

**Staff Summary A-33-2020**

Subject: HVAC Control Repair (S/B #91036-04259-068, BPNC19000104)
Department: Department of Shared Services/ Office of Purchasing
Department Head Name Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date May 13, 2020
Vendor Name Best Climate Control Corp.
Contract Number A-33-2020
Contract Manager Name Deirdre Ciminera

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>[Signature]</i>	Budget	<i>[Signature]</i>	County Atty.
	Deputy C.E.	<i>[Signature]</i>	County Exec.

Narrative

Purpose: At the request of the Nassau County Department of Public Works (DPW), this is to notify the Rules Committee that the funding for Blanket Purchase Order BPNC19000104 for HVAC Control Repair has reached a level that requires oversight by said Rules Committee.

Discussion: This blanket purchase order has been in effect since May 14, 2019 and based on anticipated annual usage will exceed the One Hundred Thousand Dollars (\$100,000.) threshold. The original solicitation was advertised in Newsday and posted on the Nassau County Bid Solicitation Board:
Eleven (11) vendors viewed the bid.

1 Woman Owned	2 Minority	3 Small Business
0 Service-Disables Veteran Owned	1 Veteran Owned	

Five (5) bids were received:

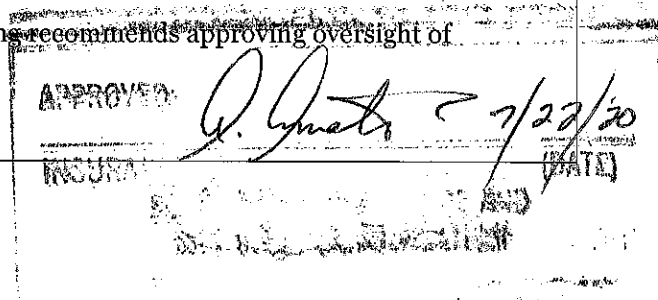
0 Woman Owned	0 Minority	0 Small Business
0 Service-Disables Veteran Owned	0 Veteran Owned	

Best Climate Control Corp., located in Ronkonkoma, New York, was awarded the contract based on submitting the lowest responsible bid and meeting all bid specifications.

Impact on Funding: The original maximum amount authorized under this blanket purchase order, including all renewal options, is Four Hundred Twenty-Five Thousand Dollars (\$425,000.00). This request is to increase the maximum amount authorized under the blanket purchase order so that the maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be Six Million Four Hundred Twenty-five Thousand Dollars (\$6,425,000.00).

This increase in funding is necessary to complete various HVAC control repair projects throughout the County. This request is particularly necessary in light of recent New York State guidelines related to increased air flow in office buildings due to the COVID-19 pandemic. This funding will be from PWCAPCAP, PWGEN0200, PWGEN0640.

Recommendation: Department of Shared Services, Office of Purchasing recommends approving oversight of funding for this Blanket Purchase Order with Best Climate Control Corp.



COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-33-2020


FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: MAY 13, 2020

SUBJECT: RESOLUTION – THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS (DPW)

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO APPROVE OVERSIGHT FOR A BLANKET PURCHASE ORDER IN THE TOTAL AMOUNT OF SIX MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS (DPW) TO BEST CLIMATE CONTROL CORP., WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE FOR HVAC CONTROL REPAIR.

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


MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

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



A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO APPROVE ADDITIONAL FUNDING FOR A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND BEST CLIMATE CONTROL CORP.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 91036-04259-068 for HVAC Control Repair, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Best Climate Control Corp. submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

WHEREAS, the Commissioner is representing to the Rules Committee that the firm, Best Climate Control Corp., has reached a level of spending requiring oversight by the Rules Committee as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to approve additional funding for the said Blanket Purchase Order with Best Climate Control Corp.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Joseph Farruggia [KPOLLY@BCCHVAC.COM]

Dated: 03/03/2020 10:55:54 AM

Vendor: Best Climate Control Corp

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

NONE

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

NONE

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

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

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Joseph Farruggia [KPOLLY@BCCHVAC.COM]

Dated: 03/03/2020 10:59:19 AM

Vendor: Best Climate Control Corp

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.

Business History Form

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

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

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

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

Date: 03/03/2020

1) Proposer's Legal Name: Best Climate Control Corp

2) Address of Place of Business: 760 Koehler Ave, Suite 4

City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 79-806-6551

5) Federal I.D. Number: 11-3140240

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

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

YES ☐ NO ☒ If yes, please provide details: _____

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details: _____

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

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

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

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

- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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

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

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

17 Conflict of Interest:

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

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

No conflict exists

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

None

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

None

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

Best Climate Control Corp will inquire from legal council if any issue ever arises and will follow by their determination to ensure that conflict of interest would not exist.

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

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

12/29/1992

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

Joseph Farruggia President (owner) 2149 Ninth Ave, Ronkonkoma, NY 11779

No individuals with a financial interest in the company have been attached..

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

Joseph Farruggia President (Owner)

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

50

- vi) Annual revenue of firm;

12549540

- vii) Summary of relevant accomplishments

see attached

1 File(s) Uploaded: qualifications letter.pdf

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

- B. Indicate number of years in business.

27

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

see attached letter

1 File(s) Uploaded: qualifications letter.pdf

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

Company	Yonkers Public Schools		
Contact Person	Tom Annunziata		
Address	One Larkin Center		
City	Yonkers	State/Province/Territory	NY
Country	US		
Telephone	(914) 376-8008		
Fax #			
E-Mail Address	tannunziata@yonkerspublicschools.org		

Company	Farifield Properties		
Contact Person	Peter Nertney		
Address	281 Daniels Lane		
City	Sagaponic	State/Province/Territory	NY
Country	US		
Telephone	(631) 466-0093		
Fax #			
E-Mail Address	Pnertney@aol.com		

Company	Nassau Community College		
Contact Person	Joseph Lucito		
Address	1 Education Drive		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 805-9235		
Fax #			
E-Mail Address	joseph.lucito@ncc.edu		

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

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

CERTIFICATION

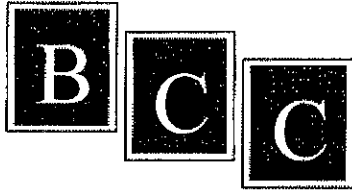
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Best Climate Control Corp

Electronically signed and certified at the date and time indicated by:
Joseph Farruggia [KPOLLY@BCCHVAC.COM]

President
Title

03/10/2020 10:29:25 AM
Date



BEST CLIMATE CONTROL CORP.

Commercial Air Conditioning & Heating Systems

760 Koehler Ave, Suite 4, Ronkonkoma NY 11779

T 631-218-8022 F 631-218-8023

"Qualification Statement"

BEST Climate Control Corp., a New York State Corporation, was formed in 1992 for the purpose of conducting business as Mechanical Contractor in the Heating, Ventilation, Air Conditioning and Refrigeration Industry.

BEST Climate Control Corp., is a Member of Local 638 Steamfitters Metal Trades, with headquarters in Suffolk County and Field Support Centers in Nassau and Westchester Counties. We are a registered NYC Vendor and listed on Dunne and Bradstreet.

Joseph Farruggia (President) Owner of BEST Climate Control Corporation.

We are qualified to perform all work necessary to complete heating, air conditioning, refrigeration, and controls contracts from approximately \$10,000.00 and over \$15,000,000.00.

BEST Climate Control Corporation's business model is exclusively in the Commercial segment; deeply rooted in the public/ municipal sector. As such, we are adept at meeting the needs of our clients and exceeding their expectations:

- Our Service Personnel are not only highly skilled at their craft, they are also experienced in how commercial properties and public facilities operate and are acutely sensitive to their requirements.
- Our Billing Department is well versed in the Accounting and Record-Keeping requirements of Commercial, public, municipal entities and can customize processes to meet our clients' needs.
- Our Management, Customer Service, and Accounting processes are the product of over 30 years of experience with commercial, public, and municipal clientele.

Additional Qualifications:

From 2005 through 2019, *BEST Climate Control* completed over (88) individual HVAC Contracts ranging from \$5000.00 to 7,500,000.00.

Primarily, we utilize BEST Climate Control personnel, except for major sheet metal, balancing, and duct cleaning which is sub-contracted to industry approved sub-contractors.

Surre, Goldberg & Henry Associates furnishes our Bid, Performance and Payments Bonds. We have a high rating with a present bonding capacity of (4) \$4 Million bonds for single contracts and up to a (10) \$10 Million in aggregate bonds for work in progress. BCC has never been barred or disqualified from any bidding.

We have never failed to satisfactorily complete any work we have been contracted for, nor ever been prematurely removed from a contract due to poor performance or failure to comply.

Our primary banking services are through Peoples United, Bohemia, N.Y. and we possess a line of credit of over \$500,000.00 with this institution.

We carry adequate and complete insurance coverage with capacity to increase as needed. All certificates can be furnished upon request.

Our philosophy on service and repair contracts work has always been to provide high quality work at a rate that is fair to our clients as well as BEST Climate Control, to work within the bounds of the client's requirements, to complete work on time, and to work diligently throughout the term of the contract.

The business experience of our principal management staff is as follows:

Joseph Farruggia, President

Over 40 years HVAC Installation, Service, Supervision, Sales

Richard Oliver, Vice President

Over 25 years Business Management, 6 years HVAC.

Linda Farruggia, Office Manager

Over 8 years HVAC

Doug Adamson, Service Project Manager

Over 30 years HVAC Installation, Service Supervision, Sales

Robert Erickson, Construction Project Manager

Over 30 years HVAC Installation, Service, supervision

Robert DeAngelis, Construction Project Estimator

Over 20 Years HVAC Estimator/Project Manager

Michael Hemmes, Controls Manager , IT Engineer

Over 20 Years, IT and Automated Temperature controls logic programing.

William O'Donnell, Field Supervisor
Over 35 Years HVAC Installation, Service, Supervision

Trade References are as follows:

Suppliers:

ABCO Refrigeration
Chris Seitz
33 Central Avenue, Hauppauge, NY
(631) 234-5500

United Refrigeration
Vincent De Filipi
2127 Lakeland Avenue, Ronkonkoma, NY
(631)285-6665

Ferguson Enterprises
Derrick Southand
224 Route 109, Farmingdale, NY 11735
(631) 293-0700

Sub-Contractors:

Tru-Sheet Metal Inc.
Robert Truberg
644 Union Avenue, Holtsville, NY 11742
(631) 589-3926

Cunningham Duct Cleaning Co.
6 Redington Street, Bay Shore, NY
(631) 665-6400

Syntec Water Treatment Services
Mike Gonyon
109 Rogers Road, Wilmington, DE
(800) 829-2837

Professional Engineers:

New Concept Engineering & Designs
Robert Foley, P.E.
(631)758-1500

Bank:

Peoples United Bank
Josephine Huges
(631) 758-1500

Current Contracts:

Towns and Villages

More than 10 throughout Nassau and Suffolk Counties

Install, repair, service, and maintain HVAC and Heating Systems.

Individually owned and operated commercial facilities

More than 100 throughout Nassau, Suffolk, and Westchester Counties.

Install, repair, service, and maintain HVAC, and Heating Systems.

Individual School Districts

More than 20 throughout Nassau, Suffolk, Westchester, Queens, Brooklyn, Bronx and Manhattan

Install, repair, service, and maintain HVAC, Heating, and Refrigeration Systems.

Stony Brook Hospital

Install, repair, service, and maintain HVAC, Heating, and Refrigeration Systems.

Education Data Services

Consortium Bid for more than 50 participating School Districts to service, repair, and maintain HVAC, Heating, and Refrigeration Systems throughout Nassau/Suffolk/ Westchester Counties.

Farmingdale College

Install, repair, service, and maintain HVAC, and Heating Systems.

Irvington School District

Install, repair, service, and maintain HVAC, Refrigeration and Automatic Temperature Control

Town of East Hampton

Install, repair, service, and maintain HVAC and Heating units

Suffolk Community College

Large Tonnage Chiller System Service and Repair.

SUNY Stony Brook University

Install, repair, service, and maintain HVAC and Heating Systems.

Yonkers Public Schools

Repair, service and maintain Chiller, Rooftop and Split Air Conditioning Systems.

Qualifications:

Joseph Farruggia

President of BEST Climate Control Corp.

With Over 40 years of industry experience, Mr. Farruggia is the President of BEST Climate Control Corp. Mr. Farruggia has an extensive mechanical installation and service background and is well respected throughout the industry and by our customers. Mr. Farruggia has a thorough knowledge of plant heating and cooling systems, boiler and burner operation and maintenance and control systems service technology.

His extensive technical training and maintenance service and repair business background is combined with vast in-field experience encompassing knowledge of project evaluation and design, manpower management, code of conformance, estimation, budgeting, scheduling and installation and service of HVAC plants.

Professional Experience:

2011- Present	BEST Climate Control Corp.- Bohemia, New York President
2000 - 2011	Ultimate Power Inc. - West Babylon, New York Vice President, Service & Repair Division
1996 - 2000	Ultimate Power Inc. - West Babylon, New York Service & Repair Division Manager
1986-1996	Ultimate Power Inc.- West Babylon, New York Field Foreman & Senior Technical Representative
1984-1986	Idea Quiet Heat Company Junior Service Technician
1978- 1984	Dyna-Cool a Division of Gifford's Oil Company HVAC Apprentice & Boiler Cleaning Tech

Education / Certification

Member ACCA, NAPE (Past President), ASHRAE, NYSBGA, Honeywell ACI Program, Flame Safeguard Controls, Certified RSES Refrigerant Factory Training, Power Flame, PVI, Ray Burner, Spence Engineering Steam Certification, Refrigeration Service Engineers Society, American Society of Heating Refrigeration and Air Conditioning Engineers Inc., Automatic temperature controls, Toxic Combustible Gas Leak Detection, and Certified in brazing. OSHA 10.

Richard Oliver

Vice President; Service Division

Mr. Oliver possesses vast Operations, Business Efficiency, and Customer Service experience, He oversees the day-to-day operations of the Service, Dispatch, Billing, Customer Service, Sales, Safety, and Human Resources functions. OSHA 10 Certified and OMNTEC certified.

Doug Adamson**Service Manager**

Over 30 years in the HVAC business. Mr. Adamson has experience as an apprentice, journeyman, foreman, and Service Manager. His qualifications include complex HVAC installations, troubleshooting and maintenance of heating and cooling systems. He utilizes his extensive background in field service supervision and strong leadership capabilities to manage a vast array of field service and installation projects.

Education / Certification

Journeyman for Local 638 for over 35 years, Mechanical/HVAC Certified ACE Specialist, RSES, AC and Refrigeration Expert, Fireeye Burner Management Control Specialist, HVAC /Boiler-Burner repair specialist, Refrigeration. CFC Certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Robert Erickson**Project Manager**

Over 30 Years in the HVAC industry. Mr. Erickson's experience ranges from apprentice, Journeyman, lead technician, general foreman to Project Manager. He has a strong background in installation and troubleshooting of Boiler and HVAC Systems of all types and sizes. With strong leadership and field supervision capabilities across many different trades, Mr. Erickson oversees the activities of BCC and its sub-contractors.

Education / Certification

Farmingdale University, HVAC and Boiler

Journeyman for 29 years Local 638, Fireeye Burner, Certified Specialist in HVAC and Boiler Installation and Repair Service with Gas Troubleshooting specialty, Manufacturer certifications in Carrier Reciprocating Chiller, Liebert, York, LG, and Mitsubishi. CFC Certified, OSHA 10 Certified, Certified in Brazing, and FDNY Certificate of Fitness.

Robert DeAngelis**Construction Estimating Manager**

Over 20 years in the HVAC industry. Mr DeAngelis is adept at interpreting architectural drawings and specifications set forth by Engineers as well as working closely with customers to fully address their needs. He oversees the bidding process and manages all aspects of specifications, procurement, and bid generation. He remains in contact with Project Managers and customer representatives from project inception to completion to address changes and concerns as quickly as possible.

William O'Donnell**Field Supervisor**

Over 44 years in the HVAC industry. Mr. O'Donnell's experience ranges from journeyman, foreman and general foreman to field supervisor. His qualifications include complex HVAC installation, Boiler work, troubleshooting and maintenance of heating and cooling systems. He has extensive background, strong leadership, and field technical supervision experience across many trades.

Education / Certification

Journeyman Local 638, Fireeye Burner, Certified ACE specialist, Honeywell burner control installation and service. Carrier certificate in Reciprocating Liquid Chiller, Gas Troubleshooting. CFC certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Office Staff:

Best Climate Control Corp. Employs a professional and knowledgeable to uphold the highest standards of quality and professionalism.

Lynn Curran, Senior Dispatcher, Proficient in dispatching technicians ensuring customer satisfaction. Over 8 years experience. Dispatches technicians to service, and preventive maintenance calls. Creates dispatch tickets for all service calls. Issues Purchase Orders. Acts as main line of communication between technicians, clients and office staff. Schedule and coordinate service calls are received by forecasting 2-3 day out.

Jay McPhail, Dispatcher, Proficient in dispatching technicians ensuring customer satisfaction. Ordering replacement parts. Over 30 years experience. Dispatches technicians to service, and preventive maintenance calls. Creates dispatch tickets for all service calls. Issues Purchase Orders. Acts as main line of communication between technicians, clients and office staff. Schedule and coordinate service calls are received by forecasting 2-3 day out. Former heating and air conditioning service technician

Karan Polly, Construction department assistant, Over 10 years experience. Combining Financial Management skills, Thorough knowledge of accounts payable, accounts receivable and invoicing. Prepares documents and gathers all necessary paperwork needed for contracts out for bidding. Efficiently post all payments and reports pertaining to construction contracts. Construction billing AIA. Collaborates with Architects, Engineers and Customers as required

Nino Restivo, Project manager assistant. Over 2 years experience providing administrative and clerical support to the Project Manager. Maintaining electronic and hard copies of drawings and spread sheets. Acting as point of contact for clients. Coordination between professionals and departments.

Robin Hudak, Senior Biller, Over 7 years experience managing financial operations by processing invoices with accuracy. Expert in completing tasks with commitment to exceptional performance, efficiency and accuracy.

