2,500,000.00) from general funds.

**Recommendation:** Office of Purchasing recommends an award be given to Watercraft Irrigation as the lowest responsible bidder meeting specifications.

APPROVED:

*J. G. G. 4/18/19*

NASSAU COUNTY

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND RECREATION

2019 MAY 24 P 12:38

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE

RULES RESOLUTION

2019

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 DEPARTMENT OF PUBLIC WORKS AND THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND WATERCRAFT IRRIGATION.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids 93437-11298-171 for Irrigation Systems Maintenance and Repair for THE DEPARTMENT OF PUBLIC WORKS AND THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, Watercraft Irrigation 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 Watercraft Irrigation.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-16-2019**

**FROM:** MELISSA GALLUCCI -COMMISSIONER OF SHARED SERVICES

**DATE:** JANUARY 15, 2019

**SUBJECT:** RESOLUTION–NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS.

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER WITH A MAXIMUM AMOUNT OF TWO MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS TO WATERCRAFT IRRIGATION WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE FOR IRRIGATION SYSTEMS MAINTENANCE AND REPAIR FOR THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS.

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



MELISSA GALLUCCI  
COMMISSIONER OF SHARED SERVICES

MS: gb

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





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? **NO.**

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

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

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

Dated: 12/15/18

Vendor: Watercraft Irrigation Inc.

Signed: [Signature]

Print Name: Robert Imhoff

Title: President



Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

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[Signature]  
BIDDER

President

TITLE

retained, employed or designated:

Page 2 of 4

*None*

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

*None*

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

*None*

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*[Signature]*

BIDDER

*President*

TITLE

Page 3 of 4

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

7. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? **NO**

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

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

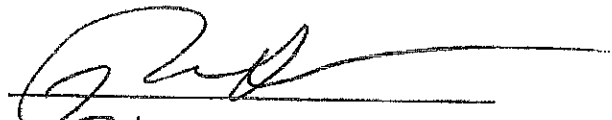
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Dated: 11/23/2018

Signed:



Print Name:

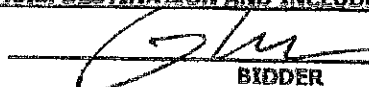
Robert Imhoff

Title:

President

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President  
TITLE

**PRINCIPAL QUESTIONNAIRE FORM**

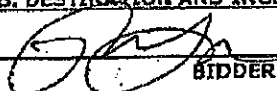
All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s)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

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

1. Principal Name Robert Imhoff  
Date of birth 9/23/1967  
Home address 100 Hillary St  
City/state/zip West Sayville NY 11796  
Business address 173 NO Main St  
City/state/zip Sayville, NY 11782  
Telephone 800-685-8361  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 1/2/2009 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Shareholder \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Secretary \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Partner \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Vice President \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. I Am Owner and President
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES \_\_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_\_ NO ☒ If Yes, provide details.

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TITLE



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

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

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

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

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

**CERTIFICATION**

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

I, Robert Imhoff, 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 23 day of November 2018

TERRY MACCARRONE  
Notary Public - State of New York  
No. 01MA6075403  
Qualified in Suffolk County  
Commission Expires June 3, 2022

[Signature]  
Notary Public

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[Signature]  
BIDDER


[Signature]  
TITLE

Watercraft Irrigation

Name of submitting business

Robert Imhoff

Print name



Signature

President

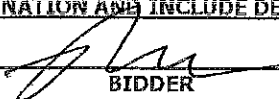
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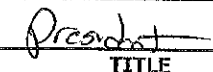
Date

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**Business History Form**

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

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

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

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

Date: 11/23/2018

**Watercraft Irrigation**

173 North Main St.

1) Proposer's Legal Name: Suite 331

Sayville, N.Y. 11782

2) Address of Place of Business: \_\_\_\_\_

List all other business addresses used within last five years:

none

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

Phone: 800/685-8361

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 07-888-7422

5) Federal I.D. Number: 26 416 3898

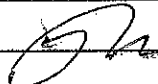
6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership ☒ Corporation \_\_\_\_\_ Other (Describe) \_\_\_\_\_

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: \_\_\_\_\_

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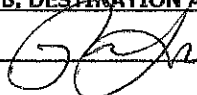
President

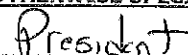
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- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or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

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TITLE

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

Yes \_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

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

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

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

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

17) Conflict of Interest:

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

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

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

no Conflict exists

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

NO Conflict exists

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

~~NO Conflict exists~~ Will not Hire or Politically endorse anyone who works for Nassau County.

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BIDDER SIGN HERE

[Signature]  
BIDDER

President  
TITLE

Robert Imhoff 100% President

100 Hillary ST W. Sayville NY 11796

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

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

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

B. Indicate number of years in business.

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

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

Company Middle County Central School District

Contact Person Frank Fiorino

Address S 43<sup>rd</sup> ST

City/State Centersville NY

Telephone 631-265-8835

Fax # —

E-Mail Address FFiorino@MCCSD.net

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[Signature]  
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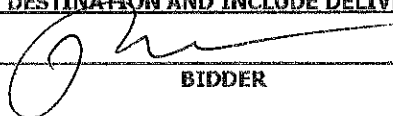
Company Tanger Outlet Deer Park  
Contact Person Bob Hennessey  
Address 152 The Arches Circle  
City/State Deer Park NY  
Telephone 631-242-0239  
Fax # —  
E-Mail Address B.Hennessey @ Tangeroutlet.com

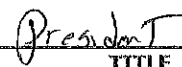
---

Company Roosevelt Field Mall  
Contact Person Steve Polimeni  
Address 630 Old Country Rd.  
City/State Garden City NY  
Telephone 516-742-8001 (x14)  
Fax # —  
E-Mail Address Stephen.Polimeni @ Simon.com

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE



CERTIFICATION

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

I, Robert Imhoff, 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 23 day of November

2018

Notary Public

TERRY MACCARRONE  
Notary Public - State of New York  
No. 01MA6075403  
Qualified in Suffolk County  
Commission Expires June 3, 20 22

Name of submitting business:

Watercraft Irrigation Inc.

By:

Robert Imhoff

Print name

Signature

President

Title

11 / 23 / 2018  
Date

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

BIDDER SIGN HERE

BIDDER

TITLE

**CERTIFICATE OF INCORPORATION**

**OF**

**WATERCRAFT IRRIGATION INC.**

**FILER:**

**Service Inc.**

**P.O. Box 871**

**Albany, New York 12201**

**Acct. #**

**CUSTOMER REFERENCE NUMBER: 30978**

WAIVER OF NOTICE OF ORGANIZATION MEETING  
OF

WATERCRAFT IRRIGATION INC.

I, The undersigned, being the Sole Incorporator named in the Certificate of Incorporation of the above corporation hereby agree and consent that the organization meeting thereof be held on the date and at the time and place stated below and hereby waive all notice of such meeting and of any adjournment thereof.