Lisa Stolz, Accounts Payable/accounts receivable, Over 25 years experience. Maintains spreadsheets with recent and aged accounts receivable. Prepares weekly aging reports. Commitment to exceptional performance, efficiency and accuracy.

Linda Farruggia, Office Manager, Over 8 years experience providing administrative support to over 40 employees. Utilizes exceptional knowledge of personnel management and clerical coordination. Extensive background in accounts receivable, accounts payable and payroll processing.

Courtney Farruggia, Receptionist. Diligent and reliable telephone and front desk receptionist. Customer service, Data Base and records management. Works with cooperation, flexibility and responsibility.

Field Staff:

BEST Climate Control Corp. employs Local 638 Trained & Certified Journeyman to uphold the highest standards of quality and professionalism.

Tom Slattery, Field Safety Officer, BEST Climate Control Corp. Over 38 years experience OSHA 40 Hour HAZWOPER. Hazardous waste Operations and Emergency Response Training, Site Safety Management Training. Loc out / tag out control of hazardous energy. Scaffold safety training instructor. Respiratory protection certificate. Qualified rigger training. Signal person training (voice and hand signals) Nassau County Fire marshal certificate of fitness. Sprinkler system install and service. Town of Hempstead department of buildings master plumbers License. High pressure steam, high Temperature hot water, chilled water systems. Piping of all metals and plastics. Certified in job site first aid. Confined space certificate.

Thomas Rhodes, Senior Service Technician, BEST Climate Control Corp.
Over 30 years Mechanical / HVAC, Boiler / Burner, and Refrigeration. Certified ACE Specialist. RSE, Fireeye Burner Management Control Specialist, Honeywell burner control installation and service specialist. Mitsubishi, Carrier, and Liebert Certified in Brazing, FDNY Certificate of Fitness.

Walter Ryan, Senior Service Technician, Best Climate Control Corp.
Over 25 years Mechanical / HVAC, Certified ACE Specialist, Boiler / Burner Service and Repair. AC and Refrigeration Expert, Mitsubishi, Carrier, and Liebert Certified, York heating and air conditioning. CFC Certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Scott Khare, Senior Service Technician, BEST Climate Control Corp.
Over 25 years Mechanical / HVAC, Boiler / Burner, and Refrigeration. Certified ACE Specialist Boiler /Burner Service, Repair, and Installation RSE, Fireeye Burner Management Control Specialist, Honeywell burner control Installation and service specialist. Mitsubishi Cooling and Heating Solutions, VA Star HVACR Mastery. OSHA 10 Certified, Certified in Welding and Brazing. FDNY Certificate of Fitness.

John Middleton, Service and Installation Technician, BEST Climate Control Corp.
Over 15 years HVAC, Refrigeration, Boiler / Burner repair and installation, Extensive experience with commercial HVAC Systems including expertise in ductless system installation and repair. CFC Certified , OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness, Mitsubishi City-Multi Field Service, and numerous manufacturer certifications.

Thomas Schlenk, Service Technician, BEST Climate Control Corp.
Over 20 years diverse HVAC / Boiler / Refrigeration installation and repair, HVAC Management Control Specialist, Centrifugal / Large-Tonnage Specialist. CFC Certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Michael Seeger, Service Technician BEST Climate Control Corp.

Over 10 years HVAC / Boiler, Burner and Refrigeration repair and service.
Trained for centrifugal and Large Tonnage chiller repair and maintenance with Carrier and York Specialties. CFC Certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Raymond Toro, Service Technician, BEST Climate Control Corp.

Over 20 years Mechanical / HVAC / Boiler- Burner repair specialist. CFC Certified, OSHA 10 Certified, Certified in Brazing, New York City Certificate of Fitness, Numerous Manufacturer Certifications.

Paul Smith, Service Technician, BEST Climate Control Corp.

Over 5 years HVAC repair and service. Graduate of Bradley Hall HVAC program. EPA and OSHA 10 Certified. CFC Certified.

Matt Catlin, Senior Service Technician, Best Climate Control Corp.

Over 25 years Mechanical / HVAC, Certified ACE Specialist, Boiler / Burner Service and Repair. AC and Refrigeration Expert, Mitsubishi, Carrier, and Liebert Certified, York heating and air conditioning. CFC Certified, OSHA 10 and OSHA 30 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Shawn Melendez, Service and Installation Technician, BEST Climate Control Corp.

Over 15 years HVAC, Refrigeration, Boiler / Burner repair and installation, Extensive experience with commercial HVAC Systems including expertise in ductless system installation and repair. CFC Certified, OSHA 10 and OSHA 30 Certified, Certified in Brazing, FDNY Certificate of Fitness, Mitsubishi City-Multi Field Service, and numerous manufacturer certifications.

Ryan Anderson, Helper Apprentice, 3rd year NYS apprentice training program sponsored by Local 638 steamfitters, BEST Climate Control Corp.

4 years HVAC repair and service. EPA and OSHA 10 Certified.

Bryan Rennhack, Chiller Apprentice, BEST Climate Control Corp.

3 Years HVAC repair and service. EPA and OSHA 10 Certified.

Danny Annese, Over 20 years in the HVAC industry. Mr. Annese's experience ranges from apprentice, Journeyman, lead technician, general foreman to Project Manager. He has a strong background in installation and troubleshooting of Boiler and HVAC Systems of all types and sizes. With strong leadership and field supervision capabilities across many different trades, Mr. Annese's oversees the activities of BCC and its sub-contractors

Joe Bertone, Service Technician, BEST Climate Control Corp.
Over 10 years Mechanical / HVAC, Boiler / Burner, and Refrigeration. Certified Installation Specialist Boiler /Burner Service, Repair, and Installation, Fireye Burner Management Control Specialist, Honeywell burner control Installation and service specialist. OSHA 10 Certified, Certified in Welding and Brazing.

Matt Meehan, Service and Installation Controls Technician, BEST Climate Control Corp.
Over 15 years HVAC, Refrigeration, Boiler / Burner repair and installation, Extensive experience with commercial HVAC Systems including expertise in ductless system installation and repair. CFC Certified , OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness. Mitsubishi City-Multi Field Service, and numerous manufacturer controls certifications.

Bob Murphy, Service and Installation Technician, BEST Climate Control Corp.
Over 30 years HVAC, Refrigeration, Extensive experience with commercial HVAC Systems including expertise in ductless system installation and repair. CFC Certified , OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Kleber Saenz, Service and Installation controls Technician, BEST Climate Control Corp.
Over 17 years HVAC, Refrigeration, Experience controls, Extensive experience with commercial HVAC Systems. CFC Certified , OSHA 10 Certified.

Trevor Singh, Service and Installation Technician, BEST Climate Control Corp.
Over 20 years HVAC, Refrigeration package rooftop heating and cooling systems, repair and installation, Extensive experience with commercial HVAC Systems, controls including expertise in ductless system installation and repair. CFC Certified , OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness, Mitsubishi City-Multi Field Service.

Barry Wood, Service Technician, Building maintenance specialist, BEST Climate Control Corp. Over 30 years HVAC, Refrigeration, Boiler / Burner repair, Extensive experience with commercial HVAC Systems. CFC Certified , OSHA 10 Certified, Mitsubishi City-Multi Field Service, and numerous manufacturer certifications.

Michael Hemmes, IT Engineer, Over 20 Years of experience in the industry. Advanced Experience with Automated temperature controls logic programing, Installation, front end graphics design MAN BMS server software installation and management. Communications protocols including OPC, LonWorks, BACnet, and Modbus. IT network management and hardware configuration, installation, servers, workstations, IoT devices. Cable Management, wiring and construction, wireless network and wireless automation technology. Certifications include: Loytec LINX, LWEB-900, LVIS, LIOB-AIR certified, Honeywell XL certified, Honeyell Analytics Certified, Compia A+ Certified Technician, and OSHA 10 Certified

Dr. Vanessa M. Noriega Ph.D. Doctor of philosophy in the field of microbiology with over 17 years of experience in the industry. Skills and expertise with Automated temperature controls logic programing, installation, Front end graphics design, Communications protocols including OPC, LonWorks, BACnet, and Modbus. Tissue culture, Leukocyte Isolation, Virus Propagation. Certification in Loytec LINX, LWEB-900, LVIS, LIOB-AIR certified, Indoor Air Quality Practices. OSHA 10 Certified.

Tom Murphy, Service Mechanic, 30 years experience, certified boiler operator High pressure steam and hot water. Service and repair of all types of boilers, gas/oil 2,4,6 oil boilers, automatic burner controls. NYC Fire Department certificate of fitness for torch use flammable gas. Fire guard for torch operations. Welding and cutting. Fire watch. OSHA 10

William Maldonado, Service Technician, BEST Climate Control Corp. Over 17 years Mechanical / HVAC, Boiler / Burner, and Refrigeration. Certified Installation Specialist Boiler /Burner Service, Repair, and Installation, Fireeye Burner Management Control Specialist, Honeywell burner control Installation and service specialist. OSHA 10 Certified, Certified in Welding and Brazing. Cerfied confined space. Certified in OSHA Respiratory. guide line 29 CFR 1910-34 (C) (1) loc out/tag out. NYS department certificate of asposos specialty trainer restricted handler.

Scott Anderson, Service Specialist, 25 years experience in control system design, integration and support of pneumatic & DDC systems service and installation. Skilled with expertise in the design and commissioning of LON, BACnet, MODbus, C-Busand N2 open and proprietary communication protocols. Responsible for the management and commissioning of complex control installations, including comprehensive job plans, sequencing of tasks, staff planning for project execution. Extensive experience with Honeywell, niagara/Tridium & JCI Controller and server level platforms. Certifications include Honeywell EBI/CARE/Comfort Point, KMC JCI Metasys, JCI FX, Tridium-AX/N4, Six Sigma, OSHA 10.

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: Joseph Farruggia
Date of birth: 09/03/1960
Home address: 2149 NINTH AVE
City: RONKONKOMA State/Province/Territory: NY Zip/Postal Code: 11779
Country: US

Business Address: 760 Koehler ave Suite 4
City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779
Country: US
Telephone: 6312188022

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

List of other addresses and telephone numbers attached

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

President	<u>10/01/2011</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>10/01/2011</u>
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.

Capital Investment \$131,834.00

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

Best Climate Control Corp

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joseph Farruggia [JFARRUGGIA@BCCHVAC.COM]

President

Title

04/09/2020 09:24:50 AM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Best Climate Control Corp

Address: 760 Koehler Ave, Suite 4

City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779

Country: US

2. Entity's Vendor Identification Number: 11-3140240

3. Type of Business: Closely Held Corp (specify) _____

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

1 File(s) uploaded qualifications letter.pdf

No principals have been attached to this form.

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

If none, explain.

Joseph Farruggia President (Owner)

No shareholders, members, or partners have been attached to this form.

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

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

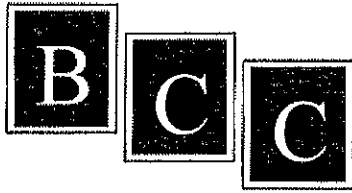
Electronically signed and certified at the date and time indicated by:

Joseph Farruggia [KPOLLY@BCCHVAC.COM]

Dated: 03/10/2020 10:33:54 AM

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.



BEST CLIMATE CONTROL CORP.

Commercial Air Conditioning & Heating Systems

760 Koehler Ave, Suite 4, Ronkonkoma NY 11779

T 631-218-8022 F 631-218-8023

"Qualification Statement"

BEST Climate Control Corp., a New York State Corporation, was formed in 1992 for the purpose of conducting business as Mechanical Contractor in the Heating, Ventilation, Air Conditioning and Refrigeration Industry.

BEST Climate Control Corp., is a Member of Local 638 Steamfitters Metal Trades, with headquarters in Suffolk County and Field Support Centers in Nassau and Westchester Counties. We are a registered NYC Vendor and listed on Dunne and Bradstreet.

Joseph Farruggia (President) Owner of BEST Climate Control Corporation.

We are qualified to perform all work necessary to complete heating, air conditioning, refrigeration, and controls contracts from approximately \$10,000.00 and over \$15,000,000.00.

BEST Climate Control Corporation's business model is exclusively in the Commercial segment; deeply rooted in the public/ municipal sector. As such, we are adept at meeting the needs of our clients and exceeding their expectations:

- Our Service Personnel are not only highly skilled at their craft, they are also experienced in how commercial properties and public facilities operate and are acutely sensitive to their requirements.
- Our Billing Department is well versed in the Accounting and Record-Keeping requirements of Commercial, public, municipal entities and can customize processes to meet our clients' needs.
- Our Management, Customer Service, and Accounting processes are the product of over 30 years of experience with commercial, public, and municipal clientele.

Additional Qualifications:

From 2005 through 2019, *BEST Climate Control* completed over (88) individual HVAC Contracts ranging from \$5000.00 to 7,500,000.00.

Primarily, we utilize BEST Climate Control personnel, except for major sheet metal, balancing, and duct cleaning which is sub-contracted to industry approved sub-contractors.

Surre, Goldberg & Henry Associates furnishes our Bid, Performance and Payments Bonds. We have a high rating with a present bonding capacity of (4) \$4 Million bonds for single contracts and up to a (10) \$10 Million in aggregate bonds for work in progress. BCC has never been barred or disqualified from any bidding.

We have never failed to satisfactorily complete any work we have been contracted for, nor ever been prematurely removed from a contract due to poor performance or failure to comply.

Our primary banking services are through Peoples United, Bohemia, N.Y. and we possess a line of credit of over \$500,000.00 with this institution.

We carry adequate and complete insurance coverage with capacity to increase as needed. All certificates can be furnished upon request.

Our philosophy on service and repair contracts work has always been to provide high quality work at a rate that is fair to our clients as well as BEST Climate Control, to work within the bounds of the client's requirements, to complete work on time, and to work diligently throughout the term of the contract.

The business experience of our principal management staff is as follows:

Joseph Farruggia, President

Over 40 years HVAC Installation, Service, Supervision, Sales

Richard Oliver, Vice President

Over 25 years Business Management, 6 years HVAC.

Linda Farruggia, Office Manager

Over 8 years HVAC

Doug Adamson, Service Project Manager

Over 30 years HVAC Installation, Service Supervision, Sales

Robert Erickson, Construction Project Manager

Over 30 years HVAC Installation, Service, supervision

Robert DeAngelis, Construction Project Estimator

Over 20 Years HVAC Estimator/Project Manager

Michael Hemmes, Controls Manager , IT Engineer

Over 20 Years, IT and Automated Temperature controls logic programing.

William O'Donnell, Field Supervisor
Over 35 Years HVAC Installation, Service, Supervision

Trade References are as follows:

Suppliers:

ABCO Refrigeration
Chris Seitz
33 Central Avenue, Hauppauge, NY
(631) 234-5500

United Refrigeration
Vincent De Filipi
2127 Lakeland Avenue, Ronkonkoma, NY
(631) 285-6665

Ferguson Enterprises
Derrick Southand
224 Route 109, Farmingdale, NY 11735
(631) 293-0700

Sub-Contractors:

Tru-Sheet Metal Inc.
Robert Truberg
644 Union Avenue, Holtsville, NY 11742
(631) 589-3926

Cunningham Duct Cleaning Co.
6 Redington Street, Bay Shore, NY
(631) 665-6400

Syntec Water Treatment Services
Mike Gonyon
109 Rogers Road, Wilmington, DE
(800) 829-2837

Professional Engineers:

New Concept Engineering & Designs
Robert Foley, P.E.
(631) 758-1500

Bank:

Peoples United Bank
Josephine Huges
(631) 758-1500

Current Contracts:

Towns and Villages

More than 10 throughout Nassau and Suffolk Counties
Install, repair, service, and maintain HVAC and Heating Systems.

Individually owned and operated commercial facilities

More than 100 throughout Nassau, Suffolk, and Westchester Counties.
Install, repair, service, and maintain HVAC, and Heating Systems.

Individual School Districts

More than 20 throughout Nassau, Suffolk, Westchester, Queens, Brooklyn, Bronx and Manhattan
Install, repair, service, and maintain HVAC, Heating, and Refrigeration Systems.

Stony Brook Hospital

Install, repair, service, and maintain HVAC, Heating, and Refrigeration Systems.

Education Data Services

Consortium Bid for more than 50 participating School Districts to service, repair, and maintain HVAC, Heating, and Refrigeration Systems throughout Nassau/Suffolk/ Westchester Counties.

Farmingdale College

Install, repair, service, and maintain HVAC, and Heating Systems.

Irvington School District

Install, repair, service, and maintain HVAC, Refrigeration and Automatic Temperature Control

Town of East Hampton

Install, repair, service, and maintain HVAC and Heating units

Suffolk Community College

Large Tonnage Chiller System Service and Repair.

SUNY Stony Brook University

Install, repair, service, and maintain HVAC and Heating Systems.

Yonkers Public Schools

Repair, service and maintain Chiller, Rooftop and Split Air Conditioning Systems.

Qualifications:

Joseph Farruggia

President of BEST Climate Control Corp.

With Over 40 years of industry experience, Mr. Farruggia is the President of BEST Climate Control Corp. Mr. Farruggia has an extensive mechanical installation and service background and is well respected throughout the industry and by our customers. Mr. Farruggia has a thorough knowledge of plant heating and cooling systems, boiler and burner operation and maintenance and control systems service technology.

His extensive technical training and maintenance service and repair business background is combined with vast in-field experience encompassing knowledge of project evaluation and design, manpower management, code of conformance, estimation, budgeting, scheduling and installation and service of HVAC plants.

Professional Experience:

2011- Present	BEST Climate Control Corp.- Bohemia, New York President
2000 - 2011	Ultimate Power Inc. - West Babylon, New York Vice President, Service & Repair Division
1996 - 2000	Ultimate Power Inc. - West Babylon, New York Service & Repair Division Manager
1986-1996	Ultimate Power Inc.- West Babylon, New York Field Foreman & Senior Technical Representative
1984-1986	Idea Quiet Heat Company Junior Service Technician
1978- 1984	Dyna-Cool a Division of Gifford's Oil Company HVAC Apprentice & Boiler Cleaning Tech

Education / Certification

Member ACCA, NAPE (Past President), ASHRAE, NYSBGA, Honeywell ACI Program, Flame Safeguard Controls, Certified RSES Refrigerant Factory Training, Power Flame, PVI, Ray Burner, Spence Engineering Steam Certification, Refrigeration Service Engineers Society, American Society of Heating Refrigeration and Air Conditioning Engineers Inc., Automatic temperature controls, Toxic Combustible Gas Leak Detection, and Certified in brazing. OSHA 10.

Richard Oliver

Vice President; Service Division

Mr. Oliver possesses vast Operations, Business Efficiency, and Customer Service experience, He oversees the day-to-day operations of the Service, Dispatch, Billing, Customer Service, Sales, Safety, and Human Resources functions. OSHA 10 Certified and OMNTEC certified.

Doug Adamson**Service Manager**

Over 30 years in the HVAC business. Mr. Adamson has experience as an apprentice, journeyman, foreman, and Service Manager. His qualifications include complex HVAC installations, troubleshooting and maintenance of heating and cooling systems. He utilizes his extensive background in field service supervision and strong leadership capabilities to manage a vast array of field service and installation projects.

Education / Certification

Journeyman for Local 638 for over 35 years, Mechanical/HVAC Certified ACE Specialist, RSES, AC and Refrigeration Expert, Fireeye Burner Management Control Specialist, HVAC /Boiler-Burner repair specialist, Refrigeration. CFC Certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Robert Erickson**Project Manager**

Over 30 Years in the HVAC industry. Mr. Erickson's experience ranges from apprentice, Journeyman, lead technician, general foreman to Project Manager. He has a strong background in installation and troubleshooting of Boiler and HVAC Systems of all types and sizes. With strong leadership and field supervision capabilities across many different trades, Mr. Erickson oversees the activities of BCC and its sub-contractors.

Education / Certification

Farmingdale University, HVAC and Boiler

Journeyman for 29 years Local 638, Fireeye Burner, Certified Specialist in HVAC and Boiler Installation and Repair Service with Gas Troubleshooting specialty, Manufacturer certifications in Carrier Reciprocating Chiller, Liebert, York, LG, and Mitsubishi. CFC Certified, OSHA 10 Certified, Certified in Brazing, and FDNY Certificate of Fitness.

Robert DeAngelis**Construction Estimating Manager**

Over 20 years in the HVAC industry. Mr DeAngelis is adept at interpreting architectural drawings and specifications set forth by Engineers as well as working closely with customers to fully address their needs. He oversees the bidding process and manages all aspects of specifications, procurement, and bid generation. He remains in contact with Project Managers and customer representatives from project inception to completion to address changes and concerns as quickly as possible.

William O'Donnell**Field Supervisor**

Over 44 years in the HVAC industry. Mr. O'Donnell's experience ranges from journeyman, foreman and general foreman to field supervisor. His qualifications include complex HVAC installation, Boiler work, troubleshooting and maintenance of heating and cooling systems. He has extensive background, strong leadership, and field technical supervision experience across many trades.

Education / Certification

Journeyman Local 638, Fireeye Burner, Certified ACE specialist, Honeywell burner control installation and service. Carrier certificate in Reciprocating Liquid Chiller, Gas Troubleshooting. CFC certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Office Staff:

Best Climate Control Corp. Employs a professional and knowledgeable to uphold the highest standards of quality and professionalism.

Lynn Curran, Senior Dispatcher, Proficient in dispatching technicians ensuring customer satisfaction. Over 8 years experience. Dispatches technicians to service, and preventive maintenance calls. Creates dispatch tickets for all service calls. Issues Purchase Orders. Acts as main line of communication between technicians, clients and office staff. Schedule and coordinate service calls are received by forecasting 2-3 day out.

Jay McPhail, Dispatcher, Proficient in dispatching technicians ensuring customer satisfaction. Ordering replacement parts. Over 30 years experience. Dispatches technicians to service, and preventive maintenance calls. Creates dispatch tickets for all service calls. Issues Purchase Orders. Acts as main line of communication between technicians, clients and office staff. Schedule and coordinate service calls are received by forecasting 2-3 day out. Former heating and air conditioning service technician

Karan Polly, Construction department assistant, Over 10 years experience. Combining Financial Management skills, Thorough knowledge of accounts payable, accounts receivable and invoicing. Prepares documents and gathers all necessary paperwork needed for contracts out for bidding. Efficiently post all payments and reports pertaining to construction contracts. Construction billing AIA. Collaborates with Architects, Engineers and Customers as required

Nino Restivo, Project manager assistant. Over 2 years experience providing administrative and clerical support to the Project Manager. Maintaining electronic and hard copies of drawings and spread sheets. Acting as point of contact for clients. Coordination between professionals and departments.

Robin Hudak, Senior Biller, Over 7 years experience managing financial operations by processing invoices with accuracy. Expert in completing tasks with commitment to exceptional performance, efficiency and accuracy.

Lisa Stolz, Accounts Payable/accounts receivable, Over 25 years experience. Maintains spreadsheets with recent and aged accounts receivable. Prepares weekly aging reports. Commitment to exceptional performance, efficiency and accuracy.

Linda Farruggia, Office Manager, Over 8 years experience providing administrative support to over 40 employees. Utilizes exceptional knowledge of personnel management and clerical coordination. Extensive background in accounts receivable, accounts payable and payroll processing.

Courtney Farruggia, Receptionist. Diligent and reliable telephone and front desk receptionist. Customer service, Data Base and records management. Works with cooperation, flexibility and responsibility.

Field Staff:

BEST Climate Control Corp. employs Local 638 Trained & Certified Journeyman to uphold the highest standards of quality and professionalism.

Tom Slattery, Field Safety Officer, BEST Climate Control Corp. Over 38 years experience OSHA 40 Hour HAZWOPER. Hazardous waste Operations and Emergency Response Training, Site Safety Management Training. Loc out / tag out control of hazardous energy. Scaffold safety training instructor. Respiratory protection certificate. Qualified rigger training. Signal person training (voice and hand signals) Nassau County Fire marshal certificate of fitness. Sprinkler system install and service. Town of Hempstead department of buildings master plumbers License. High pressure steam, high Temperature hot water, chilled water systems. Piping of all metals and plastics. Certified in job site first aid. Confined space certificate.

Thomas Rhodes, Senior Service Technician, BEST Climate Control Corp.
Over 30 years Mechanical / HVAC, Boiler / Burner, and Refrigeration. Certified ACE Specialist. RSE, Fireye Burner Management Control Specialist, Honeywell burner control installation and service specialist. Mitsubishi, Carrier, and Liebert Certified in Brazing, FDNY Certificate of Fitness.

Walter Ryan, Senior Service Technician, Best Climate Control Corp.
Over 25 years Mechanical / HVAC, Certified ACE Specialist, Boiler / Burner Service and Repair. AC and Refrigeration Expert, Mitsubishi, Carrier, and Liebert Certified, York heating and air conditioning. CFC Certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Scott Khare, Senior Service Technician, BEST Climate Control Corp.
Over 25 years Mechanical / HVAC, Boiler / Burner, and Refrigeration. Certified ACE Specialist Boiler / Burner Service, Repair, and Installation RSE, Fireye Burner Management Control Specialist, Honeywell burner control Installation and service specialist. Mitsubishi Cooling and Heating Solutions, VA Star HVACR Mastery. OSHA 10 Certified, Certified in Welding and Brazing, FDNY Certificate of Fitness.

John Middleton, Service and Installation Technician, BEST Climate Control Corp.
Over 15 years HVAC, Refrigeration, Boiler / Burner repair and installation, Extensive experience with commercial HVAC Systems including expertise in ductless system installation and repair. CFC Certified , OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness, Mitsubishi City-Multi Field Service, and numerous manufacturer certifications.

Thomas Schlenk, Service Technician, BEST Climate Control Corp.
Over 20 years diverse HVAC / Boiler / Refrigeration installation and repair, HVAC Management Control Specialist, Centrifugal / Large-Tonnage Specialist. CFC Certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Michael Seeger, Service Technician BEST Climate Control Corp.

Over 10 years HVAC / Boiler, Burner and Refrigeration repair and service. Trained for centrifugal and Large Tonnage chiller repair and maintenance with Carrier and York Specialties. CFC Certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Raymond Toro, Service Technician, BEST Climate Control Corp.

Over 20 years Mechanical / HVAC / Boiler- Burner repair specialist. CFC Certified, OSHA 10 Certified, Certified in Brazing, New York City Certificate of Fitness, Numerous Manufacturer Certifications.

Paul Smith, Service Technician, BEST Climate Control Corp.

Over 5 years HVAC repair and service. Graduate of Bradley Hall HVAC program. EPA and OSHA 10 Certified. CFC Certified.

Matt Catlin, Senior Service Technician, Best Climate Control Corp.

Over 25 years Mechanical / HVAC, Certified ACE Specialist, Boiler / Burner Service and Repair. AC and Refrigeration Expert, Mitsubishi, Carrier, and Liebert Certified, York heating and air conditioning. CFC Certified, OSHA 10 and OSHA 30 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Shawn Melendez, Service and Installation Technician, BEST Climate Control Corp.

Over 15 years HVAC, Refrigeration, Boiler / Burner repair and installation, Extensive experience with commercial HVAC Systems including expertise in ductless system installation and repair. CFC Certified, OSHA 10 and OSHA 30 Certified, Certified in Brazing, FDNY Certificate of Fitness, Mitsubishi City-Multi Field Service, and numerous manufacturer certifications.

Ryan Anderson, Helper Apprentice, 3rd year NYS apprentice training program sponsored by Local 638 steamfitters, BEST Climate Control Corp.

4 years HVAC repair and service. EPA and OSHA 10 Certified.

Bryan Rennhack, Chiller Apprentice, BEST Climate Control Corp.

3 Years HVAC repair and service. EPA and OSHA 10 Certified.

Danny Annese, Over 20 years in the HVAC industry. Mr. Annese's experience ranges from apprentice, Journeyman, lead technician, general foreman to Project Manager. He has a strong background in installation and troubleshooting of Boiler and HVAC Systems of all types and sizes. With strong leadership and field supervision capabilities across many different trades, Mr. Annese's oversees the activities of BCC and its sub-contractors

Joe Bertone, Service Technician, BEST Climate Control Corp.
Over 10 years Mechanical / HVAC, Boiler / Burner, and Refrigeration. Certified Installation Specialist Boiler /Burner Service, Repair, and Installation, Fireye Burner Management Control Specialist, Honeywell burner control Installation and service specialist. OSHA 10 Certified, Certified in Welding and Brazing.

Matt Meehan, Service and Installation Controls Technician, BEST Climate Control Corp.
Over 15 years HVAC, Refrigeration, Boiler / Burner repair and installation, Extensive experience with commercial HVAC Systems including expertise in ductless system installation and repair. CFC Certified , OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness. Mitsubishi City-Multi Field Service, and numerous manufacturer controls certifications.

Bob Murphy, Service and Installation Technician, BEST Climate Control Corp.
Over 30 years HVAC, Refrigeration, Extensive experience with commercial HVAC Systems including expertise in ductless system installation and repair. CFC Certified , OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Kleber Saenz, Service and Installation controls Technician, BEST Climate Control Corp.
Over 17 years HVAC, Refrigeration, Experience controls, Extensive experience with commercial HVAC Systems. CFC Certified , OSHA 10 Certified.

Trevor Singh, Service and Installation Technician, BEST Climate Control Corp.
Over 20 years HVAC, Refrigeration package rooftop heating and cooling systems, repair and installation, Extensive experience with commercial HVAC Systems, controls including expertise in ductless system installation and repair. CFC Certified , OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness, Mitsubishi City-Multi Field Service.

Barry Wood, Service Technician, Building maintenance specialist, BEST Climate Control Corp. Over 30 years HVAC, Refrigeration, Boiler / Burner repair, Extensive experience with commercial HVAC Systems. CFC Certified , OSHA 10 Certified, Mitsubishi City-Multi Field Service, and numerous manufacturer certifications.

Michael Hemmes, IT Engineer, Over 20 Years of experience in the industry. Advanced Experience with Automated temperature controls logic programing, Installation, front end graphics design MAN BMS server software installation and management. Communications protocols including OPC, LonWorks, BACnet, and Modbus. IT network management and hardware configuration, installation, servers, workstations, IoT devices. Cable Management, wiring and construction, wireless network and wireless automation technology. Certifications include: Loytec LINX, LWEB-900, LVIS, LIOB-AIR certified, Honeywell XL certified, Honeyell Analytics Certified, Compia A+ Certified Technician, and OSHA 10 Certified

Dr. Vanessa M. Noriega Ph.D. Doctor of philosophy in the field of microbiology with over 17 years of experience in the industry. Skills and expertise with Automated temperature controls logic programing, installation, Front end graphics design, Communications protocols including OPC, LonWorks, BACnet, and Modbus. Tissue culture, Leukocyte Isolation, Virus Propagation. Certification in Loytec LINX, LWEB-900, LVIS, LIOB-AIR certified, Indoor Air Quality Practices. OSHA 10 Certified.

Tom Murphy, Service Mechanic, 30 years experience, certified boiler operator High pressure steam and hot water. Service and repair of all types of boilers, gas/oil 2,4,6 oil boilers, automatic burner controls. NYC Fire Department certificate of fitness for torch use flammable gas. Fire guard for torch operations. Welding and cutting. Fire watch. OSHA 10

William Maldonado, Service Technician, BEST Climate Control Corp. Over 17 years Mechanical / HVAC, Boiler / Burner, and Refrigeration. Certified Installation Specialist Boiler /Burner Service, Repair, and Installation, Fireeye Burner Management Control Specialist, Honeywell burner control Installation and service specialist. OSHA 10 Certified, Certified in Welding and Brazing. Cerfied confined space. Certified in OSHA Respiratory. guide line 29 CFR 1910-34 (C) (1) loc out/tag out. NYS department certificate of asposos specialty trainer restricted handler.

Scott Anderson, Service Specialist, 25 years experience in control system design, integration and support of pneumatic & DDC systems service and installation. Skilled with expertise in the design and commissioning of LON, BACnet, MODbus, C-Busand N2 open and proprietary communication protocols. Responsible for the management and commissioning of complex control installations, including comprehensive job plans, sequencing of tasks, staff planning for project execution. Extensive experience with Honeywell, niagara/Tridium & JCI Controller and server level platforms. Certifications include Honeywell EBI/CARE/Comfort Point, KMC JCI Metasys, JCI FX, Tridium-AX/N4, Six Sigma, OSHA 10.

Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Joseph Farruggia state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Best Climate Control Corp

Vendor's Address: 760 Koehler Ave, Suite 4 Ronkonkoma NY US 11779

Vendor's EIN or TIN: 11-3140420

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
03/03/2020 10:55:54 AM

Lobbyist Registration and Disclosure Form:
03/03/2020 10:59:19 AM

Business History Form certified:
No Business History Forms have been selected.

Consultant's, Contractor's, and Vendor's Disclosure Form:
No Consultant's, Contractor's, and Vendor's Disclosure Forms have been selected.

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

There are no certified Principal Questionnaires for this organization.

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

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

CERTIFICATION

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

Joseph Farruggia

Name

President

Title

Best Climate Control Corp

Name of Submitting Entity

03/10/2020 10:34:53 AM

Date



BESTCLI-01

MROWSELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2020

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 James F. Sutton Agency, Ltd. 143-149 East Main St PO Box 76 East Islip, NY 11730	CONTACT NAME: PHONE (A/C, No, Ext): (631) 581-7978 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co INSURER B: Ohio Casualty Insurance Co INSURER C: Westchester Surplus Lines Ins INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (631) 581-5456 NAIC # 24082 24074
INSURED Best Climate Control Corp 760 Koehler Ave, Unit 4 Ronkonkoma, NY 11779		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:		BKS59805747	4/28/2020	4/28/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAS59805747	4/28/2020	4/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B X	UMBRELLA LIAB EXCESS LIAB DED X RETENTION \$ 10,000	OCCUR CLAIMS-MADE	USO59805747	4/28/2020	4/28/2021	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	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution Liability		G71172089 001	8/22/2019	8/22/2020	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured in regards to work performed by the named insured as required by written contract per blanket endorsement.

CERTIFICATE HOLDER

CANCELLATION

County of Nassau
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



New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 113140240

AMERICAN GLOBAL LLC
390 NORTH BROADWAY
3RD FLOOR
JERICO NY 11753



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER BEST CLIMATE CONTROL CORP 760 KOEHLER AVENUE, SUITE 4 RONKONKOMA NY 11779	CERTIFICATE HOLDER COUNTY OF NASSAU 1 WEST STREET MINEOLA NY 11501
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POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G 1104 324-7	120141	05/01/2020 TO 05/01/2021	04/02/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1104 324-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

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.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

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: 346272037



00000000000080943952



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) BEST CLIMATE CONTROL CORP 760 KOEHLER AVE., #4 RONKONKOMA, NY 11779 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 113140240
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau One West Street Mineola, NY 11501	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL571236 3c. Policy effective period 01/01/2020 to 12/31/2020

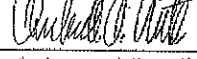
4. Policy provides the following benefits:

- ☒ 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 2/13/2020 By 
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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.



Ciminera, Deirdre

From: ANNUNZIATA, THOMAS <TANNUNZIATA@YonkersPublicSchools.org>
Sent: Thursday, April 30, 2020 12:33 PM
To: Ciminera, Deirdre
Subject: RE: Best Climate

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

Deirdre,

This will be the ninth year Best Climate has had the service maintenance contract with Yonkers Public Schools, we have no problems with their performance and no Issues.

They maintain 26 buildings.

Sincerely,

Thomas Annunziata

YPS 914 260-6683

From: Ciminera, Deirdre [mailto:DCiminera@nassaucountyny.gov]
Sent: Wednesday, April 29, 2020 12:41 PM
To: ANNUNZIATA, THOMAS <TANNUNZIATA@YonkersPublicSchools.org>
Subject: Best Climate

Hello,

We have a contract with Best Climate for Nassau County, NY. They have you listed as a reference.