Place of Meeting

Date of Meeting

Time of Meeting



---

Sole Incorporator

**CERTIFICATE OF INCORPORATION**

**OF**

**WATERCRAFT IRRIGATION INC.**

**Under Section 402 of the Business Corporation Law**

The undersigned, a natural person of the age of eighteen years or over, desiring to form a corporation pursuant to the provisions of the Business Corporation Law of the State of New York, hereby certifies as follows:

**FIRST:** The name of the corporation is:

**WATERCRAFT IRRIGATION INC.**

**SECOND:** The purpose for which it is formed is as follows:

To engage in any lawful act or activity for which corporations may be formed under the Business Corporation Law provided that the corporation is not formed to engage in any act or activity which requires the consent or approval of any state official, department, board agency or other body, without such approval or consent first being obtained.

For the accomplishment of the aforesaid purposes, and in furtherance thereof, the corporation shall have and may exercise all of the powers conferred by the Business Corporation Law upon corporations formed thereunder, subject to any limitations contained in Article 2 of said law or in accordance with the provisions of any other statute of the State of New York.

**THIRD:** The office of the corporation in the State of New York is to be located in the County of Nassau.

**FOURTH:** The aggregate number of shares which the corporation shall have the authority to issue is 200 no par value.

## FILING RECEIPT

=====

ENTITY NAME: WATERCRAFT IRRIGATION INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS)

COUNTY: NASS

=====

FILED:01/28/2009 DURATION:PERPETUAL CASH#:090128000411 FILM #:090128000350

FILER:

EXIST DATE

-----  
SERVICO INC  
PO BOX 871-----  
01/28/2009

ALBANY, NY 12201

ADDRESS FOR PROCESS:

-----  
THE CORPORATION  
611 NEWBRIDGE ROAD  
EAST MEADOW, NY 11554

REGISTERED AGENT:

STOCK: 200 NPV

=====

SERVICE COMPANY: SERVICO - 35

SERVICE CODE: 35 \*

FEES	160.00
-----	-----
FILING	125.00
TRA	10.00
CERT	0.00
COPIES	0.00
HANDLING	25.00

PAYMENTS	160.00
-----	-----
CASH	0.00
CHECK	0.00
CREDIT	0.00
DRAWDOWN	160.00
OPAL	0.00
REFUND	0.00

\*\*\*\*\*

\*\*\*\*\*

DOS-1025 (04/2007)

**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CIRCULAR 01 1000 010

DATE OF THIS NOTICE: 02 02 2009

Employer identification number:  
26-4163898

Form: SS-4

Number of this notice: CP 575 A

WATERCRAFT IRRIGATION INC  
172 N MAIN ST 331  
SAYVILLE, NY 11782

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 26-4163898. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940	01/31/2010
Form 944	01/31/2010
Form 1120	03/15/2010

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

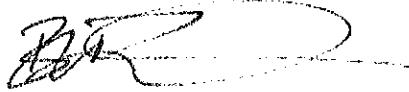
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

**State of New York**  
**Department of State** } **ss:**

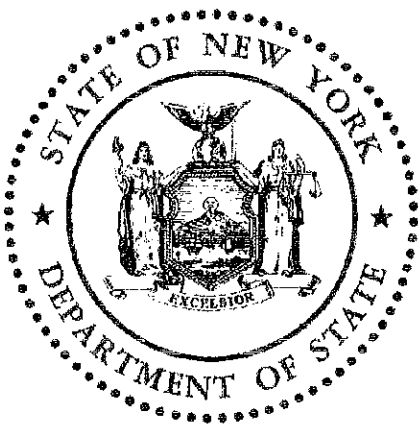
I hereby certify, that the Certificate of Incorporation of WATERCRAFT IRRIGATION INC. was filed on 01/28/2009, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

\*\*\*

*Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 11th day of September  
two thousand and eighteen.*



Brendan W. Fitzgerald  
Executive Deputy Secretary of State



201809120448 \* HW

FILING RECEIPT

=====

ENTITY NAME: WATERCRAFT IRRIGATION INC.

DOCUMENT TYPE: BIENNIAL STATEMENT-DOMESTIC CORPORATION COUNTY: NASS  
PROCESS CHIEF EXECUTIVE OFFICER LOCATION

=====

FILED:09/11/2018 DURATION:\*\*\*\*\* CASH#:180911002020 FILM #:180911002020

FILED:

-----

THE CORPORATION  
173 NORTH MAIN ST

SAYVILLE, NY 11782

ADDRESS FOR PROCESS:

-----

THE CORPORATION  
173 NORTH MAIN ST  
SAYVILLE, NY 11782

CHIEF EXECUTIVE OFFICER:

-----

ROBERT IMHOFF  
173 NORTH MAIN ST  
SAYVILLE, NY 11782

LOCATION:

-----

THE CORPORATION  
173 NORTH MAIN ST  
SAYVILLE, NY 11782

=====

SERVICE CODE: 00

FEES 9.00

FILED 1.00

FILE 1.00

TEXT 0.00

SEARCHED 1.00

HANDLING 0.00

PAYMENTS 9.00

CASH 0.01

CHECK 0.01

CHARGE 9.00

MAINTENANCE 0.00

OPAL 0.00

REFUND 0.00



# Business Corporation Biennial Statement

For Internal Use Only

3768223

Business Name:

WATERCRAFT IRRIGATION INC.

3768223

WATERCRAFT IRRIGATION INC.  
611 NEWBRIDGE ROAD  
EAST MEADOW, NEW YORK, 11554

Filed By: \_\_\_\_\_

Cash # (if different than film #): \_\_\_\_\_

Required Fee: \$9.00  
Filing Period: 01/2017  
(Make checks payable to the Department of State)

The Business Corporation Law requires corporations to update information with the Department of State every two years in the calendar month in which the corporation was formed or authorized. Farm Corporations are EXEMPT from this requirement and should complete Parts 4 and 5 ONLY. Please review the information in Parts 1, 2 and 3. Update the information in the space provided, if necessary. If no changes are necessary, proceed to Part 5. A corporation which fails to timely file its Biennial Statement shall be shown to be past due on the Department of State's records.

## Part 1: Name and Business Address of Chief Executive Officer

	Name		
	Robert Imhoff		
	Address		
	173 North Main St.		
	City	State	Zip
	Sayville	NY	11782

## Part 2: Street Address of the Principal Executive Office (A Post Office Box cannot be substituted)

	Address Line 1		
	Watercraft Irrigation Inc.		
	Address Line 2		
	173 North Main St.		
	City	State	Zip
	Sayville	NY	11782

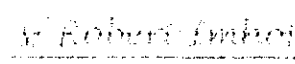
## Part 3: Address for Service of Process

WATERCRAFT IRRIGATION INC 611 NEWBRIDGE ROAD EAST MEADOW, NEW YORK, 11554	Name		
	Watercraft Irrigation Inc.		
	Address		
	173 North Main St.		
	City	State	Zip
	Sayville	NY	11782

## Part 4: Farm Corporation Exemption

<input type="checkbox"/>	I am certifying that this corporation is a farm corporation and is NOT required to update information with the Department of State every two years. A farm corporation is a corporation engaged in the production of crops, livestock and/or stock products to be sold or consumed within the State or to be sold or consumed outside the State for the purpose of providing food or other products to the general public. The corporation's primary business is the production of such products and the sale of such products is its principal source of income.
--------------------------	---

## Part 5: Signature of Officer, Director, Attorney-in-Fact or Authorized Person

	Robert Imhoff
President	

JUN-20-2006 05:14PM FROM-FIRST WINTHROP

+6176704746

T-678 P.000/008 F-287

**W-9**  
Form  
(Rev. October 2004)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the  
requestor. Do not  
send to the IRS.

Name (as reported on your income tax return)  
**Water Croft Irrigation Inc.**

Business name, if different from above

Check appropriate box: ☐ Individual ☒ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other

Address (street, street apt. or suite no.)  
**173 North Main Street Unit 331**

City, name, and ZIP code  
**Schmville, NY 11782**

List account number(s) here (optional)

Requestor's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, use the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 2. Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
| | + | | | |

or  
Employer identification number  
**26411613181918**

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person

Date **2/5/2009**

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requestor) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requestor gives you a form other than Form W-9 to request your TIN, you must use the requestor's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

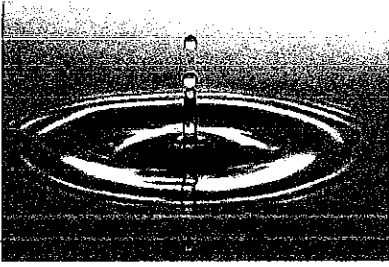
• any estate (other than a foreign estate) or trust. See Regulation section 301.7701-8(a) for additional information.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.



# Watercraft Irrigation Inc.

173 No. Main St. #331

Sayville, N.Y. 11782

(800) 685-8361

631 256-9148 fax

[scaper@watercraftirrigation.com](mailto:scaper@watercraftirrigation.com)

## **EXPERIENCE**

Watercraft Irrigation Inc. has 12 employees, 3 of which have worked on commercial irrigation, in all capacities, for over 25 years. Over the years we have installed and maintained over 50 athletic fields, 3 golf courses, 4 colleges and both LGA and JFK airports.

- Watercraft was formed as a NY Corporation in January of 2009 and has been in business for 10 years
- Robert Imhoff, who resides at 100 Hillary St, West Sayville NY 11796, is the President and sole officer of the company
- Watercraft averages 2.3 million in revenue per year

## **Credentials:**

**OSHA 10 HR SAFETY CERTIFICATION (ALL EMPLOYEES)**

NY State Certified Backflow tester

Maxicom certification software and hardware levels 1-3

Watertronics certification

Rain Bird Factory trained technician

Weather TRAK certified Technician

## **Other Contracts:**

We provide routine services and on call repair services for the following locations.

## **Schools:**

JERICO UFSD

Oyster Bay East Norwich School District

Island Park School district

Town of Oyster Bay Golf Course

JFK Airport ( Maxicom Computer system )

Westfield **South Shore Mall**

Westfield **Sunrise Mall**

Town of South Hampton



New York State Department of  
**Taxation and Finance**

Sales Tax Registration  
W.A. Harriman Campus  
Albany, NY 12227

WATERCRAFT IRRIGATION INC.  
173 NORTH MAIN ST  
173 N MAIN ST STE 331  
SAYVILLE NY 11782-2512

New York State Department of Taxation and Finance  
**Certificate of Authority**

Identification number

**264163898**

*(Use this number on all returns and correspondence)*



**VALIDATED**

**03/26/2009**

Dept of Tax  
and Finance

WATERCRAFT IRRIGATION INC.  
173 NORTH MAIN ST  
173 N MAIN ST STE 331  
SAYVILLE NY 11782-2512

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

**Nontransferable**

This certificate must be prominently displayed at your place of business.  
Fraudulent or other improper use of this certificate will cause it to be revoked.  
This certificate may not be photocopied or reproduced.

Photographs - copyright of NYS Empire State Development  
DTF-17-A (1/08) G0P0000342-0851700

4020111080098

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: **Watercraft Irrigation**  
Address: **173 North Main St.**  
**Suite 331**  
**Sayville, N.Y. 11782**  
City, State and Zip Code: \_\_\_\_\_

2. Entity's Vendor Identification Number: 264163898

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

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

Robert Imhoff 100 Hillary ST W. Sayville  
NY 11796

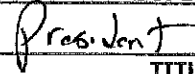
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Robert Imhoff 100 Hillary ST West Sayville NY 11796

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

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

None

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

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

None

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

BIDDER SIGN HERE

BIDDER

TITLE

Page 3 of 4

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

None

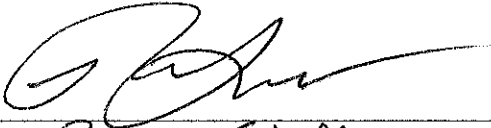
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

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

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

Dated: 11/23/2018

Signed:   
Print Name: Robert Imhoff

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

BIDDER SIGN HERE

  
BIDDER

President  
TITLE

Title: President

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


BIDDER SIGN HERE

[Signature]  
BIDDER

President  
TITLE



# PROPOSAL

	STATE OF NEW YORK		BID NUMBER 93437-11298-171
	<b>COUNTY OF NASSAU</b>		Dated: 11/01/18
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PM		BID OPENING DATE 11/29/18 11:00 A.M. E.S.T.
BUYER Anette Sullivan		TELEPHONE 516 571 6103	REQUISITION NUMBER 11298-171

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE Irrigation Systems Maintenance & Repair
---

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

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED 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 3 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

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

DELIVERY MADE TO Various Nassau County Locations	GUARANTEED DELIVERY DATE <u>15</u> DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER <u>264163898</u>

TOLL FREE TELEPHONE NUMBER: 800-685-8361

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

NAME OF BIDDER <b>Watercraft Irrigation</b>			
ADDRESS <b>173 North Main St.</b>			
CITY <b>Suite 331</b>	STATE	ZIP CODE	TELEPHONE
<b>Sayville, N.Y. 11782</b>			
SIGNATURE OF AUTHORIZED INDIVIDUAL 		PRINT OR TYPE NAME OF SIGNER AND TITLE <b>Robert Imhoff President</b>	

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

- |   |  |
|---|--|
| <p>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.</p> <p>2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.</p> <p>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.</p> | <p>4. PRICES The provisions of the New York State Fair Trade Law (Federal Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.</p> <p>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.</p> |
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6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. **Awards** will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
  - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
  - (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
  - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
  - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
  - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
  - (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

## DISCLOSURE STATEMENT

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

Bidders Name: **Watercraft Irrigation**  
173 North Main St.  
Address: Suite 331  
Sayville, N.Y. 11782  
Telephone No: 800/685-8361 Fax No: 631-256-9148

1. State Whether: A Corporation  
Individual \_\_\_\_\_  
Partnership \_\_\_\_\_

## GUIDELINES FOR DISCLOSURE

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

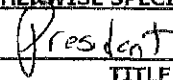
- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name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

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

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

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BIDDER

  
TITLE

BIDDER'S NAME: **Watercraft Irrigation** QUALIFICATION STATEMENT  
173 North Main St.  
ADDRESS: Suite 331  
Sayville, N.Y. 11782

1. STATE WHETHER: CORPORATION X INDIVIDUAL \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)  
PRESIDENT Robert Imhoff 100 Hillary St W. Sayville NY 11796  
VICE PRESIDENT \_\_\_\_\_

SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes.  
IF SO WHEN? 2015

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 9

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

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

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<u>Robert Imhoff</u>	<u>President</u>	<u>25</u>	<u>All phases.</u>	<u>All</u>
<u>[REDACTED]</u>				

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL  
We are the previous Contract Holder and have handled all phases of this Contract.