Would you be able to give me some insight on this vendor. Are you pleased with their work performance? Have you had any issues with them? Do you have any outstanding issues?

Thank you!


Sincerely,

Deirdre Ciminera

Deirdre Ciminera
Nassau County Office of Purchasing
1 West Street
Mineola, New York 11501
Phone: 516-571-5820
Fax: 516-571-4263
Email: dciminera@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.

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK COUNTY OF NASSAU		BID NUMBER 91036-04259-068 Dated: 04/04/19
	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 04/25/19 11:00 A.M. D.S.T.
	BUYER Deirdre Ciminera	TELEPHONE 516-571-5820	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: HVAC Control Repair

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

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

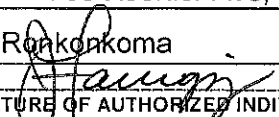
CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

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

DELIVERY MADE TO: Nassau County Department of Public Works.	GUARANTEED DELIVERY DATE _____ DAYS AFTER RECEIPT OF ORDER
EMPLOYERS FEDERAL TAX ID NUMBER 11-3140240	

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER Best Climate Control Corp			
ADDRESS 760 Koehler Ave, Suite 4			
CITY Ronkonkoma	STATE NY	ZIP CODE 11779	TELEPHONE 631-218-8022
SIGNATURE OF AUTHORIZED INDIVIDUAL 		PRINT OR TYPE NAME OF SIGNER AND TITLE Joseph Farruggia, President	

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

BID TERMS AND CONDITIONS

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished. 2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications. 3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects | <ol style="list-style-type: none"> 4. PRICES The provisions of the New York State Fair Trade Law (Friedman-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County. 5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be |
|---|---|

OFFICE OF PURCHASING

APR 25 2019

OPENED 11 AM

BRNC19000104 exp. 5/13/20

fair and without collusion or fraud.

approved by the County Attorney.

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

Director, Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: Best Climate Control Corp

Address: 760 Koehler Ave, Suite 4, Ronkonkoma, NY 11779

Telephone No: 631-218-8022

Fax No: 631-218-8023

1. State Whether: A Corporation ☒ _____
Individual _____
Partnership _____

GUIDELINES FOR DISCLOSURE

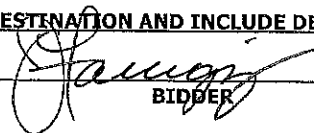
THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 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.
Joseph Farruggia, President (Owner)
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

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

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

BIDDER SIGN HERE


BIDDER

President

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME:

Best Climate Control Corp

ADDRESS:

760 Koehler Ave, Suite 4, Ronkonkoma, NY 11779

1. STATE WHETHER: CORPORATION ☒ INDIVIDUAL _____ PARTNERSHIP _____

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

Joseph Farruggia, (owner) President

VICE PRESIDENT

SECRETARY

TREASURER

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

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 26 years

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

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

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

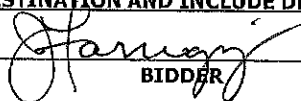
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<u>Joseph Farruggia</u>	<u>President</u>	<u>40 years</u>	<u>HVAC, Mechanical</u>	

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

Best Climate Control have reviewed entire Specs.

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

BIDDER SIGN HERE


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

Richard Oliver, VP of Operations

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:

Yonkers Public School

ADDRESS:

One Larkin Center, Yonkers NY 10701

TELEPHONE: 631-218-8022 CONTACT PERSON Tom Annunziata, Construction Inspector

CONTRACT DATE:
2012 to present

2. REFERENCE'S NAME:

Nassau Community College

ADDRESS:

1 Education Drive, Garden City Ny 11530

TELEPHONE: 516-805-8235 CONTACT PERSON Joseph Lucito, Facilities Director

CONTRACT DATE:
2002 to Present

3. REFERENCE'S NAME:

Fairfield Properties

ADDRESS:

281 Daniels Lane, Sagaponic NY 11962

TELEPHONE: 631-466-0093 CONTACT PERSON Peter Nertney

CONTRACT DATE:
2010 to Present

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

BIDDER SIGN HERE


BIDDER

President

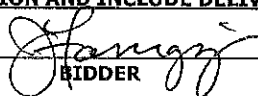
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USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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

BIDDER SIGN HERE


BIDDER

President

TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

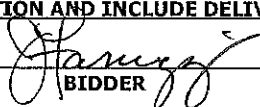
The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

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

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

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

BIDDER SIGN HERE


BIDDER

President

TITLE

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

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

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

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

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

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

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

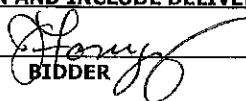
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

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

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

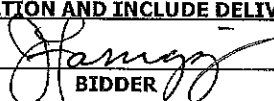
As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

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

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

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

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

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

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

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

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

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INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

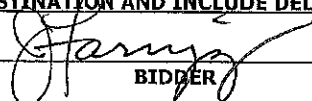
PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

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

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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COUNTY OF NASSAU

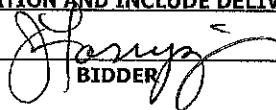
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Best Climate Control Corp
Address: 760 Koehler Ave, Suite #4
City, State and Zip Code: Ronkonkoma, NY 11779
2. Entity's Vendor Identification Number: _____
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):
Joseph Farruggia, President (Owner) 2149 Ninth Ave, Ronkonkoma, NY

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

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

None

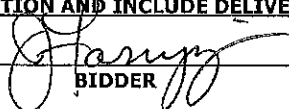
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, 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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(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

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

None

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

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

Dated: 4-24-19

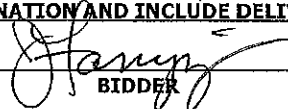
Signed: 

Print Name: Joseph Farruggia

Title: President

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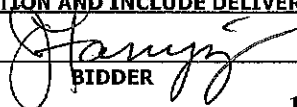
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Page 4 of 4:

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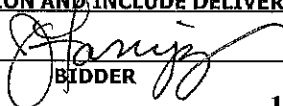
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby
None

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

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

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

None

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

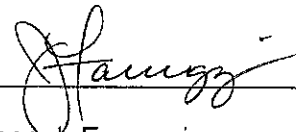
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Dated: 4-24-19

Signed:



Print Name:

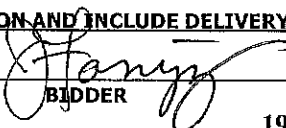
Joseph Farruggia

Title:

President

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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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Business History Form

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

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

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

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

Date: 4-23-19

1) Proposer's Legal Name: Best Climate Control Corp

2) Address of Place of Business: 760 Koehler Ave, Suite 4, Ronkonkoma, NY 11779

List all other business addresses used within last five years:

75 Orville Drive, Bohemia, NY 11716

3) Mailing Address (if different): _____

Phone : 631-218-8022

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 79-806-6551

5) Federal I.D. Number: 11-3140240

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

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

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

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

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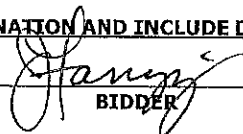
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- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason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

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

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

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

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

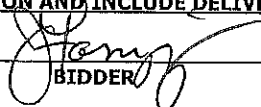
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

- a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**
- (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflicts exists
- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflicts exists
- (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflicts Exists
- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. Conflict of interest would not exist

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- 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. See attached letter of qualifications

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

- i) Date of formation; December 29, 1992
 - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Joseph Farruggia, President (Owner)
 - iii) Name, address and position of all officers and directors of the company; Joseph Farruggia President (Owner) 2149 Ninth Ave, Ronkonkoma NY 11779
 - iv) State of incorporation (if applicable); New York
 - v) The number of employees in the firm; 43
 - vi) Annual revenue of firm; See attached Financial Statement
 - vii) Summary of relevant accomplishments: see page 4 of the Financial Statement
 - viii) Copies of all state and local licenses and permits. See Attached
- B. Indicate number of years in business. Over 26 Years under present name and over 40 Years as a contractor.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. All listed in qualification statement and attached Certificates and Licenses
- 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 Yonkers Public Schools

Contact Person Tom Annunziata, Construction Inspector

Address One Larkin Center

City/State Yonkers NY

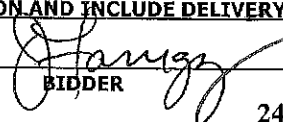
Telephone 914-376-8008

Fax # _____

E-Mail Address tannunziata@Yonkerspublicschools.org

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91036-04259-068

Company Fairfield Properties

Contact Person Peter Nertney

Address 281 Daniels Lane

City/State Sagaponic, NY 11962

Telephone 631-466-0093 and 631-537-9800

Fax # _____

E-Mail Address Pnertney@aol.com

Company Nassau Community College

Contact Person Joseph Lucito, Facilities Director

Address 1 Education Drive

City/State Garden City NY 11530

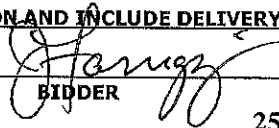
Telephone 516-805-9235

Fax # _____

E-Mail Address joseph.lucito@ncc.edu

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CERTIFICATION

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

I, Joseph Farruggia, 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 April 2019

[Signature]
Notary Public

KARAN POLLY
Notary Public, State of New York
01-PO6137467
Qualified in Suffolk County
Commission Expires November 28, 2021

Name of submitting business: Best Climate Control Corp

By: Joseph Farruggia

[Signature]
Print name
Signature

President
Title

04 / 23 / 2019
Date

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[Signature]
BIDDER

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 Joseph Farruggia
Date of birth 09 / 03 / 1960
Home address 2149 Ninth Ave
City/state/zip Ronkonkoma, NY 11779
Business address 760 Koehler Ave, Suite 4
City/state/zip Ronkonkoma NY 11779
Telephone 631-218-8022
Other present address(es) 75 Orville Drive
City/state/zip Bohemia, NY 11716
Telephone 631-218-8022
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 10 / 01 / 2011 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. Capital Stock and Accumulated Earnings.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES _____ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES _____ NO ☒ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES _____ NO ☒ If Yes, provide details.

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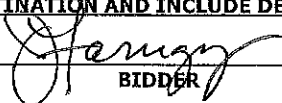
NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

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

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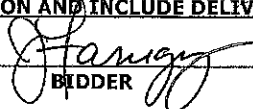
President

TITLE

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

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President

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CERTIFICATION

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I, Joseph Farruggia, 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 24 day of April 2019

Karan Polly
Notary Public

KARAN POLLY
Notary Public, State of New York
01-PO6137487
Qualified in Suffolk County
Commission Expires November 28, 2021

Best Climate Control Corp
Name of submitting business

Joseph Farruggia
Print name

J. Farruggia
Signature

President
Title

04 / 23 / 2019
Date

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J. Farruggia
BIDDER

President

TITLE

SCOPE: The purpose of this bid is to establish a price structure upon which purchases will be made under a Blanket Order. A Blanket Order shall be issued to the successful bidder. Unit price on the Blanket Order to be firm for a period of twelve (12) months.

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

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

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

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

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 30 Days A/R/O.

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

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

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

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

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

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

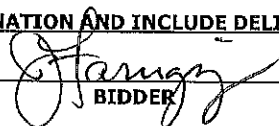
PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 45 DAYS AFTER BID OPENING

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County

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of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
180 days.

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

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

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

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

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

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

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

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

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

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NO PARTIAL PAYMENTS WILL BE PAID.

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

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

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

_____ CLAIMANT NAME	_____ DATE
_____ BY (SIGNATURE)	_____ TITLE

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

_____ Claimant Name	_____ Date
_____ By Signature	_____ Title

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY

PERIOD: Manufacturers

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

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

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

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

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

A) Certificate of Insurance name the County of Nassau as co-insured: _____

Or

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

NASSAU COUNTY MUST BE NAME AS THE ADDITIONAL INSURED

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GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

NON PERFORMANCE

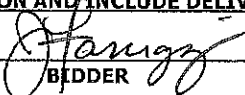
The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the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

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

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TITLE

whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

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

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

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

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

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

BIDDER SIGN HERE


BIDDER

President

TITLE

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

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

RIGHT TO KNOW LAW AND "OSHA"

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

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


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

CERTIFICATION:

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

X  _____
Signature Title Date

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

BIDDER SIGN HERE  _____ President _____
BIDDER TITLE

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CERTIFICATION:

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

X

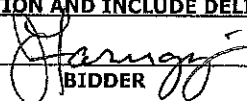
Signature

Title

Date

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BIDDER

President

TITLE

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

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

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

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

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

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

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

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

this 23 day of April, 2019 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

Best Climate Control Corp

Address:

760

Street:

Koehler Ave, Suite 4

City, Town, etc:

Ronkonkoma, NY 11779

Telephone:

631-218-8022


Title: President

If applicable, responsible Corporate Officer

Name Joseph Farruggia

Title President

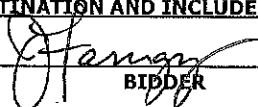
Signature: 

Sign Here 

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

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

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President

TITLE

MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

N/A

Manufacturer

Signature

Title

FURTHERMORE:

That we authorize

(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

Manufacturer

Signature

Title

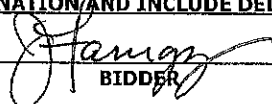
Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

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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.

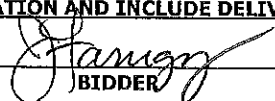
The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau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

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

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

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President

TITLE

FIRM PRICES: Prices will be firm for a period of _____ from the issuance of the Blanket Order and no changes will be allowed. If prices are increased or decreased by the manufacturer after _____ days, the vendor may apply to the Director of Purchasing for permission to increase his prices. The request will be considered only if accompanied by documentary evidence of the necessity for increased prices. If the Director of Purchasing accepts the request, the Blanket Order will be amended accordingly.

However, if the Director of Purchasing does not consider the new prices as fair and reasonable in the County's interest, the Blanket Order may be cancelled after 30 days written notice, and vendor agrees to fill all outstanding orders placed prior to cancellation. When prices to the trade are decreased, the prices of applicable items in the Blanket Order shall be decreased accordingly. It shall be incumbent on the vendor to notify the Director of Purchasing of such decreases immediately after it becomes effective.

EVALUATION:

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

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

Ordinance # 153-2018

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

<u>Value of Contract</u>	<u>Administrative Fee</u>
\$0-\$10,000	\$0
Over \$10,000-\$50,000	\$160
Over \$50,000-\$100,000	\$266
Over \$100,000	\$533

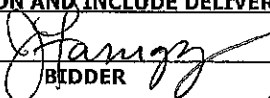
After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for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

Ordinance # 72-2014

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

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TITLE

SPECS: DEMAND SERVICES & MAINTENANCE (T&M PER CALL BASIS) FOR: HEATING AND VENTILATING CONTROLS, DDC (DIRECT DIGITAL CONTROL), ELECTRONIC, PNEUMATIC, & MECHANICAL EQUIPMENT & SYSTEMS & ALL COMPONENTS OF VARIOUS MAKES AND MODELS LOCATED IN VARIOUS COUNTY FACILITIES, AND LOCATIONS AND TO BE I/A/W ALL GENERAL CONDITIONS, SPECS, AND TERMS HEREIN:
CONTROLS &/OR SYSTEMS: THE CO. MAINTAINS NUMEROUS HVAC & PNEUMATIC CONTROL SYSTEMS INCLUDING BUT NOT LIMITED TO THE FOLLOWING MFGS: HONEYWELL, JOHNSON CONTROLS, STAEFA, LANDIS-GYR, CONTROL-PAK & BARBER COLEMAN.

BIDDER QUALIFICATIONS

All qualifications shall be submitted at the time of bid. **Any bids without said qualifications will not be considered.**

All bidders shall be capable of performing all tasks on all aspects of the contract.

All bidders may subcontract to companies such as but not limited to: HONEYWELL, JOHNSON CONTROLS, STAEFA, LANDIS-GYR, CONTROL-PAK & BARBER COLEMAN. ALL SUBCONTRACTING MUST HAVE PRIOR APPROVAL FROM THE COUNTY USING AGENCY.

Bidders shall maintain a minimum of six (6) full-time mechanics, three (3) of whom shall be journeymen or have a minimum of five (5) years' experience in servicing HVAC systems and DDC (Direct Digital Control) and pneumatic automatic temperature control systems. All **FULL-TIME MECHANICS** must be certified in compliance to EPA regulations (40 CFR Part 82, Subpart F) under section 608 of the Clean Air Act requires that technicians who maintain, service, repair or dispose of equipment that could release ozone depleting refrigerants into the atmosphere must be certified. Upon request, bidders will be required to submit the names and resumes of all current full-time employees. Bidders shall maintain a minimum of two (2) full-time mechanic helpers. Bidders shall maintain a primary place of business fully staffed during normal business hours. Home addresses and P.O. boxes are unacceptable. Bidders shall maintain a minimum parts inventory of \$25,000 for equipment which may be disbursed between the primary place of business and service vehicles.

CONTRACTORS WILL MAINTAIN STOCK OF REGULAR SUPPLY ITEMS COMMONLY USED IN THEIR TRADE I.E. TAPE, SCREWS, CABLE TIES, ADHESIVE LIQUIDS ETC. AND ENSURE THAT MECHANICS ARRIVE AT THE JOB SITE ADEQUATELY SUPPLIED WITH SUCH. DEPARTURES FROM JOB SITES TO OBTAIN SUCH ITEMS SHALL NOT BE CHANGED AS TIME WORKED TO THE COUNTY. DEPARTURES FROM JOB SITES FOR OEM PARTS WILL BE WITH PRIOR APPROVAL OF THE DESIGNATED AGENCY REPRESENTATIVE AND SHALL BE OBTAINED FROM A SUPPLIER AS LOCAL TO THE JOB SITE AS REASONABLY POSSIBLE. ON ALL JOBS PERFORMED BY THE VENDOR AT THE VENDOR'S EXPENSE.

THE CONTRACTOR MUST HAVE A MINIMUM OF TWO (2) WORK VEHICLES STOCKED WITH CONTROL EQUIPMENT. THE COUNTY RESERVES THE RIGHT TO INSPECT THE VEHICLES.

SPECIALTIES: CONTRACTOR SHALL MAINTAIN APPROPRIATE SERVICE TOOLS INCLUDING BUT NOT LIMITED TO THE LAPTOP COMPUTER, PORTABLE OPERATOR TERMINALS & ALL NECESSARY DIAGNOSTIC TOOLS. CONTRACTORS SHALL DEMONSTRATE EITHER OWNERSHIP OR ACCESS THROUGH SUBCONTRACTING TO LICENSED COPIES OF VENDOR SPECIFIC SOFTWARE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: HONEYWELL EXCEL 5000 BLDG. SUPERVISORS, JOHNSON M-TOOL, V1. STAEFA M51800 V1.3, CONTROL PAK MANAGER ENGINEERING WORKSTATION V3.01, CONTRACTOR SHALL DEMONSTRATE UPON REQUEST, THE

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President

TITLE

ABILITY TO PROVIDE REMOTE MONITORING SERVICES OF ALL EXISTING COUNTY DDC INSTALLATIONS. THIS CONTRACT ALLOWS NEW INSTALLATIONS OF CONTROLS AND MONITORING SYSTEMS IN EXISTING AND NEW COUNTY OWNED FACILITIES WHERE SUCH EQUIPMENT IS DEEMED NECESSARY TO OPERATE AND MONITOR HVAC EQUIPMENT. ALL JOBS ARE FOR ONE (1) full-time mechanic. IF THE CONTRACTOR FEELS ADDITIONAL STAFF IS NEEDED THE CONTRACTOR MUST HAVE PRIOR APPROVAL FROM THE USING AGENCY.

TELEPHONE SERVICE; THE VENDOR SHALL MAINTAIN A CONTINUOUS TELEPHONE SERVICE WHERE THEY CAN BE REACHED 24 HOURS A DAY 7 DAYS A WEEK, SUNDAY & HOLIDAYS INCLUDED. THE VENDOR SHALL SUPPLY ONLY THE ORIGINAL MFG'S OR OTHER APPROVED REPLACEMENT PARTS. THE CONTRACTOR SHALL HAVE AND MAINTAIN ON HAND APPROVED REPLACEMENT PARTS. RESPONSE TIME FOR EMERGENCY CALLS SHALL BE ONE HOUR. IF A REPAIR, MODIFICATION OR ALTERATION OF AN EXISTING SYSTEM IS ESTIMATED TO EXCEED THE SUM OF \$500.00 THE VENDOR WILL SUBMIT TO THE REQUESTING AGENCY IN WRITING THE APPROXIMATE TOTAL COST REFLECTED FOR LABOR AND MATERIAL FOR APPROVAL TO PERFORMING ANY WORK TO THE SUBJECT EQUIPMENT OR SYSTEMS. AT THIS POINT, THE CO. RESERVES THE RIGHT TO TAKE COMPETITIVE QUOTATIONS IN ORDER TO OBTAIN THE MOST ECONOMICAL MEANS OF ACCOMPLISHING THE WORK TO BE DONE. IF THE VENDOR'S QUOTATION IS THE LOWEST OR REASONABLE CLOSE TO THE LOWEST QUOTE, THE VENDOR WILL BE NOTIFIED TO PROCEED, HOWEVER IF THE VENDOR'S QUOTE FOR WORK OVER \$500.00 ARE CONTINUALLY HIGHER FROM OTHER VENDORS, THE CO. RESERVES THE RIGHT TO EXERCISE THE TERMINATION CLAUSE AND SOLICIT MORE BIDS, THE QUOTATIONS SOLICITED IN THIS INSTANCE WILL BE IN WRITING AND OPENED BY THE DEPT. OF PURCHASING AT A PREVIOUSLY STIPULATED DATE AND TIME

WARRANTY PERIOD: SERVICE REPAIRS REORDERED

PARTS 365 DAYS

LABOR 365 DAYS

NOTE: LABOR CHARGES

TO BE COMPLETE & INCLUDE ALL APPLICABLE COSTS THERE WILL BE NO ALLOWANCE FOR TRAVEL CHARGES OR MILEAGE.

EMERGENCY RESPONSE TIME 1 HOUR

ADDITIONAL NOTATIONS FOR PROSPECTIVE BIDDERS;

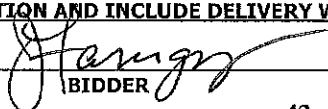
1 REGULAR WORK CALLS SHOULD HAVE A RESPONSE TIME OF NO MORE THAN 1 DAY, EMERGENCY CALLS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 1 HOUR

BIDDERS ARE HEREBY ADVISED THAT TO INSURE AND FACILITATE PMT. THE FOLLOWING INFO MUST ACCOMPANY THE CONTRACTORS CLAIM

- A) TIME SHEETS SIGNED BY AUTHORIZED COUNTY PERSONEL. TIME SHEETS SHOULD SHOW TIME OF ARRIVAL & TIME OF DEPARTURE. TRAVEL TIME TOO AND FROM PLACE OF EMPLOYMENT TO PRIOR JOBS SHALL NOT BE CONSIDERED IN THE TOTAL WORK TIME CHARGED TO THE USING AGENCY AND MUST NOT BE SUBMITTED.
- B) DETAILS OF PARTS USED
- C) ONLY ACTUAL SYSTEM COMPONENTS, SHOWN ON THE PLANS AND SPECS FOR THE AFFECTED SYSTEM MACHINERY, SHOULD BE BILLED. IF THE PARTS USED ARE REGULARLY KEPT IN STOCK BY THE CONTRACTOR, MANUFACTURERS PRICE LISTS CAN BE USED TO INVOICES THE USING AGENCY. THE CONTRACTOR SHOULD FURNISH A COPY OF THE PRICE LIST TO THE OFFICE OF PURCHASING AS WELL WITH THE CLAIMS

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President

TITLE

- D) IF PARTS PURCHASED TO COMPLETE THE REPAIR, PHOTOCOPIES OF THE INVOICES MUST BE FURNISHED WITH THE CLAIM. CONTRACTOR MAY BLACK OUT CREDIT PMT. DETAILS ON INVOICE. COMPLIANCE WITH THE ABOVE IS NECESSARY TO EXPEDITE THE PAYMENT. CLAIMS WITHOUT THE ABOVE WILL BE RETURNED TO CONTRACTOR W/O PAYMENT. UNTIL A COMPLETE CLAIM IS SUBMITTED.
- E) CONTRACTOR WILL SEND ONE FULL TIME MECHANIC UNLESS SPECIFIED BY AND/OR AGREED UPON BY COUNTY REP. PRIOR TO COMMENCEMENT OF WORK.
- F) CONTRACTORS WILL MAINTAIN STOCK OF REGULAR STUPPLY ITEMS (I.E. TAPE, SCREWS, CABLE TILES, ADHESIVE LIQUIDS, ETS) AND INSURE THAT MECHANICS ARRIVE AT THE JOBSITE ADEQUATLY SUPPLIED WITH SUCH.
- G) NORMAL EVERYDAY SUPPLIES, IN ORDER OT PREFORM YOUR JOB, ARE NOT TO BE CHARGED TO THE COUNTY. ANYTHING ABOVE OR BEYOND, AN ESTIMATE SHOULD BE TURNED TO THE COUNTY FOR APPROVAL

LABOR RATES

Please create plan B pricing for Regular and Overtime. Regular times are Monday through Friday 7:30 am to 4:30 pm. Overtime will be any time not included in the regular time and New York State recognized holidays.

full-time mechanics: Regular Times 95.00 Overtime 142.00

full-time mechanic helpers: Regular Times 80.00 Overtime 120.00

PARTS MARKUP

Manufacture List 0 %

Cost Plus 20 %

Shipping will have no mark up

SUBCONTRACTING

SUBCONTRACTING MUST HAVE DOCUMENTED PRIOR APPROVAL FROM THE USING AGENCY AND WILL BE REIMBURSED ONLY WHEN A PAID INVOICE AND APPROVAL DOCUMENT FROM THE USING AGENCY IS SUBMITTED WITH THE CLAIM.

Subcontracting Cost Plus 20 %

RIGGING AND EQUIPMENT

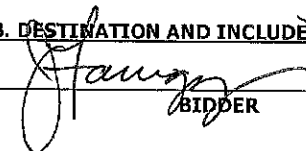
Rigging and Equipment rental must have prior approval from the using agency and will be reimbursed if a paid invoice is submitted with the claim

Rigging Cost Plus 0%

Equipment rental including dumpsters Cost plus 0%

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BESTC-1

QP ID: MR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2018

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

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

PRODUCER James F. Sutton Agency Ltd. 149 E. Main Street P.O. Box 76 East Islip, NY 11730 James D. Sutton	631-581-7978	CONTACT James D. Sutton PHONE (A/C, No, Ext): 631-581-7978 FAX (A/C, No): 631-581-7507 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Merchants Preferred Insurance INSURER B: Merchants Mutual Insurance Co. INSURER C: Westchester Surplus Lines Ins INSURER D: INSURER E: INSURER F:
INSURED Best Climate Control Corp 75 Orville Dr Bohemia, NY 11716		NAIC # 12901 23329

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CMP9156127	04/28/2018	04/28/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Empty Ben \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAPI071084	04/28/2018	04/28/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP9149703	04/28/2018	04/28/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution Liability			G71172089 001	08/22/2018	08/22/2019	Pollution \$ 1,000,000 Aggregate \$ 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

NASSCOP County of Nassau 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 James D. Sutton
---	--



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE
AND SUBSCRIBE

***** 113140240
AMERICAN GLOBAL LLC
390 NORTH BROADWAY
3RD FLOOR
JERICHO NY 11753

POLICYHOLDER BEST CLIMATE CONTROL CORP 75 ORVILLE DRIVE BOHEMIA NY 11716		CERTIFICATE HOLDER COUNTY OF NASSAU 1 WEST STREET MINEOLA NY 11501	
POLICY NUMBER G1104 324-7	CERTIFICATE NUMBER 120078	POLICY PERIOD 05/01/2018 TO 05/01/2019	DATE 10/5/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1104 324-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

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.

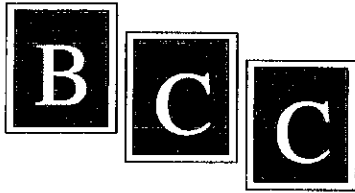
THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

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: 1038358844



BEST CLIMATE CONTROL CORP.

Commercial Air Conditioning & Heating Systems

760 Koehler Ave, Suite 4, Ronkonkoma NY 11779

T 631-218-8022 F 631-218-8023

"Qualification Statement"

BEST Climate Control Corp., a New York State Corporation, was formed in 1992 for the purpose of conducting business as Mechanical Contractor in the Heating, Ventilation, Air Conditioning and Refrigeration Industry.

BEST Climate Control Corp., is a Member of Local 638 Steamfitters Metal Trades, with headquarters in Suffolk County and Field Support Centers in Nassau and Westchester Counties. We are a registered NYC Vendor and listed on Dunne and Bradstreet.

Joseph Farruggia (President) Owner of BEST Climate Control Corporation.

We are qualified to perform all work necessary to complete heating, air conditioning, refrigeration, and controls contracts from approximately \$10,000.00 and over \$15,000,000.00.

BEST Climate Control Corporation's business model is exclusively in the Commercial segment; deeply rooted in the public/ municipal sector. As such, we are adept at meeting the needs of our clients and exceeding their expectations:

- Our Service Personnel are not only highly skilled at their craft, they are also experienced in how commercial properties and public facilities operate and are acutely sensitive to their requirements.
- Our Billing Department is well versed in the Accounting and Record-Keeping requirements of Commercial, public, municipal entities and can customize processes to meet our clients' needs.
- Our Management, Customer Service, and Accounting processes are the product of over 30 years of experience with commercial, public, and municipal clientele.

Additional Qualifications:

From 2005 through 2019, *BEST Climate Control* completed over (88) individual HVAC Contracts ranging from \$5000.00 to 7,500,000.00.

Primarily, we utilize BEST Climate Control personnel, except for major sheet metal, balancing, and duct cleaning which is sub-contracted to industry approved sub-contractors.

Surre, Goldberg & Henry Associates furnishes our Bid, Performance and Payments Bonds. We have a high rating with a present bonding capacity of (4) \$4 Million bonds for single contracts and up to a (10) \$10 Million in aggregate bonds for work in progress. BCC has never been barred or disqualified from any bidding.

We have never failed to satisfactorily complete any work we have been contracted for, nor ever been prematurely removed from a contract due to poor performance or failure to comply.

Our primary banking services are through Peoples United, Bohemia, N.Y. and we possess a line of credit of over \$500,000.00 with this institution.

We carry adequate and complete insurance coverage with capacity to increase as needed. All certificates can be furnished upon request.

Our philosophy on service and repair contracts work has always been to provide high quality work at a rate that is fair to our clients as well as BEST Climate Control, to work within the bounds of the client's requirements, to complete work on time, and to work diligently throughout the term of the contract.

The business experience of our principal management staff is as follows:

Joseph Farruggia, President

Over 40 years HVAC Installation, Service, Supervision, Sales

Richard Oliver, Vice President

Over 25 years Business Management, 6 years HVAC.

Linda Farruggia, Office Manager

Over 7 years HVAC

Doug Adamson, Service Project Manager

Over 30 years HVAC Installation, Service Supervision, Sales

Robert Erickson, Construction Project Manager

Over 30 years HVAC Installation, Service, supervision

Robert DeAngelis, Construction Project Estimator

Over 20 Years HVAC Estimator/Project Manager

William O'Donnell, Field Supervisor
Over 35 Years HVAC Installation, Service, Supervision

Trade References are as follows:

Suppliers:

ABCO Refrigeration
Chris Seitz
33 Central Avenue, Hauppauge, NY
(631) 234-5500

United Refrigeration
Vincent De Filippi
2127 Lakeland Avenue, Ronkonkoma, NY
(631) 285-6665

Ferguson Enterprises
Derrick Southand
224 Route 109, Farmingdale, NY 11735
(631) 293-0700

Sub-Contractors:

Boilermatic Welding Industries, Inc.
Shasho Pole
17 Peconic Avenue, Medford, NY
(631) 654-1341

Cunningham Duct Cleaning Co.
6 Redington Street, Bay Shore, NY
(631) 665-6400

Syntec Water Treatment Services
Mike Gonyon
109 Rogers Road, Wilmington, DE
(800) 829-2837

Professional Engineers:

New Concept Engineering & Designs
Robert Foley, P.E.
(631) 758-1500

Bank:

Peoples United Bank
Josephine Huges
(631) 758-1500

Current Contracts:

Towns and Villages

More than 10 throughout Nassau and Suffolk Counties

Install, repair, service, and maintain HVAC and Heating Systems.

Individually owned and operated commercial facilities

More than 100 throughout Nassau, Suffolk, and Westchester Counties.

Install, repair, service, and maintain HVAC, and Heating Systems.

Individual School Districts

More than 20 throughout Nassau, Suffolk, Westchester, Queens, Brooklyn, Bronx and Manhattan

Install, repair, service, and maintain HVAC, Heating, and Refrigeration Systems.

Stony Brook Hospital

Install, repair, service, and maintain HVAC, Heating, and Refrigeration Systems.

Education Data Services

Consortium Bid for more than 50 participating School Districts to service, repair, and maintain HVAC, Heating, and Refrigeration Systems throughout Nassau/Suffolk/ Westchester Counties.

Farmingdale College

Install, repair, service, and maintain HVAC, and Heating Systems.

Irvington School District

Install, repair, service, and maintain HVAC, Refrigeration and Automatic Temperature Control

Nassau County Department of Public Works

Install, repair, service, and maintain Liebert AC Systems.

Suffolk Community College

Large Tonnage Chiller System Service and Repair.

SUNY Stony Brook University

Install, repair, service, and maintain HVAC and Heating Systems.

Yonkers Public Schools

Repair, service and maintain Chiller, Rooftop and Split Air Conditioning Systems.

Qualifications:

Joseph Farruggia

President of BEST Climate Control Corp.

With Over 40 years of industry experience, Mr. Farruggia is the President of BEST Climate Control Corp. Mr. Farruggia has an extensive mechanical installation and service background and is well respected throughout the industry and by our customers. Mr. Farruggia has a thorough knowledge of plant heating and cooling systems, boiler and burner operation and maintenance and control systems service technology.

His extensive technical training and maintenance service and repair business background is combined with vast in-field experience encompassing knowledge of project evaluation and design, manpower management, code of conformance, estimation, budgeting, scheduling and installation and service of HVAC plants.

Professional Experience:

2011- Present	BEST Climate Control Corp.- Bohemia, New York President
2000 - 2011	Ultimate Power Inc. - West Babylon, New York Vice President, Service & Repair Division
1996 - 2000	Ultimate Power Inc. - West Babylon, New York Service & Repair Division Manager
1986-1996	Ultimate Power Inc.- West Babylon, New York Field Foreman & Senior Technical Representative
1984-1986	Idea Quiet Heat Company Junior Service Technician
1978- 1984	Dyna-Cool a Division of Gifford's Oil Company HVAC Apprentice & Boiler Cleaning Tech

Education / Certification

Member ACCA, NAPE (Past President), ASHRAE, NYSBGA, Honeywell ACI Program, Flame Safeguard Controls, Certified RSES Refrigerant Factory Training, Power Flame, PVI, Ray Burner, Spence Engineering Steam Certification, Refrigeration Service Engineers Society, American Society of Heating Refrigeration and Air Conditioning Engineers Inc., Automatic temperature controls, Toxic Combustible Gas Leak Detection, and Certified in brazing.

Richard Oliver

Vice President; Service Division

Mr. Oliver possesses vast Operations, Business Efficiency, and Customer Service experience, He oversees the day-to-day operations of the Service, Dispatch, Billing, Customer Service, Sales, Safety, and Human Resources functions. OSHA 10 Certified and OMNTEC certified.