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

BIDDER SIGN HERE [Signature] BIDDER President TITLE

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

Robert Imhoff President  
Chns Preuss Foreman  
Felix Pinach Foreman

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: NASSAU County - References on file  
ADDRESS: with County

TELEPHONE: \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
CONTRACT DATE: \_\_\_\_\_

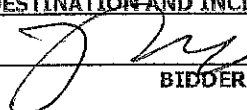
2. REFERENCE'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
CONTRACT DATE: \_\_\_\_\_

3. REFERENCE'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

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BIDDER

President  
TITLE

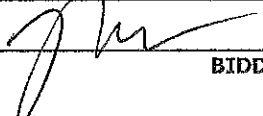
TELEPHONE: \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
CONTRACT DATE: \_\_\_\_\_

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

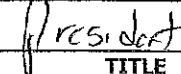
I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds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

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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.

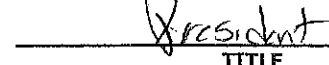
(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation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

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

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

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

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

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

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

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

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

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

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

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As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

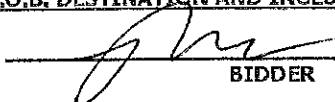
As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

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

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

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

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- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

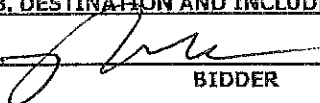
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

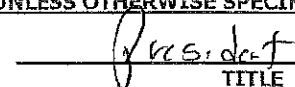
As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that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

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

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

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TITLE

**INDEMNIFICATION:**

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

**DEFINITIONS:**

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

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

**IMPORTANT**

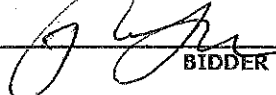
PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

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

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

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TITLE

Page 1 of 4

COUNTY OF NASSAU

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

**Watercraft Irrigation**

1. Name of the Entity: Watercraft Irrigation  
173 North Main St.  
Address: Suite 331  
Sayville, N.Y. 11782  
City, State and Zip Code: \_\_\_\_\_

2. Entity's Vendor Identification Number: 26 416 3898

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

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

Robert Imhoff 100 Hillary ST W. Sayville NY 11796  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Robert Imhoff 100 Hillary ST W. Sayville NY 11796  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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[Signature]  
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TITLE

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

None

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

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

None

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TITLE

Page 3 of 4

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

None

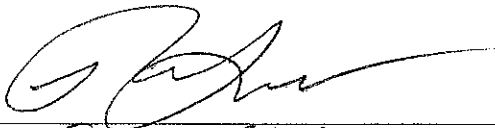
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

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

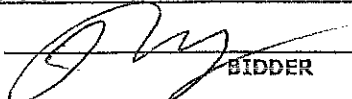
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 11/23/2018

Signed:   
Print Name: Robert Imhoff

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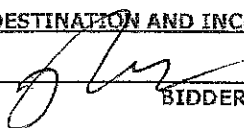
President

TITLE

Title: President

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President

TITLE

Page 4 of 4:

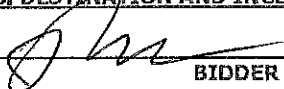
**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose,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

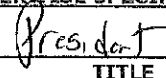
any determination regarding the calendaring or scope of any legislature oversight hearing;

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

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TITLE





Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

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A handwritten signature in black ink, appearing to be "John" or similar, written over a horizontal line.

BIDDER

A handwritten signature in black ink, appearing to be "President" or similar, written over a horizontal line.

TITLE

retained, employed or designated:

Page 2 of 4

*None*

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

*None*

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

*None*

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*[Signature]*

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*President*

TITLE

Page 3 of 4

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

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

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

---

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

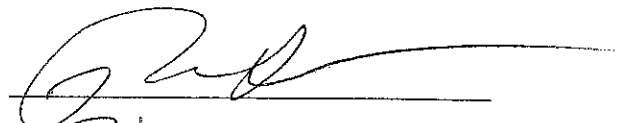
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Dated: 11/23/2018

Signed:



Print Name:

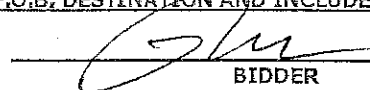
Robert Imhoff

Title:

President

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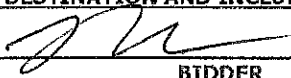
Page 4 of 4:

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

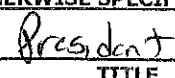
**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with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

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TITLE

**Business History Form**

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

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

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

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

Date: 11/23/2018

**Watercraft Irrigation**  
173 North Main St.  
Suite 331  
Sayville, N.Y. 11782

1) Proposer's Legal Name: \_\_\_\_\_

2) Address of Place of Business: \_\_\_\_\_

List all other business addresses used within last five years:

none

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

Phone: 800/625-8361

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 07-888-7422

5) Federal I.D. Number: 26 416 3898

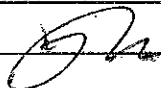
6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership ☒ Corporation \_\_\_\_\_ Other (Describe) \_\_\_\_\_

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: \_\_\_\_\_

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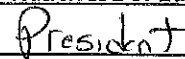
TITLE

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

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TITLE

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

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

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

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

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

17) Conflict of Interest:

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

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

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

no Conflict exists

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

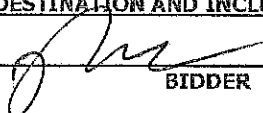
NO Conflict exists

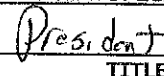
b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

NO Conflict exists

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TITLE

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

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

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

B. Indicate number of years in business.

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

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

Company NASSAU County Dept Parks Recreation.

Contact Person Mike Fitz

Address \_\_\_\_\_

City/State ROOS - Present

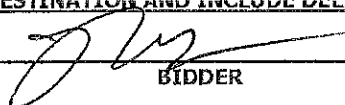
Telephone \_\_\_\_\_

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

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

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President

TITLE



Company NASSAU County Golf and Recreation  
Contact Person Mike A.  
Address \_\_\_\_\_  
City/State 2012 - Present  
Telephone 516-330-8539  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

---

Company NASSAU Forces Schools.  
Contact Person Mike Perina  
Address > 2012 - Present  
City/State 22 School Districts.  
Telephone 516-396-2240  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

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\_\_\_\_\_  
TITLE

CERTIFICATION

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

I, Robert Imhoff, 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 23 day of November

2018

Notary Public

TERRY MACCARRONE  
Notary Public - State of New York  
No. 01MA6075403  
Qualified in Suffolk County  
Commission Expires June 3, 2022

Name of submitting business:

Watercraft Irrigation Inc.

By:

Robert Imhoff

Print name

Signature

Title

11 / 23 / 2018  
Date

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

BIDDER SIGN HERE

BIDDER

TITLE

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.

1. Principal Name Robert Imhoff  
Date of birth 9/23/1967  
Home address 100 Hillary ST  
City/state/zip West Sayville NY 11796  
Business address 173 NO MAIN ST  
City/state/zip Sayville, NY 11782  
Telephone 800-685-8361  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached

- President 1/2/2009 Treasurer     /    /      
Chairman of Board     /    /     Shareholder     /    /      
Chief Exec. Officer     /    /     Secretary     /    /      
Chief Financial Officer     /    /     Partner     /    /      
Vice President     /    /         /    /      
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. I Am Owner and President
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.

**BIDDER SIGN HERE**

# HIDDER

President.

**TITLE**

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

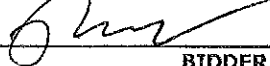
**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

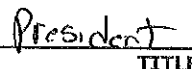
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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

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

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BIDDER

  
TITLE

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

**CERTIFICATION**

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Sworn to before me this 23 day of November 2018

  
Notary Public

TERRY MACCARRONE  
Notary Public - State of New York  
No. 01MA6075403  
Qualified in Suffolk County  
Commission Expires June 3, 2022

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BIDDER SIGN HERE

  
BIDDER

  
TITLE

Watercraft Irrigation

Name of submitting business

Robert Imhoff

Print name

[Signature]

Signature

President

Title

11 / 23 / 18

Date

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

BIDDER SIGN HERE

[Signature]  
BIDDER

President  
TITLE

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

**INTENT**

**SCOPE:** It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **irrigation system maintenance & repair** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

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

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

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

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

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

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

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

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

<u>Robert Imhoff</u>	<u>11/23/18</u>
Claimant Name	Date
<u>[Signature]</u>	<u>President</u>
By Signature	Title

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

Vendors may download claim form NIFS560 at the following URL:

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

BIDDER SIGN HERE	<u>[Signature]</u>	<u>President</u>
	BIDDER	TITLE

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

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

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

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

**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.

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

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

**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.

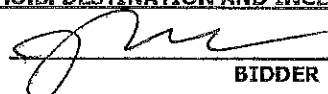
Except as otherwise specified, all contract requirements will be performed at the site as required.

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.

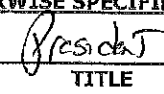
All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

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BIDDER SIGN HERE



BIDDER



TITLE



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.

**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.

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

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

**DISCLAIMER**

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

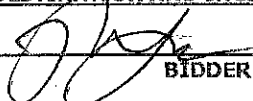
**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

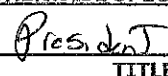
**VENDOR RESPONSIBILITY CRITERIA:** The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the 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.

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

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BIDDER SIGN HERE

  
BIDDER

  
TITLE

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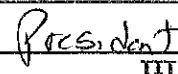
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BIDDER SIGN HERE

  
BIDDER

  
PRESIDENT  
TITLE

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

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

this 23 day of November, 20 18 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor:

**Watercraft Irrigation**

Address: **173 North Main St.  
Suite 331  
Sayville, N.Y. 11782**

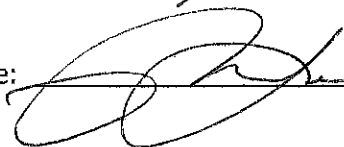

Street:

City, Town, etc:

Telephone: 800/685-8361 Title: President

If applicable, responsible Corporate Officer

Name Robert Imhoff Title President

Signature:  

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

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BIDDER

President  
TITLE

**GENERAL INSTRUCTIONS:** All bidders must adhere to the following conditions:

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

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

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

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

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

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

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

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

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

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

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

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

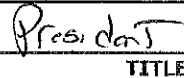
Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

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

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BIDDER SIGN HERE

  
BIDDER

  
TITLE

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

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

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

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

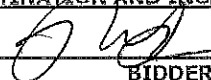
**EVALUATION:**

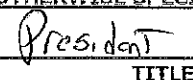
The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to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

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

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**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.

**PARTS:**

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

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

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

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

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

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

Details of parts used

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

**RECORD RETENTION**

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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.

NY STATE LABOR LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

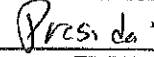
Further details about the registration process may be found at

**<https://eproc.nassaucountynv.gov/SupplierRegister>**

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## Specifications

### Maintenance & Repair of Irrigation Systems Throughout Nassau County

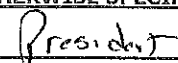
Item	Description	Unit	Unit Price
1A	Spring startup and adjustment, programming electronic clocks and if warranted, repair, free of charge, any damage that can be attributed to freezing due to incomplete evacuation of water during winterization. 1 – 12 Zones	Zone	\$ <u>10<sup>00</sup></u>
1B	13 or more Zones	Zone	\$ <u>9<sup>00</sup></u>
2A	Winterization Evacuating all lines to prevent damage due to freezing, to include deenergizing all electronic clocks 1 – 12 Zone	Zone	\$ <u>45<sup>00</sup></u>
2B	13 or more Zones	Zone	\$ <u>40<sup>00</sup></u>
3A	Supply and install Hunter I -25, Rainbird Falcon Swing joints or equal 1 through 20	Each Plastic Stainless	\$ <u>55<sup>00</sup></u>
3B	21 – 41	Each Plastic Stainless	\$ <u>50<sup>00</sup></u>
3C	41 and above	Each Plastic Stainless	\$ <u>48<sup>00</sup></u>
4A	Supply and install irrigation wire 18/8 gauge conductor 1' through 1,000'	Foot	\$ <u>2<sup>00</sup></u>
4B	1001' and above	Foot	\$ <u>1<sup>00</sup></u>

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Item	Description	Unit	Unit Price
5A	Supply and install 1" water line NSF 160 psi polyethylene pipe 1' through 1,000'	Foot	\$ <u>2.<sup>00</sup></u>
5B	1001' and above	Foot	\$ <u>1.<sup>00</sup></u>
6A	Supply and install 4" Hunter mist heads or equal with poly pipe and standard swing joint 1 through 50	Each	\$ <u>30.<sup>00</sup></u>
6B	51 and above	Each	\$ <u>25.<sup>00</sup></u>
7	Supply and install standard Rainbird or equal irrigation 2" brass electric valve with stand irrigation valve box	Each	\$ <u>190.<sup>00</sup></u>
8	Supply all labor and equipment to trench irrigation polyethylene pipe up to a depth of 24"	Foot	\$ <u>8.<sup>00</sup></u>
9	Supply and install one Hunter ICC 1200SS or equal plastic 12zone irrigation clock	Each	\$ <u>300</u>
10	Supply and install one Hunter ICC 2400SS or equal plastic 24 zone irrigation clock	Each	\$ <u>350</u>
11	Supply and install one Hunter ICC 3600SS or equal stainless 40 zone irrigation clock	Each	\$ <u>400</u>
12	Supply and install one Hunter ICC 4800SS or equal stainless 48zone irrigation clock	Each	\$ <u>425</u>

\*\*Additional like items, services and locations can be added to this contract with quote and amendment (if needed).