Doug Adamson**Service Manager**

Over 30 years in the HVAC business. Mr. Adamson has experience as an apprentice, journeyman, foreman, and Service Manager. His qualifications include complex HVAC installations, troubleshooting and maintenance of heating and cooling systems. He utilizes his extensive background in field service supervision and strong leadership capabilities to manage a vast array of field service and installation projects.

Education / Certification

Journeyman for Local 638 for over 35 years, Mechanical/HVAC Certified ACE Specialist, RSES, AC and Refrigeration Expert, Fireeye Burner Management Control Specialist, HVAC /Boiler-Burner repair specialist, Refrigeration. CFC Certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Robert Erickson**Project Manager**

Over 30 Years in the HVAC industry. Mr. Erickson's experience ranges from apprentice, Journeyman, lead technician, general foreman to Project Manager. He has a strong background in installation and troubleshooting of Boiler and HVAC Systems of all types and sizes. With strong leadership and field supervision capabilities across many different trades, Mr. Erickson oversees the activities of BCC and its sub-contractors.

Education / Certification

Farmingdale University, HVAC and Boiler

Journeyman for 29 years Local 638, Fireeye Burner, Certified Specialist in HVAC and Boiler Installation and Repair Service with Gas Troubleshooting specialty, Manufacturer certifications in Carrier Reciprocating Chiller, Liebert, York, LG, and Mitsubishi. CFC Certified, OSHA 10 Certified, Certified in Brazing, and FDNY Certificate of Fitness.

Robert DeAngelis**Construction Estimating Manager**

Over 20 years in the HVAC industry. Mr DeAngelis is adept at interpreting architectural drawings and specifications set forth by Engineers as well as working closely with customers to fully address their needs. He oversees the bidding process and manages all aspects of specifications, procurement, and bid generation. He remains in contact with Project Managers and customer representatives from project inception to completion to address changes and concerns as quickly as possible.

William O'Donnell**Field Supervisor**

Over 44 years in the HVAC industry. Mr. O'Donnell's experience ranges from journeyman, foreman and general foreman to field supervisor. His qualifications include complex HVAC installation, Boiler work, troubleshooting and maintenance of heating and cooling systems. He has extensive background, strong leadership, and field technical supervision experience across many trades.

Education / Certification

Journeyman Local 638, Fireeye Burner, Certified ACE specialist, Honeywell burner control installation and service. Carrier certificate in Reciprocating Liquid Chiller, Gas Troubleshooting. CFC certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Office Staff:

Best Climate Control Corp. Employs a professional and knowledgeable to uphold the highest standards of quality and professionalism.

Lynn Curran, Dispatcher, Proficient in dispatching technicians ensuring customer satisfaction. Over 8 years experience. Dispatches technicians to service, and preventive maintenance calls. Creates dispatch tickets for all service calls. Issues Purchase Orders. Acts as main line of communication between technicians, clients and office staff. Schedule and coordinate service calls are received by forecasting 2-3 day out.

Jay McPhail, Dispatcher, Proficient in dispatching technicians ensuring customer satisfaction. Ordering replacement parts. Over 30 years experience. Dispatches technicians to service, and preventive maintenance calls. Creates dispatch tickets for all service calls. Issues Purchase Orders. Acts as main line of communication between technicians, clients and office staff. Schedule and coordinate service calls are received by forecasting 2-3 day out.

Karan Polly, Construction department assistant, Over 10 years experience. Combining Financial Management skills, Thorough knowledge of accounts payable, accounts receivable and invoicing. Prepares documents and gathers all necessary paperwork needed for contracts out for bidding. Efficiently post all payments and reports pertaining to construction contracts.

Nino Restivo, Project manager assistant. Over 2 years experience providing administrative and clerical support to the Project Manager. Maintaining electronic and hard copies of drawings and spread sheets. Acting as point of contact for clients. Coordination between professionals and departments.

Robin Hudak, Senior Biller, Over 7 years experience managing financial operations by processing invoices with accuracy. Expert in completing tasks with commitment to exceptional performance, efficiency and accuracy.

Lisa Stolz, Accounts Payable/accounts receivable, Over 25 years experience. Maintains spreadsheets with recent and aged accounts receivable. Prepares weekly aging reports. Commitment to exceptional performance, efficiency and accuracy.

Linda Farruggia, Office Manager, Over 8 years experience providing administrative support to over 40 employees. Utilizes exceptional knowledge of personnel management and clerical coordination. Extensive background in accounts receivable, accounts payable and payroll processing.

Courtney Farruggia, Receptionist. Diligent and reliable telephone and front desk receptionist. Customer service, Data Base and records management. Works with cooperation, flexibility and responsibility.

Field Staff:

BEST Climate Control Corp. employs Local 638 Trained & Certified Journeyman to uphold the highest standards of quality and professionalism.

Tom Slattery, Field Safety Officer, BEST Climate Control Corp. Over 38 years experience OSHA 40 Hour HAZWOPER. Hazardous waste Operations and Emergency Response Training, Site Safety Management Training. Loc out / tag out control of hazardous energy. Scaffold safety training instructor. Respiratory protection certificate. Qualified rigger training. Signal person training (voice and hand signals) Nassau County Fire marshal certificate of fitness. Sprinkler system install and service. Town of Hempstead department of buildings master plumbers License. High pressure steam, high Temperature hot water, chilled water systems. Piping of all metals and plastics. Certified in job site first aid. Confined space certificate.

Thomas Rhodes, Senior Service Technician, BEST Climate Control Corp.
Over 30 years Mechanical / HVAC, Boiler / Burner, and Refrigeration. Certified ACE Specialist. RSE, Fireye Burner Management Control Specialist, Honeywell burner control installation and service specialist. Mitsubishi, Carrier, and Liebert Certified in Brazing, FDNY Certificate of Fitness.

Walter Ryan, Senior Service Technician, Best Climate Control Corp.
Over 25 years Mechanical / HVAC, Certified ACE Specialist, Boiler / Burner Service and Repair. AC and Refrigeration Expert, Mitsubishi, Carrier, and Liebert Certified, York heating and air conditioning. CFC Certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Scott Khare, Senior Service Technician, BEST Climate Control Corp.
Over 25 years Mechanical / HVAC, Boiler / Burner, and Refrigeration. Certified ACE Specialist Boiler / Burner Service, Repair, and Installation RSE, Fireye Burner Management Control Specialist, Honeywell burner control Installation and service specialist. Mitsubishi Cooling and Heating Solutions, VA Star HVACR Mastery. OSHA 10 Certified, Certified in Welding and Brazing, FDNY Certificate of Fitness.

John Middleton, Service and Installation Technician, BEST Climate Control Corp.
Over 15 years HVAC, Refrigeration, Boiler / Burner repair and installation, Extensive experience with commercial HVAC Systems including expertise in ductless system installation and repair. CFC Certified , OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness, Mitsubishi City-Multi Field Service, and numerous manufacturer certifications.

Thomas Schlenk, Service Technician, BEST Climate Control Corp.
Over 20 years diverse HVAC / Boiler / Refrigeration installation and repair, HVAC Management Control Specialist, Centrifugal / Large-Tonnage Specialist. CFC Certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Michael Seeger, Service Technician BEST Climate Control Corp.

Over 10 years HVAC / Boiler, Burner and Refrigeration repair and service. Trained for centrifugal and Large Tonnage chiller repair and maintenance with Carrier and York Specialties. CFC Certified, OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Raymond Toro, Service Technician, BEST Climate Control Corp.

Over 20 years Mechanical / HVAC / Boiler- Burner repair specialist. CFC Certified, OSHA 10 Certified, Certified in Brazing, New York City Certificate of Fitness, Numerous Manufacturer Certifications.

Paul Smith, Service Technician, BEST Climate Control Corp.

Over 5 years HVAC repair and service. Graduate of Bradley Hall HVAC program. EPA and OSHA 10 Certified. CFC Certified.

Matt Catlin, Senior Service Technician, Best Climate Control Corp.

Over 25 years Mechanical / HVAC, Certified ACE Specialist, Boiler / Burner Service and Repair. AC and Refrigeration Expert, Mitsubishi, Carrier, and Liebert Certified, York heating and air conditioning. CFC Certified, OSHA 10 and OSHA 30 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Shawn Melendez, Service and Installation Technician, BEST Climate Control Corp.

Over 15 years HVAC, Refrigeration, Boiler / Burner repair and installation, Extensive experience with commercial HVAC Systems including expertise in ductless system installation and repair. CFC Certified, OSHA 10 and OSHA 30 Certified, Certified in Brazing, FDNY Certificate of Fitness, Mitsubishi City-Multi Field Service, and numerous manufacturer certifications.

Ryan Anderson, Helper Apprentice, 3rd year NYS apprentice training program sponsored by Local 638 steamfitters, BEST Climate Control Corp.

4 years HVAC repair and service. EPA and OSHA 10 Certified.

Bryan Rennhack, Chiller Apprentice, BEST Climate Control Corp.

3 Years HVAC repair and service. EPA and OSHA 10 Certified.

Danny Annese, Over 20 years in the HVAC industry. Mr. Annese's experience ranges from apprentice, Journeyman, lead technician, general foreman to Project Manager. He has a strong background in installation and troubleshooting of Boiler and HVAC Systems of all types and sizes. With strong leadership and field supervision capabilities across many different trades, Mr. Annese's oversees the activities of BCC and its sub-contractors

Joe Bertone, Service Technician, BEST Climate Control Corp.
Over 10 years Mechanical / HVAC, Boiler / Burner, and Refrigeration. Certified Installation Specialist Boiler /Burner Service, Repair, and Installation, Fireye Burner Management Control Specialist, Honeywell burner control Installation and service specialist. OSHA 10 Certified, Certified in Welding and Brazing.

Matt Meehan, Service and Installation Controls Technician, BEST Climate Control Corp.
Over 15 years HVAC, Refrigeration, Boiler / Burner repair and installation, Extensive experience with commercial HVAC Systems including expertise in ductless system installation and repair. CFC Certified , OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness. Mitsubishi City-Multi Field Service, and numerous manufacturer controls certifications.

Bob Murphy, Service and Installation Technician, BEST Climate Control Corp.
Over 30 years HVAC, Refrigeration, Extensive experience with commercial HVAC Systems including expertise in ductless system installation and repair. CFC Certified , OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness.

Kleber Saenz, Service and Installation controls Technician, BEST Climate Control Corp.
Over 17 years HVAC, Refrigeration, Experience controls, Extensive experience with commercial HVAC Systems. CFC Certified , OSHA 10 Certified.

Trevor Singh, Service and Installation Technician, BEST Climate Control Corp.
Over 20 years HVAC, Refrigeration package rooftop heating and cooling systems, repair and installation, Extensive experience with commercial HVAC Systems, controls including expertise in ductless system installation and repair. CFC Certified , OSHA 10 Certified, Certified in Brazing, FDNY Certificate of Fitness, Mitsubishi City-Multi Field Service.

Barry Wood, Service Technician, Building maintenance, BEST Climate Control Corp.
Over 30 years HVAC, Refrigeration, Boiler / Burner repair, Extensive experience with commercial HVAC Systems. CFC Certified , OSHA 10 Certified, Mitsubishi City-Multi Field Service, and numerous manufacturer certifications.

Michael Hemmes, IT Engineer, Over 20 Years of experience in the industry. Advanced Experience with Automated temperature controls logic programing, Installation, front end graphics design MAN BMS server software installation and management. Communications protocols including OPC, LonWorks, BACnet, and Modbus. IT network management and hardware configuration, installation, servers, workstations, IoT devices. Cable Management, wiring and construction, wireless network and wireless automation technology. Certifications include: Loytec LINX, LWEB-900, LVIS, LIOB-AIR certified, Honeywell XL certified, Honeyell Analytics Certified, Compia A+ Certified Technician, and OSHA 10 Certified

Dr. Vanessa M. Noriega Ph.D. Doctor of philosophy in the field of microbiology with over 17 years of experience in the industry. Skills and expertise with Automated temperature controls logic programing, installation, Front end graphics design, Communications protocols including OPC, LonWorks, BACnet, and Modbus. Tissue culture, Leukocyte Isolation, Virus Propagation. Certification in Loytec LINX, LWEB-900, LVIS, LIOB-AIR certified, Indoor Air Quality Practices. OSHA 10 Certified.

Tom Murphy, Service Mechanic, 30 years experience, certified boiler operator High pressure steam and hot water. Service and repair of all types of boilers, gas/oil 2,4,6 oil boilers, automatic burner controls. NYC Fire Department certificate of fitness for torch use flammable gas. Fire guard for torch operations. Welding and cutting. Fire watch. OSHA 10

William Maldonado, Service Technician, BEST Climate Control Corp. Over 17 years Mechanical / HVAC, Boiler / Burner, and Refrigeration. Certified Installation Specialist Boiler /Burner Service, Repair, and Installation, Fireeye Burner Management Control Specialist, Honeywell burner control Installation and service specialist. OSHA 10 Certified, Certified in Welding and Brazing. Cerfied confined space. Certified in OSHA Respiratory. guide line 29 CFR 1910-34 (C) (1) loc out/tag out. NYS department certificate of asposos specialty trainer restricted handler.

**SUMMIT MECHANICAL SERVICES CORP.
AND BEST CLIMATE CONTROL CORP.
(S CORPORATIONS)**

**CONSOLIDATED FINANCIAL
STATEMENTS**

DECEMBER 31, 2017

**SUMMIT MECHANICAL SERVICES CORP.
AND BEST CLIMATE CONTROL CORP.
(S CORPORATIONS)
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2017**

ASSETS

CURRENT ASSETS:

Cash	\$ 278,396
Contract receivables	869,370
Prepaid income taxes	2,189
Prepaid expenses and other current assets	<u>64,367</u>

Total Current Assets	<u>1,214,322</u>
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PROPERTY AND EQUIPMENT	<u>206,177</u>
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OTHER ASSETS:

Intangible asset, net of accumulated amortization of \$21,250	3,750
Goodwill, net of accumulated amortization of \$47,884	86,252
Security deposit	<u>4,031</u>
	<u>94,033</u>

	<u>\$ 1,514,532</u>
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See independent accountants' review report and notes to consolidated financial statements.

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

Current maturities of long-term debt	\$ 32,996
Accounts payable	592,638
Accrued stockholder distributions	7,614
Accrued expenses and other current liabilities	<u>140,041</u>

Total Current Liabilities 773,289

LONG-TERM LIABILITIES:

Long-term debt, less current maturities	18,456
Advances from stockholder	<u>148,310</u>

Total Long-Term Liabilities 166,766

STOCKHOLDERS' EQUITY 574,477

\$ 1,514,532

**SUMMIT MECHANICAL SERVICES CORP.
AND BEST CLIMATE CONTROL CORP.
(S CORPORATIONS)
CONSOLIDATED STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2017**

CONTRACT REVENUES EARNED	\$ 7,313,562
CONTRACT COSTS	<u>6,105,698</u>
GROSS PROFIT ON CONSTRUCTION	1,207,864
GENERAL AND ADMINISTRATIVE EXPENSES	<u>998,276</u>
INCOME FROM OPERATIONS	<u>209,588</u>
OTHER INCOME (EXPENSE):	
Interest income	183
Interest expense	(315)
Miscellaneous income	<u>691</u>
Total Other Income	<u>559</u>
INCOME BEFORE PROVISION FOR INCOME TAXES	210,147
PROVISION FOR INCOME TAXES	<u>3,517</u>
NET INCOME	<u>\$ 206,630</u>

See independent accountants' review report and notes to consolidated financial statements.

SUMMIT MECHANICAL SERVICES CORP.
AND BEST CLIMATE CONTROL CORP.
(S CORPORATIONS)
SUPPLEMENTARY INFORMATION
CONSOLIDATING STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2017

	Summit Mechanical Services Corp.	Best Climate Control Corp.	Eliminations	Consolidated
CONTRACT REVENUES EARNED	\$ -0-	\$ 7,313,562	\$ -0-	\$ 7,313,562
CONTRACT COSTS	<u>-0-</u>	<u>6,105,698</u>	<u>-0-</u>	<u>6,105,698</u>
GROSS PROFIT ON CONSTRUCTION	-0-	1,207,864	-0-	1,207,864
GENERAL AND ADMINIS- TRATIVE EXPENSES	<u>-0-</u>	<u>998,276</u>	<u>-0-</u>	<u>998,276</u>
INCOME FROM OPERATIONS	<u>-0-</u>	<u>209,588</u>	<u>-0-</u>	<u>209,588</u>
OTHER INCOME (EXPENSE):				
Interest income	-0-	183	-0-	183
Interest expense	-0-	(315)	-0-	(315)
Income from subsidiary	210,147	-0-	(210,147)	-0-
Miscellaneous income	<u>-0-</u>	<u>691</u>	<u>-0-</u>	<u>691</u>
Total Other Income	<u>210,147</u>	<u>559</u>	<u>(210,147)</u>	<u>559</u>
INCOME BEFORE PROVISION FOR INCOME TAXES	210,147	210,147	(210,147)	210,147
PROVISION FOR INCOME TAXES	<u>3,517</u>	<u>-0-</u>	<u>-0-</u>	<u>3,517</u>
NET INCOME	<u>\$ 206,630</u>	<u>\$ 210,147</u>	<u>\$ (210,147)</u>	<u>\$ 206,630</u>

See independent accountants' review report on supplementary information.

**BEST CLIMATE CONTROL CORP.
(AN S CORPORATION)
SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRACT COSTS
FOR THE YEAR ENDED DECEMBER 31, 2017**

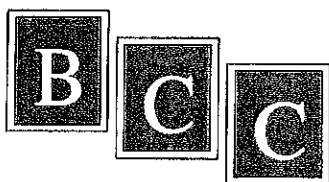
AUTO AND TRUCK EXPENSE	\$ 112,968
BONDING	447
DEPRECIATION	89,530
DIRECT LABOR	1,891,901
EQUIPMENT RENTAL	185,013
INSURANCE	244,485
MATERIALS	2,154,493
OTHER JOB COSTS	7,160
PAYROLL TAXES	150,597
SUBCONTRACTORS	650,090
UNION BENEFITS	<u>619,014</u>
	<u>\$ 6,105,698</u>

See independent accountants' review report on supplementary information.

**BEST CLIMATE CONTROL CORP.
(AN S CORPORATION)
SUPPLEMENTARY INFORMATION
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2017**

ADVERTISING	\$ 24,160
AMORTIZATION	20,000
BAD DEBT RECOVERY	(5,000)
CONTRIBUTIONS	6,094
DEPRECIATION	4,082
DUES AND SUBSCRIPTIONS	2,707
EMPLOYEE FRINGE BENEFITS	60,274
MEALS AND ENTERTAINMENT	14,377
OFFICE EXPENSE	60,942
OFFICE SALARIES	372,947
OFFICER'S SALARY	219,097
PAYROLL TAXES	44,114
PENSION EXPENSE	12,392
POSTAGE AND DELIVERY	2,054
PROFESSIONAL FEES	43,274
RENT	65,008
REPAIRS AND MAINTENANCE	2,654
TELEPHONE	25,488
TRAVEL	12,528
UTILITIES	<u>11,084</u>
	 <u>\$ 998,276</u>

See independent accountants' review report on supplementary information.



BEST CLIMATE CONTROL CORP.

Commercial Air Conditioning & Heating Systems

760 Koehler Ave, Suite 4, Ronkonkoma NY 11779

T 631-218-8022 F 631-218-8023

CFC Certifications

**Mainstream Engineering
Corporation**
Technician Certification



HVAC Technician Certification
EPA Clean Air Section 608
Program Certification Date: Jan. 26, 1994

DOUGLAS G ADAMSON
121A1968010808100M

Issued by Mainstream Engineering, Inc. Type: Universal
Required by ACR Part 32, Subpart F



**Mainstream Engineering
Corporation**
Technician Certification



HFC-410A Handling, Use and
Recovery Certification

DOUGLAS G ADAMSON
82D4DF10F7A991C80

has been certified for HFC-410A
systems and equipment



Mainstream Engineering Corporation

Technician Certification



HVAC Technician Certification
EPA Clean Air Section 608

Program Certification Date: Jan. 26, 1994

MATTHEW E CATLIN

P59E9F53E933CB500

has been certified as Technician Type **Universal**
as Required by 40CFR Part 82, Subpart F





United Association

EPA Section 608
Technician Certification
[EPA-Approved 9-30-93]



MATTHEW J. MEEHAN

ID#: 1531532309 LU#: 638

Has been certified as required
by 40 CFR, Part 82, Subpart F

Type I: 04/01/2009

Type II: 04/01/2009

Type III: 04/01/2009

Universal: 04/01/2009



United Association

EPA Section 608
Technician Certification
[EPA-Approved 9-30-93]



MATTHEW J. MEEHAN

ID#: 1531532309 LU#: 638

*Has been certified as required
by 40 CFR, Part 82, Subpart F*

Type I: 04/01/2009

Type II: 04/01/2009

Type III: 04/01/2009

Universal: 04/01/2009





United Association

EPA Section 608
Technician Certification
[EPA-Approved 9-30-93]



SHAWN J. MELENDEZ

ID#: 1270753398 LU#: 638

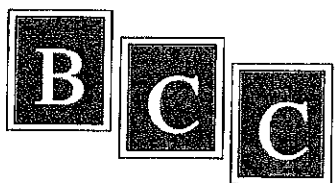
*Has been certified as required
by 40 CFR, Part 82, Subpart F*

Type I: 06/30/2009

Type II: 04/14/2009

Type III: 06/30/2009

Universal: 06/30/2009



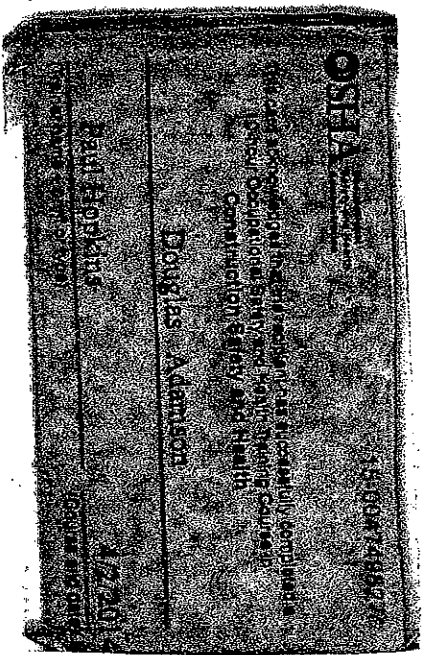
BEST CLIMATE CONTROL CORP.

Commercial Air Conditioning & Heating Systems

760 Koehler Ave, Suite 4, Ronkonkoma NY 11779

T 631-218-8022 F 631-218-8023

OSHA CARDS





15-004749827

This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Douglas Adamson

Paul Hopkins

(Trainer name - print or type)

4/2/2014

(Course and date)

AdvanceOnline Solutions Online Institute

Certificate of Completion**RYAN ANDERSON**

has met the online course completion requirements for

OSHA 10-Hour Construction Safety

This student has completed the formal instruction for the 10-Hour Construction Outreach Program. Topics covered in this program were Introduction to OSHA, Struck and Caught Hazards, Electrical Safety, Excavation Safety, Fall Protection, Crane Safety, Ladder Safety, Materials Handling, Permit-Required Confined Spaces, Personal Protective Equipment, and Scaffold Safety.

Certificate ID: 5450_253850
Instructor: Rick Gleason
Continuing Education Units: 1.0

Date: 6/2/2014 4:37:40 PM
Time Online: 10:54:47

*AdvanceOnline Solutions Inc. has been approved as an
Authorized Provider by the International Association for
Continuing Education and Training (IACET), 1760 Old Meadow
Road, Suite 500, McLean, VA 22102; (703) 506-3273.*

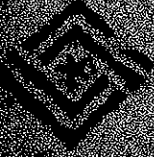
AdvanceOnline Solutions, Inc.
2400 Augusta Drive, Suite 465
Houston, Texas 77057
www.advanceonline.com
Phone: (713) 621-1100



AdvanceOnline
SOLUTIONS

OSHA

001990524



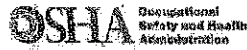
U.S. Department of Labor
Occupational Safety and Health Administration

Joseph A. Bertone
has successfully completed a 10-hour Occupational Safety and Health
Training Course in

Construction Safety & Health

Michael J. Conner
(Trainer)

06/10/08
(Date)



15-004749834

This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Matthew Catlin

Paul Hopkins

(Trainer name - print or type)

4/2/2014

(Course end date)

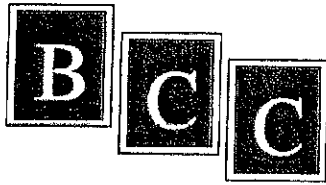
OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

TRAINING CENTER
LOCAL UNION 338

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to five years, or both.

For OSHA Outreach Training Program info, training, or www.osha.gov

OSHA 3072-10



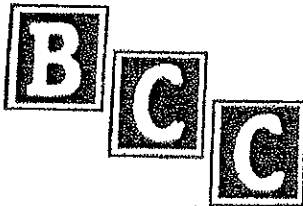
BEST CLIMATE CONTROL CORP.

Commercial Air Conditioning & Heating Systems

760 Koehler Ave, Suite 4, Ronkonkoma NY 11779

T 631-218-8022 F 631-218-8023

SBSP 107-1 BRAZING CERTIFICATES



BEST CLIMATE CONTROL CORP.
AIR CONDITIONING SYSTEMS

75 ORVILLE DRIVE, BOHEMIA, NY 11716

TEL (631) 218-8022
FAX (631) 218-8023

SKYTESTING

Services, Inc.
194 Morris Ave. Holtsville, NY
(631) 750-0915

This is to certify that Frank Caputo has successfully
qualified to the requirements of ASME Sect IX and NFPA
using SBSP 107-1 (Brazing)

Brazer ID 4165 SkyTesting AK Cooney

SKYTESTING

Services, Inc.
100G Knickerbocker Ave. Bohemia, NY
(631) 750-0915

This is to certify that Robert Neugebauer has
successfully qualified to the requirements of ASME
Sect IX using SBSP 107-1 (Brazing)

Brazer ID 2343 SkyTesting AK Cooney

SKYTESTING

Services, Inc.
100G Knickerbocker Ave. Bohemia, NY
(631) 750-0915

This is to certify that Robert Farniglia has successfully
qualified to the requirements of ASME Sect IX using
SBSP 107-1 (Brazing)

Brazer ID 2621 SkyTesting AK Cooney

SKYTESTING

Services, Inc.
194 Morris Ave. Holtsville, NY
(631) 750-0915

This is to certify that Michael Sweeney has successfully
qualified to the requirements of ASME Sect IX and NFPA
using SBSP 107-1 (Brazing)

Brazer ID 2431 SkyTesting AK Cooney

SKYTESTING

Services, Inc.
100G Knickerbocker Ave. Bohemia, NY
(631) 750-0915

This is to certify that David Glover has successfully
qualified to the requirements of ASME Sect IX using
SBSP 107-1 (Brazing)

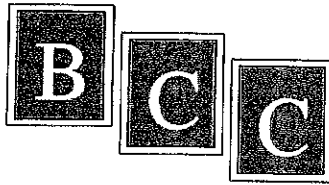
Brazer ID 5555 SkyTesting AK Cooney

SKYTESTING

Services, Inc.
100G Knickerbocker Ave. Bohemia, NY
(631) 750-0915

This is to certify that Robert Farniglia has successfully
qualified to the requirements of ASME Sect IX using
SBSP 107-1 (Brazing)

Brazer ID 4795 SkyTesting AK Cooney



BEST CLIMATE CONTROL CORP.

Commercial Air Conditioning & Heating Systems

760 Koehler Ave, Suite 4, Ronkonkoma NY 11779
T 631-218-8022 F 631-218-8023

Certificates List:

1. Centrifugal Chiller Fundamentals
2. Construction fall protection
3. Respiratory Protection
4. Confined Space Entry
5. OSHA Lockout Tagout
6. Variable frequency drive start up and commissioning training
7. Troubleshooting Hydronics
8. Steam Systems
9. SOE 1 Large Environmental Systems
10. Refrigeration Certificate
11. Reciprocating Liquid Chiller Course
12. Gas Troubleshooting
13. E7 Installation and Start Up
14. Boiler Systems operation and maintenance
15. Compressor Service
16. Advanced Controls
17. Air Flow
18. Tekmar Controls
19. Pneumatic Controls Service

20. Electronic Controls
21. HFC-4 410A Handling
22. Gas Trouble Shooting
23. HVAC Advanced Field Service
24. Toxic and Combustible Gas Leak Detection
25. Automatic Temperature Controls
26. Energy Management Systems and Controls
27. P-K Thermific Boiler Service/Start Up
28. Honeywell Analytics Commercial Product Line.
29. LOYTEC Training
30. Niagara 4 Technical Certification
31. FDNY Certificate of Fitness
32. Master Plumbers License
33. Signal Person Training
34. Respiratory Protection Certificate
35. Safety Certificates Lockout/Tagout
36. Hazardous Waste Operations and Emergency Response Training.

Certificate Of Completion

This certificate certifies that

William D'Donnell

Has successfully completed

*Variable Frequency Drive Start Up and
Commissioning training and is hereby authorized by
Staneywell to provide this field service.*

Authorized by:

Vince Kelly April 7, 2014



Wallace Eannace Associates

Training and Education

This is to certify that

WILLIAM O'DONNELL

has participated in and successfully completed
the

"Troubleshooting Hydronics" Seminar

— A problem-solving approach to hot water systems —
Dated 9/21/89 at Plainview, N.Y.

For the above

Wallace Eannace Associates

Training and Education

This is to certify that


WILLIAM O'DONNELL

has participated in and successfully completed
the

"Steam Without Tears" Seminar

—A problem-solving approach to steam systems—
Dated 9/20/89 at Plainview, N.Y.

Wallace Eannace

 Liebert North America

Keeping Business In Business

This certifies that

Billy O'Donnell

has successfully completed

SOE1 Large Environmental Systems

and is hereby awarded this certificate of achievement.


Training Instructor

January 23, 1996
Date

7
Cells

PRIDE		Operator Familiarization	
EQUIPMENT CORP.		Card # 10817	
William O'Donnell		Instructor:	Jim Noto
Attended Familiarization On:		September 14, 2009	
<u>Familiarized with the following type of equipment:</u>			
JLG	1250AJP	Boomlift	
<u>Instructed on the following items:</u>			
Locations of operator's manuals in weather resistant compartment			
Purpose and function of all controls			
Safety devices and operating characteristics specific to the Aerial Platform			
Familiarization is not a substitute for operator training			

EDUCATIONAL FOUNDATION

of the

Refrigeration Service Technicians Society

THIS CERTIFIES THAT

WILLIAM H O'DONNELL

HAS SUCCESSFULLY PASSED THE CERTIFICATION EXAMINATION IN

PROPER REFRIGERANT USAGE

AWARDED

SEPTEMBER 1991

099100259

Manager, Education, Training and Testing

This certificate is awarded with an understanding the recipient agrees to be re-certified.

Refrigeration Service Engineers Society

A NON-PROFIT EDUCATIONAL ASSOCIATION
DEDICATED TO THE
ADVANCEMENT OF REFRIGERATION AND AIR CONDITIONING
INSTALLATION AND SERVICE ENGINEERS



Certifies that

WILLIAM M O'DONNELL

has participated in and satisfactorily completed

1. 2 CONTINUING EDUCATION UNITS

NEW LUBRICANTS AND NEW REFRIGERANTS

SATURDAY, MARCH 25 & SUNDAY, MARCH 26, 1995

BOSTON MARRIOTT HOTEL NEWTON - NEWTON, MASSACHUSETTS

Howard S. Panger

Moderator

Devin Blonke

International President

CARRIER CORPORATION

awards this

Certificate of Achievement

to

William O'Donnell

for completing all the requirements of the

RECIPROCATING LIQUID CHILLER COURSE

November 18, 1988

Frederick M. Fickel
INSTRUCTOR



Robert J. White
INSTRUCTOR

Certificate of Completion

Ryan Andersen

has successfully completed

Construction Confined Space Entry

OSHA 1926 Subpart AA Training

Tested On: 4/25/18

HRS/CEU/CME: 2.0/0.2/2.0

certificate number

ODA13090-48C8-11E8-861D-9457A56B2AFC

Trained & Tested at:

www.ComplianceTrainingOnline.com



a division of **KRIST** INCORPORATED

ETD



awards this

Certificate of Achievement

to

WALTER RYAN

for completing all the requirements of the

GAS TROUBLESHOOTING

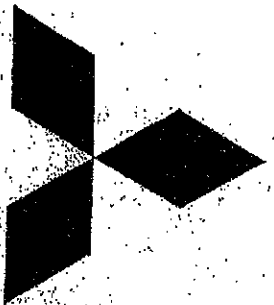
TRAINING SEMINAR

BOB SEGARRA

INSTRUCTOR

2/15/96

DATE



Mitsubishi Electric & Electronics USA, Inc. HVAC Advanced Products Division

presents this certificate to

Walter Ryan

of

Best Climate Control, Inc.

for successfully completing the Mr. Slim Field Service Course (01/13/10)-015 FieldABCO

Mitsubishi Electric HVAC Advanced Products Division is authorized by IACET to offer 0.4 CEUs for this program.