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President

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PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES \_\_\_\_\_  
None \$ \_\_\_\_\_

B2) REGULAR HOURLY RATE at \$ 79.<sup>00</sup> /hr.

B3) EACH ADDITIONAL QUARTER HOUR at \$ 19.<sup>75</sup> / $\frac{1}{4}$  hr.

B4) TRAVEL TIME (IF ANY) None

B5) MILEAGE (IF ANY) None

PARTS:

B6) MANUFACTURER'S LIST PRICE (MLP) LESS -10%

B7) COST PLUS % +20%

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 365 days

LABOR: 365 days

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.

B8) MINIMUM CHARGE (IF ANY) \$ 0

B9) REGULAR HOURLY RATE at \$ 80.<sup>00</sup> /hr.

B10) EACH ADDITIONAL QUARTER HOUR at \$ 20.<sup>00</sup> /  $\frac{1}{4}$  hr.

RESPONSE TIME 11 HRS

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President TITLE

**GUARANTEE:**

All labor shall be guaranteed for a period of one (1) year from date of acceptance. All parts and materials shall be guaranteed for a minimum of ninety (90) days or in accordance with the manufacturer's warranty, if greater than ninety (90) days.

**SPECIFICATIONS:**

It is the intent of the Contractor to provide Nassau County with skilled, experienced, prompt service to a wide variety of Computerized Irrigation Systems at various county facilities on an "On Call" basis, as required. The work shall include troubleshooting, repairing, replacing and general maintenance as well as winterizing and spring startup for irrigation systems.

A. Work covered under this contract can be performed at all Nassau County site locations.

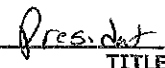
B. Other tasks as designated by Nassau County whereby the Contractor is to provide, in accordance with work orders issued by the Departments, the necessary labor and materials that have been approved by Nassau County, services and skilled supervision necessary for the repair, replacement, removal, modifications, installation, demolition, rehabilitation, construction, erection, connections, testing and adjustments of any irrigation systems their components including associated circuitry and electrical equipment or associated electrical components specified herein including but not limited to the following:

1. Sprinkler heads
2. Risers
3. Electronic remote control valves
4. Couplings
5. Valves
6. Valve boxes
7. Controllers
8. Various fittings for irrigation systems
9. Pressure vacuum backflow prevention assemblies at various parks
10. Various clamps
11. Fertigation systems
12. Contractor shall test his work as it is installed. All final tests will be made and will include operation under full pressure to determine that proper operation has been achieved and that the potential of developing leaks at connections and joints is not likely.
13. Production of as builtplans to be submitted to Nassau County Department of Parks, recording any modifications to the irrigation system such as: removal, relocation, repair and method of

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repair or replacement of existing equipment and describing in detail the materials, parts with manufacturer's serial number and specifications.

With regard to the above mentioned, in order to perform some of the required work, other work will be required by the contractor including but not limited to the following:

1. Trenching
2. Site preparation – clearing and grubbing, stripping and stockpiling topsoil
3. Saw cutting existing pavements and curbs, demolition and removal of existing pavements, curbs, surfaces, and subsurface structures interfering with the new work, repair of pavements, curbs, walk and roads with respect to installation of irrigation components or related hardware. Nassau County has the right to claim all removed paving, rubble, debris, etc., or said materials shall become the property of the Contractor and shall be legally disposed of.
4. Repair/restoration/patching of pavements, foundations, wall (various materials)
5. Protection of trees and shrubs that are exposed to the contractor's work effort, restoration/replacement of vegetation, trees and shrubs in the event damage is incurred.
6. Cleanup
7. Contractor shall be responsible to reestablish the existing line and grade for all work.

The Contractor's service persons will have tools and equipment common to the trade that is necessary to perform required work.

Billing for other tasks not listed in items 1 through 12 in this contract will be based on a price per hour and cost for materials

#### QUALITY ASSURANCE

A. Rules and regulations shall be complied with as set forth in the latest editions of the following publications, including any supplements thereto that may be affected.


1. All applicable local ordinances and state statutes
2. Occupational Safety and Health Act – OSHA
3. American National Standards Institute ANSI
4. American Society for Testing and Material – ASTM
5. Institute of Electrical and Electronics Engineers – IEEE
6. National Electrical Manufacturers Association – NEMA
7. Underwriter's Laboratories, Inc. – UL
8. National Irrigation Association – NIA

B. The Irrigation Contractor shall procure and pay for all necessary permits or licenses required to perform his work for Nassau County

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C. The Irrigation Contractor shall obtain and pay for all necessary certificates of inspection and approvals. If a permit or certificate is warranted, it must be delivered to Nassau County before final acceptance of the work or, at the direction of Nassau County, 30% of the value of the work will be held until the permit or certificate can be delivered.

D. No Contractor is permitted to dump spoil onto those areas designated as wetlands or waterways. Further the Contractor shall not stockpile or store spoil, materials, tools or equipment on wetlands.

E. All work areas shall be cleaned upon completion in accordance with Nassau County's designee's direction and be left in a neat, proper and orderly condition. Site restoration is included in this contract. Any salvaged material not specified to be disposed of otherwise shall become the property of the Contractor and be removed from the site unless Nassau County wishes to take possession of said salvaged material.

**ASSURANCES:**

The Contractor assures and warrants to the County that:

A. The company is financially solvent and can furnish the plant, materials, supplies and/or equipment required for their work;

B. The company is familiar with all Federal, State, and Municipal Laws, ordinances and regulations which might affect the Contractor and their employees, including but not limited to, any special acts relating to their work;

C. They are experienced in and competent to perform the type or work involved in this Contract and that the improvements under the Contract can be satisfactorily constructed;

D. The Contractor has carefully examined the plans, specifications and the site of the work and from his own investigations, satisfied as to the nature and location of the work;

E. Contractor has familiarized himself with the actual existence and locations of all utilities in accordance with the requirements of Rule No. 53 of the Industrial Code of the State of New York as amended.

Contractor understands that the existence or location of underground facilities cannot be guaranteed by Nassau County as revealed in the plans since the information therein was provided and finished by the utility. In compliance with the aforesaid rule and Article 36 of the general Business Law of the State of New York, the Contractor gives further assurances that he has or will give required notices to the utilities within seventy two (72) hours of planned operations under the Contract and do all things necessary and appropriate under the law and safeguard the public and private interests with respect to such facilities and structures;

F. Contractor has read and complied with all the requirements of the Instruments in Article 1, herein contained and in other documents constituting and relating to this Contract;

G. The information stated in this bid and the information required and given by the contractor is correct;

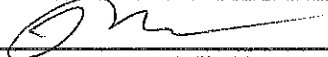
H. Contractor fully comprehends the nature and extent of the Contract and the responsibilities there under to assure the faithful performance of his work under the Contract;

I. They are not in arrears to the State, or Nassau County under any debt or contract and that the Contractor is not a defaulter, as surety, Contractor or otherwise;

J. Contractor is qualified and recognized as an approved irrigation contractor for minimum of five (5) years and can also perform any necessary plumbing relating to commercial irrigation systems and is thoroughly familiar and has experience with the installation and operation of the Hunter Vista Irrigation

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BIDDER



TITLE

Turf Control Systems as commonly used on golf courses;

K. Contractor must be Rainbird Maxicom certified Level #3 and certificates must be included with the bid;

L. Contractor must be Watertronics certified and a certificate must be included with the bid;

M. All certificates must be obtained by an owner of the company or employee that has an affiliation with the company.

Estimated Annual Usage \$500,000

#### REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract

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

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

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


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

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BIDDER



TITLE

## Robert Imhoff

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**From:** Sullivan, Anette <asullivan1@nassaucountyny.gov>  
**Sent:** Tuesday, April 16, 2019 9:57 AM  
**To:** scaper@watercraftirrigation.com  
**Subject:** Bid 93437-11298-171


Robert,

Do you comply with Executive Order 2-2018 below?

Yes

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

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

Robert Imhoff x   
4/16/19





METRO-9

OP ID: MK

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

02/22/2019

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

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

PRODUCER Newbridge Coverage Corp. 1666 Newbridge Road North Bellmore, NY 11710 Kleinfelder Insurance	516-781-9000	CONTACT NAME: Newbridge Coverage Corp. PHONE (A/C, No, Ext): 516-781-9000 FAX (A/C, No): 516-781-9172 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Valley Forge Insurance Company		20508
INSURER B: Continental Casualty Co.		20443
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
Watercraft Irrigation Inc  
173 N Main St  
Sayville, NY 11782

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Per project <input checked="" type="checkbox"/> BLANKET A/I GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5091142449	02/25/2019	02/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			5091142435	02/25/2019	02/25/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****COUNTNA**

County of Nassau & Commission  
of Public Works  
One West Street.  
Mineola, NY 11501

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Anthony Capone*



# New York State Insurance Fund

*Workers' Compensation & Disability Benefits Specialists Since 1914*

8 CORPORATE CENTER DR, 3RD FLR, MELVILLE, NEW YORK 11747-3129

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

\*\*\*\*\* 264163898  
WATERCRAFT IRRIGATION INC  
173 N. MAIN STREET SUITE # 331  
SAYVILLE NY 11782



SCAN TO VALIDATE  
AND SUBSCRIBE

POLICYHOLDER WATERCRAFT IRRIGATION INC 173 N. MAIN STREET SUITE # 331 SAYVILLE NY 11782		CERTIFICATE HOLDER COUNTY OF NASSAU C/O PURCHASING DEPT 1 WEST STREET MINEOLA NY 11501	
POLICY NUMBER I2068 409-8	CERTIFICATE NUMBER 504782	POLICY PERIOD 03/04/2019 TO 03/04/2020	DATE 2/12/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2068 409-8, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1016197152



# CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

1a. Legal Name & Address of Insured (use street address only)

WATERCRAFT IRRIGATION, INC.  
173 N. MAIN STREET  
SAYVILLE, NY 11782

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured

18006858361

1c. Federal Employer Identification Number of Insured  
or Social Security Number

26-4163898

2. Name and Address of Entity Requesting Proof of Coverage  
(Entity Being Listed as the Certificate Holder)

County of Nassau  
C/O purchasing dept  
1 West Street  
Mineola, NY 11501

3a. Name of Insurance Carrier

Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box "1a"

D94646-000

3c. Policy effective period

2/19/2009

to

2/11/2020

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 2/12/2019

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141

Name and Title SUPERVISOR-DBL/POLICY SERVICES

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

## State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_

By \_\_\_\_\_

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_

Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are **NOT** authorized to issue this form.



## **Additional Instructions for Form DB-120.1**

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

### **DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

#### **§220. Subd. 8**

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



METRO-9

OP ID: RF

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

02/23/2018

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

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

<b>PRODUCER</b> Newbridge Coverage Corp. 1666 Newbridge Road North Bellmore, NY 11710 KLEINFELDER INSURANCE	516-781-9000	<b>CONTACT NAME:</b> Newbridge Coverage Corp. <b>PHONE (A/C, No, Ext):</b> 516-781-9000 <b>FAX (A/C, No):</b> 516-781-9172 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Watercraft Irrigation Inc 173 N Main St Sayville, NY 11782		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Valley Forge Insurance Company <b>INSURER B:</b> Continental Casualty Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
		<b>NAIC #</b> 20508 20443

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Per project <input checked="" type="checkbox"/> BLANKET A/I GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		5091142449	02/25/2018	02/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		5091142435	02/25/2018	02/25/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH. <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

COUNTNA

County of Nassau & Commision  
of Public Works  
One West Street.  
Mineola,, NY 11501

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

AUTHORIZED REPRESENTATIVE

*Anthony Capone*



Workers'  
Compensation  
Board

## CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) <b>WATERCRAFT IRRIGATION, INC. 173 N. MAIN STREET SAYVILLE, 11782</b>  <small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured  <b>18006858361</b>  1c. Federal Employer Identification Number of Insured or Social Security Number  <b>26-4163898</b>
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) <b>County of Nassau C/O Purchasing Dept 1 West Street Mineola, NY 11501</b>	3a. Name of Insurance Carrier <b>Standard Security Life Insurance Company of New York</b>  3b. Policy Number of Entity Listed in Box "1a" <b>D94646-000</b>  3c. Policy effective period <b>2/19/2009</b> to <b>2/21/2019</b>

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed **2/23/2018**

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number **(212) 355-4141**

Name and Title

**SUPERVISOR-DBL/POLICY SERVICES**

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

### PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

#### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed

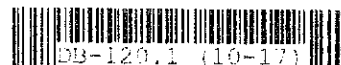
By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



[illegible]

ITEM #	ARTICLE	UNIT	1	2	3	4	5	6	7	8
1A	SPRING START-UP & ADJUSTMENTS 1-12 ZONES	ZONE	10.00	250.00						
1B	SPRING START-UP & ADJUSTMENTS 13 OR MORE ZONES	ZONE	9.00	200.00						
2A	WINTERIZATION 1-12 ZONES	ZONE	45.00	85.00						
2B	WINTERIZATION 13 OR MORE ZONES	ZONE	40.00	80.00						
3A	HUNTER I-25, 1-20	EA	55.00	300.00						
3B	HUNTER I-25, 21-41	EA	50.00	275.00						
3C	HUNTER I-25, 41 & ABOVE	EA	48.00	250.00						
4A	IRRIGATION WIRE 18/8, 1'-1000'	FT	2.00	2.90						
4B	IRRIGATION WIRE 18/8, 1001' & ABOVE	FT	1.00	2.75						
5A	1" WATER LINE NSF 160 PSI POLY. PIPE, 1'-1000'	FT	2.00	7.00						
5B	1" WATER LINE NSF 160PSI POLY. PIPE, 1001' & ABOVE	FT	1.00	6.00						
6A	4" HUNTER MIST HEADS W/PIPE, 1-50	EA	30.00	200.00						
6B	4" HUNTER MIST HEADS W/PIPE, 51 & ABOVE	EA	25.00	175.00						
7	IRRIGATION 2" BRASS ELECTRIC VALVE W/STAND	EA	190.00	300.00						
8	LABOR & EQUIP TO TRENCH IRRIGATION PIPE UP TO 24"	FT	8.00	12.00						
9	HUNTER 1CC 1200SS, 12-ZONE IRRIGATION CLOCK	EA	300.00	745.00						
10	HUNTER 1CC 2400SS, 24-ZONE IRRIGATION CLOCK	EA	350.00	1,200.00						
11	HUNTER 1CC 3600SS, 40-ZONE IRRIGATION CLOCK	EA	400.00	1,700.00						
12	HUNTER 1CC 4800SS, 48-ZONE IRRIGATION CLOCK	EA	425.00	2,000.00						
B1	MINIMUM/CALL OUT CHARGE (IF ANY)	\$	NONE	NONE						
B2	REGULAR HOURLY RATE	HR.	79.00	160.00						
B3	EACH ADDITIONAL 1/4 HOUR	1/4 HR.	19.75	40.00						
B4	TRAVEL TIME (IF ANY)		NONE	NONE						
B5	MILEAGE (IF ANY)		NONE	NONE						
PARTS B6	MANUFACTURER'S LIST PRICE LESS	%	-10%	20%						
B7	COST PLUS	%	20%	25%						
OVERTIME B8	MINIMUM CHARGE (IF ANY)	\$	0.00	500.00						
B9	REGULAR HOURLY RATE	HR.	80.00	250.00						
B10	EACH ADDITIONAL 1/4 HOUR	1/4 HR.	20.00	62.50						
PREPARED BY		TERMS	3%	2%						



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

[illegible]



NASSAU COUNTY OFFICE OF SHARED SERVICES  
1 WEST STREET  
MINEOLA, NY 11501

**CALL LOG**

Monday, November 19, 2018

CONTRACT No.: 93437-11298-171  
CONTRACT TITLE: Irrigation Systems  
BID START DATE: 11/1/2018  
BID OPEN DATE: 11/29/2018

No.	VENDOR	DATE SOLICITATION VIEWED	CONTACT NAME (VENDOR)	PHONE	EMAIL	PLANS TO BID
1	Water Irrigation Inc.	11/1/2018	Robert Imhoff		scaper@watercraft irrigation	yes
2	L & M Specialty	11/12/2018	Karen King		lmspecialty@gmail	yes
3	Orvia				Did not contact	no
4	Isqft	11/7/2018			content@constructconnect	no
5						
6						
7						
8						
9						
10						

REASON FOR NOT BIDDING	
Bid Advertising Service	
Software Contractor	

## Sullivan, Anette

---

**From:** Stephen.Polimeni@simon.com  
**Sent:** Tuesday, January 15, 2019 10:38 AM  
**To:** Sullivan, Anette  
**Subject:** Re: Watercraft Irrigation

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

Good morning Anette,

I am pleased with the service & responsiveness of Watercraft Irrigation. In the 3 years that they have been the mall irrigation vendor, they always meet the requirements of their contract and always complete services in a timely manner.

Thank you

**Stephen Polimeni**  
Assistant Operations Director  
Roosevelt Field

  
**SIMON**  
630 Old Country Road  
Garden City, NY 11530  
T 516.742.8001 x14 F 516.742.8004  
M 516.269.1728  
Stephen.Polimeni@simon.com

From: "Sullivan, Anette" <asullivan1@nassaucountyny.gov>  
To: "Stephen.Polimeni@simon.com" <Stephen.Polimeni@simon.com>,  
Date: 01/15/2019 10:22 AM  
Subject: Watercraft Irrigation

---

Hi Mr. Polimeni,

Your name had been given to Nassau County as a reference for Watercraft. In a brief sentence can you tell me if you were satisfied with their services.

Thank you,  
Anette Sullivan  
Buyer  
One West Street  
Mineola, New York 11501  
Phone (516) 571-6103  
Fax (516) 571-4263



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## Sullivan, Anette

---

**From:** Bob Hennessy <Bob.Hennessy@tangeroutlets.com>  
**Sent:** Tuesday, January 15, 2019 11:15 AM  
**To:** Sullivan, Anette  
**Subject:** RE: Watercraft Irrigation

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

Hello Anette,

Watercraft Irrigation has been an outstanding contractor for Tanger Outlets. They always meet or exceed our requirements. Please feel free to contact me anytime to discuss further. Good luck with your project.

Respectfully,

Bob Hennessy  
Operations Manager  
Tanger Outlets Deer Park  
152 The Arches Circle  
Deer Park, NY 11729  
Phone: 631.242.0239 Facsimile: 631.242.0867  
Mobile: 631.332.1740  
Email: bob.hennessy@tangeroutlets.com

**Shop Outlets. Shop Tanger.**  
Best Brands, Best Price and Best Experience.

---

**From:** Sullivan, Anette <asullivan1@nassaucountyny.gov>  
**Sent:** Tuesday, January 15, 2019 10:21 AM  
**To:** Bob Hennessy <Bob.Hennessy@tangeroutlets.com>  
**Subject:** Watercraft Irrigation

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mr. Hennessy,

Your name had been given to Nassau County as a reference for Watercraft. In a brief sentence can you tell me if you were satisfied with their services.

Thank you,  
Anette Sullivan  
Buyer  
One West Street  
Mineola, New York 11501  
Phone (516) 571-6103  
Fax (516) 571-4263  
e-mail [asullivan1@nassaucountyny.gov](mailto:asullivan1@nassaucountyny.gov)



CONFIDENTIALITY NOTICE: This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the attorney-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

The information contained in this electronic message is information intended for the use of only the individual or entity named above and may be PRIVILEGED and CONFIDENTIAL. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you received this electronic message in error, please notify me immediately by replying to this e-mail and delete the original message.



LAURA CURRAN  
COUNTY EXECUTIVE

VAUGHN BANKS  
DEPUTY COMMISSIONER OF SHARED SERVICES

OFFICE OF SHARED SERVICES

**Inter-Departmental Memo**

To: Katie Horst, Director of Legislative Affairs  
From: Vaughn Banks, Deputy Commissioner of Shared Services  
Date: May 23, 2019  
Subject: Staff Summary A-16      Watercraft Irrigation

---

This contract was awarded by line item and not by class. Therefore, the total bid amounts offered by the bidders is irrelevant with respect to this contract. The lowest responsive responsible bidder has the lowest line item price for every line item awarded.

Vaughn Banks

A handwritten signature in black ink, appearing to read "Vaughn Banks", is written over the printed name.

Deputy Commissioner of Shared Services