Training conducted 1/13/2010 to 1/14/2010

Ken Brown

Ken Brown
Senior Training Manager
HVAC Division

Tony H. Hayes

Tony Hayes
National Service Manager
HVAC Division



CARRIER CORPORATION

awards this

Certificate of Achievement

to

Walter Ryan

for completing all the requirements of the

RECIPROCATING LIQUID CHILLER COURSE

November 18, 1988

Frederick W. Frank
INSTRUCTOR



Robert A. White
INSTRUCTOR

This is to certify that
WALTER RYAN

Has Successfully Completed the



YORKSTAR

Training

R410A APPLICATION AND INSTALLATION

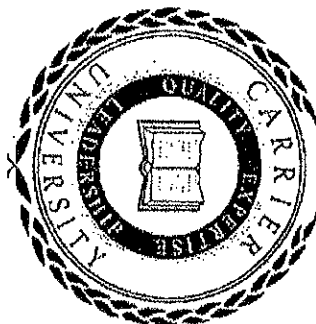
MAY 25, 2006

Steve Friedrich

Instructor



Heating and Air Conditioning



Carrier University

awards this

Certificate of Achievement

to

Michael Seeger

for successful completion of the

Centrifugal Compressor Fundamentals

06/18/2013 - 06/21/2013

Date



Carrier University has been accredited as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 1760 Old Meadow Road, Suite 500, McLean, VA 22102; (703) 506-3275

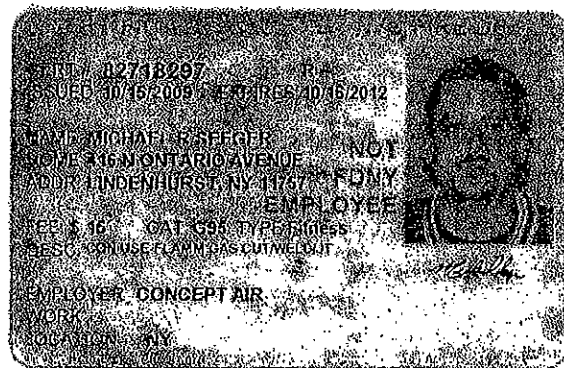
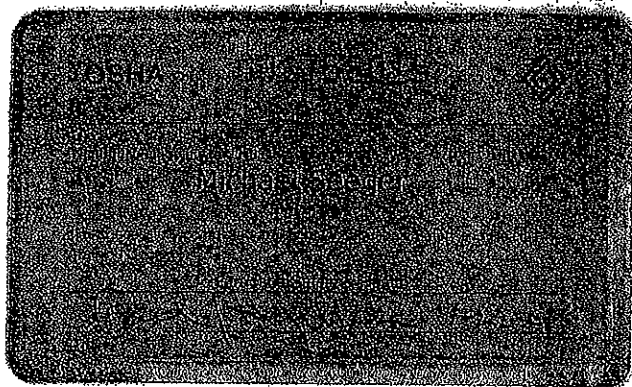
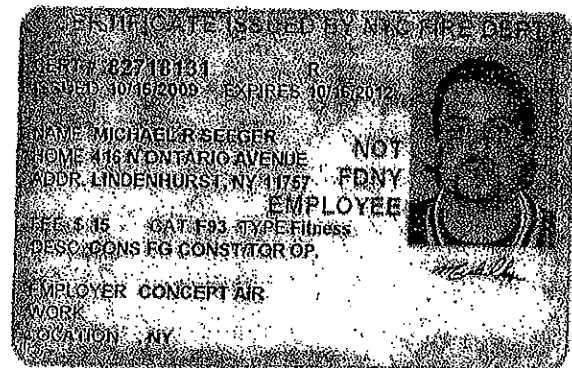
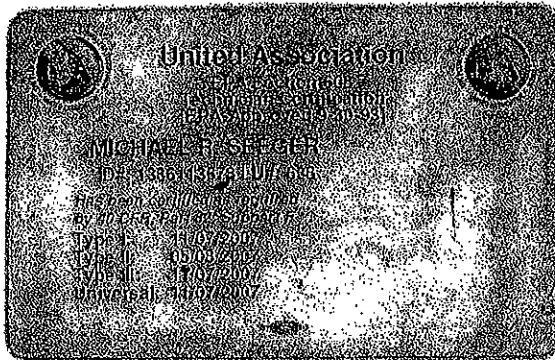
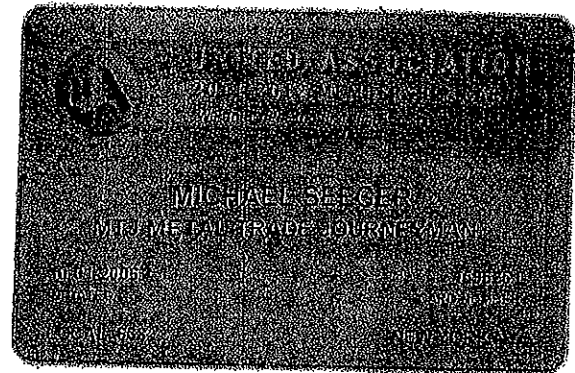
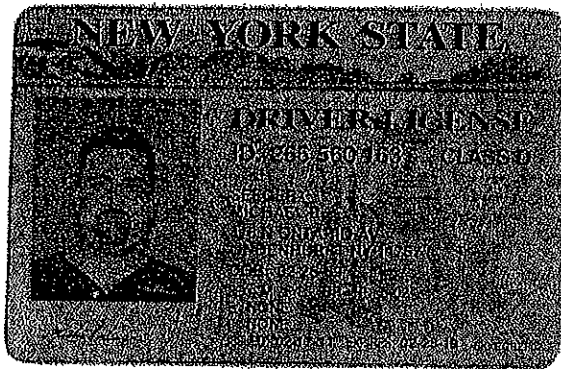
Carrier University is authorized by IACET to offer 2.8 CEUs for this program equivalent to 28 PDHs

NATE 28.0 CEH hours in ACSV, RCSV



TRAINING
PROVIDER

Brian J. Lynch
Brian J. Lynch
Manager, Carrier University



Certificate Of Completion

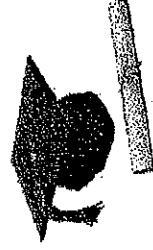
This certificate certifies that

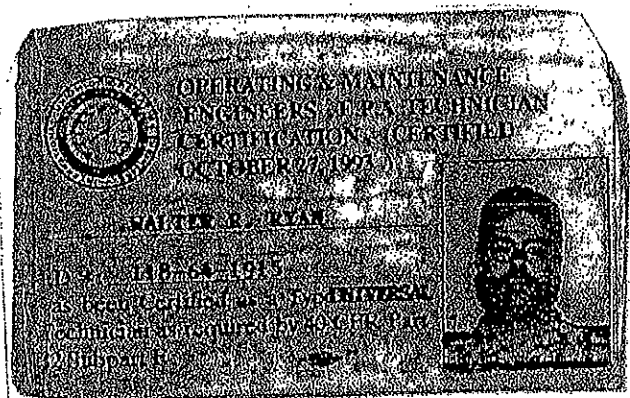
Michael Seeger

*Has successfully completed
Variable Frequency Drive Start Up and
Commissioning training and is hereby authorized by
Honeywell to provide this field service.*

Authorized by:

Vince Kelly April 7, 2014





Certificate Of Completion

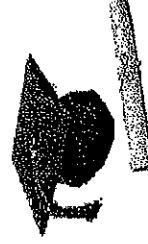
This certificate certifies that

Raymond Toro

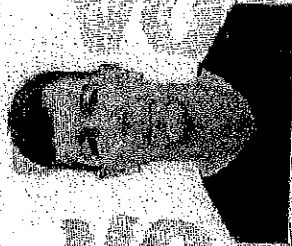
*Has successfully completed
Variable Frequency Drive Start Up and
Commissioning training and is hereby authorized by
Honeywell to provide this field service.*

Authorized by:

Vince Kelly April 7, 2014



License No. HP-148061



Boiler Operator's License

This is to certify that

Thomas Murphy

of the State of New Jersey, and having been found qualified to be entrusted with the duties of Boiler Operator is hereby granted License for that purpose as endorsed hereon unless revoked for cause.

Given under the signatures of the proper officers and the seal on this 26th day of July 2008

Examining Board

William H. Harkington
Michael P. Arranger

Printed Date

02/14/2019

Expiration Date

07/31/2021

This license shall be framed and properly posted in the Chief Engineer's or Plant Office, or other suitable secure location in the boiler plant where it can be viewed.

State of New Jersey

Department of Labor and Workforce Development
Labor Standards and Safety Division
Mechanical Inspection Bureau of Boiler and Pressure Vessel Compliance



IDENTIFICATION CARD

State of New Jersey
Department of Labor and Workforce Development
Mechanical Inspection Bureau of Boiler and Pressure Vessel Compliance
PO Box 392, Trenton, N.J. 08646-0392
LICENSE NO. HP-148061

YEARS HELD: 11 CLASS GRADE: BO-HP

ORIGINAL ISSUE DATE: 07/26/2005

EXPIRATION DATE: 07/31/2021

The licensee identified hereon holds the above classification and grade.
License Certificate shall be posted where employed.

ADDRESS: 40 Giant Drive, Aquabogus, NY 11831

NAME: Thomas Murphy

SIGNATURE: *Thomas Murphy*

This ID card shall be carried by the person listed above at all times while on duty.

Signature of Licensee

Authorized By

Michael Angelo

Commissioner



TECHNICAL

**TOWN OF HEMPSTEAD
DEPARTMENT OF
BUILDINGS**

JOHN E. ROTTKAMP
COMMISSIONER

JOHN G. NOVELLO
DEPUTY COMMISSIONER

DANIEL V. CASELLA
DEPUTY COMMISSIONER

One Washington Street, Hempstead, NY 11550
Office: 516.489.5000 Fax: 516.483.1573

Master Plumber's License

Renewal No. R176

Date of Issue 2/27/2018

License No. 2702

Account No. 3316

SLATTERY, THOMAS
BOILERMATIC PLUMBING LLC
17 PECONIC AVENUE
MEDFORD, NY 11763

Renewal License Expiration Date 12/31/2020

Fee Paid \$135.00

Having given satisfactory evidence of competency, is hereby licensed as a Master Plumber in accordance with the Plumbing Code of the Town of Hempstead subject to the said provisions of said Plumbing Code and Laws and Ordinances applicable thereto.

John E. Rottkamp
Commissioner of Buildings

Jack A. Novello
Chairman Plumber's Examining Board



36-06 43rd Avenue
Long Island City, NY 11101
718.389.2103 - Fax: 718.389.6155
www.tsctrainingacademy.com



Signal Person Training (Voice/Hand Signals)

Name: Thomas G. Slattery

Class Date: 06/03/2014



Director: Tom Ferrante

Card No. SP14-0006



36-06 43rd Avenue
Long Island City, NY 11101
718.389.2103 - Fax: 718.389.6155
www.tsctrainingacademy.com



Qualified Rigger Training

Name: Thomas G. Slattery

Class Date: 06/05/2014



Director: Tom Ferrante

Card No. QR14-0003

SAFETY & ENVIRONMENTAL SOLUTIONS, INC.
Respiratory Protection Certificate

631-586-1745 FAX: 631-586-0163 WWW.SESLLC.COM

NAME: Tom Slattery

SS#: XXX-XX-4149

COMPANY: Bollinger & Waring Industries

REQUIRED FOR: Excavation

RESPIRATOR APPROVALS: MERTYPE SIZE: 3M7502 Half Face/Medium/100

MEDICAL CLEARANCE: WITH OR WITHOUT LENSES (CIRCLE ONE) N/A

DATE: 5/14/14

ANNUAL TRAINING/FIT TESTING:

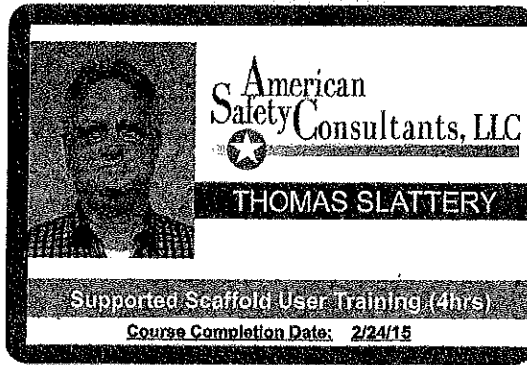
DATE: 5/14/14

12 MONTHS REFIT:

DATE: 5/14/15

QUALIFIED TRAINER/FIT TESTER:

COMPANY NAME:
SES, Inc.



THOMAS SLATTERY

Supported Scaffold User Training (4hrs)

Course Completion Date: 2/24/15

Compliance Training Online™

a division of **KRIST INC.**

hereby certifies that

Thomas Slattery

has successfully completed

Lockout/Tagout - Control of Hazardous Energy

OSHA 29 CFR 1910.147 Training

Valid Thru: 3/2/17

NYC

Building CONSTRUCTION SUPERINTENDENT

Name: Thomas G. Slattery

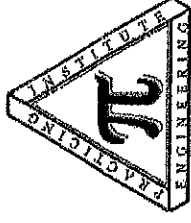
Registration No: 23481

Issue Date: 01/18/2018

Exp. Date: 12/29/2020

For Charles
Commissioner of Buildings





The Practicing Institute of Engineering (PIE)

CERTIFICATE OF COURSE COMPLETION

This certifies that Thomas G Slattery has successfully completed the

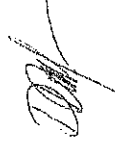
8-HOUR SITE SAFETY MANAGER TRAINING



Certificate Number: NYCDOB17-727

Course Completion Date: 11/20/2017

Training Provider:

Authorized Signature: 



Environmental & Safety Training

1115 Broadway, 11th Fl, Suite 1157 | New York, NY 10010 | T: 212.290.6323 | F: 212.290.6325
www.CEScenter.com

BLANKET PURCHASE ORDER

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TO CONTRACTOR:

113140240

BEST CLIMATE CONTROL CORP

760 KOEHLER AVE SUITE 4

RONKONKOMA

NY 11779-

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS

CONCERNING THIS ORDER TO:

CIMINERA, DEIRDRE 1-5820

(516) 571-5820

ITB ID	F.O.B. POINT	EXPIRATION DATE	EFFECTIVE DATE	DISCOUNT	TERMS
	DESTINATION	05/13/2021	05/14/19	0%	NET

TERMS:

TITLE: HVAC CONTROL REPAIR

AUTHORITY: AWARDED UNDER S/B # 91036-04259-068 AFTER PUBLISHED NOTICE

BUYER: DEIRDRE CIMINERA

REPLACES BPNC14000044

DEMAND SERVICES AND MAINTENACE (T&M PER CALL BASIS) FOR: HEATING AND VENTILATING CONTROLS, DDC (DIRECT DIGITAL CONTROL), ELECTRONIC, PNEUMATIC & MECHANICAL EQUIPMENT SYSTEMS AND ALL COMPONENTS OF VARIOUS MAKES AND MODELS LOCATED IN VARIOUS COUNTY FACILITIES AND LOCATIONS AND TO BE I/A/W ALL GENERAL CONDITIONS, SPECS, AND TERMS HEREIN: CONTROLS &/OR SYSTEMS: THE CO. MAINTAINS NUMEROUS HVAC & PNEUMATIC CONTROL SYSTEMS INCLUDING BUT NOT LIMITED TO THE FOLLOWING MFGS: HONEYWELL, JOHNSON CONTROLS, STAEFA, LANDIS-GYR, CONTORL-PAK, & BARBER COLEMAN.

QUALIFICATIONS:

ALL BIDDERS SHALL BE CAPABLE OF PERFORMING ALL TASKS ON ALL ASPECTS OF THE CONTRACT.

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.
ALL BIDDERS MAY SUBCONTRACT TO COMPANIES SUCH AS BUT NOT LIMITED TO:
HONEYWELL, JOHNSON CONTROLS, STAESFA, LANDIS-GYR, CONTROL-PAK & BARBER
COLEMAN. ALL SUBCONTRACTING MUST HAVE PRIOR APPROVAL FROM THE COUNTY
USING AGENCY.

.
BIDDERS SHALL MAINTAIN A MINIMUM OF SIX (6) FULL-TIME MECHANICS, THREE
(3) OF WHOM SHALL BE JOURNEYMEN OR HAVE A MINIMUM OF FIVE (5) YEARS
EXPERIENCE IN SERVICING HVAC SYSTEMS AND DDC (DIRECT DIGITAL CONTROL)
AND PNEUMATIC AUTOMATIC TEMPERATURE CONTROL SYSTEMS. ALL FULL-TIME
MECHANICS MUST BE CERTIFIED IN COMPLIANCE TO EPA REGULATIONS (40 CFR
PART 82, SUBPART F) UNDER SECTION 608 OF THE CLEAN AIR ACT REQUIRES
THAT TECHNICIANS WHO MAINTAIN, SERVICE, REPAIR OR DISPOSE OF
EQUIPMENT THAT COULD RELEASE OZONE DEPLETING REFRIGERANTS INTO THE
ATMOSPHERE MUST BE CERTIFIED. UPON REQUEST, BIDDERS WILL BE REQUIRED
TO SUBMIT THE NAMES AND RESUMES OF ALL CURRENT FULL-TIME EMPLOYEES.
BIDDERS SHALL MAINTAIN A MINIMUM OF TWO (2) FULL-TIME MECHANIC HELPERS
BIDDERS SHALL MAINTAIN A PRIMARY PLACE OF BUSINESS FULL STAFFED DURING
NORMAL BUSINESS HOURS. HOME ADDRESS AND P.O. BOXES ARE UNACCEPTABLE.
BIDDERS SHALL MAINTAIN A MINIMUM PARTS INVENTORY OF \$25,000 FOR
EQUIPMENT WHICH MAY BE DISBURSED BETWEEN THE PRIMARY PLACE OF BUSINESS
AND SERVICE VEHICLES.

.
CONTRACTOR WILL MAINTAIN STOCK OF REGULAR SUPPLY ITEMS COMMONLY USED
IN THEIR TRADE I.E. TAPE, SCREWS, CABLE TIES, ADHESIVE LIQUIDS, ETC.
AND ENSURE THAT MECHANICS ARRIVE AT THE JOBSITE ADEQUATELY SUPPLIED
WITH SUCH. DEPARTURES FROM JOBSITES TO OBTAIN SUCH ITEMS SHALL NOT BE
CHARGED AS TIME WORKED TO THE COUNTY. DEPARTURES FROM JOBSITES FOR OEM
PARTS WILL BE WITH PRIOR APPROVAL OF THE DESIGNATED AGENCY
REPRESENTATIVE AND SHALL BE OBTAINED FROM A SUPPLIER AS LOCAL TO THE
JOBSITE AS REASONABLY POSSIBLE. ON ALL JOBS PERFORMED BY THE VENDOR AT
THE VENDOR'S EXPENSE.

.
THE CONTRACTOR MUST HAVE A MINIMUM OF TWO (2) WORK VEHICLES STOCKED
WITH CONTROL EQUIPMENT. THE COUNTY RESERVES THE RIGHT TO INSPECT THE
VEHICLES.

SPECIALTIES: CONTRACTOR SHALL MAINTAIN APPROPRIATE SERVICE TOOLS
INCLUDING BUT NOT LIMITED TO THE LAPTOP COMPUTER, PORTABLE OPERATOR
TERMINALS & ALL NECESSARY DIAGNOSTIC TOOLS. CONTRACTORS SHALL
DEMONSTRATE EITHER OWNERSHIP OR ACCESS THROUGH SUBCONTRACTING TO
LICENSED COPIES OR VENDOR SPECIFIC SOFTWARE INCLUDING BUT NOT
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LIMITED TO THE FOLLOWING: HONYWELL EXCEL 5000 BLDG. SUPERVISORS, JOHNSON M-TOOL, V1. STAEFA M51800 V1.3, CONTROL PAK MANAGER ENGINEERING WORKSTATION V3.01, CONTRACTOR SHALL DEMONSTRATE UPON REQUEST, THE ABILITY TO PROVIDE REMOTE MONITORING SERVICES OF ALL EXISTING COUNTY DDC INSTALLATIONS. THIS CONTRACT ALLOWS NEW INSTALLATIONS OF CONTROLS AND MONITORING SYSTEMS IN EXISTING AND NEW COUNTY OWNED FACILITIES WHERE SUCH EQUIPMENT IS DEEMED NECESSARY TO OPERATE AND MONITOR HVAC EQUIPMENT. ALL JOBS ARE FOR ONE (1) FULL-TIME MECHANIC. IF THE CONTRACTOR FEELS ADDITIONAL STAFF IS NEEDED THE CONTRACTOR MUST HAVE A PRIOR APPROVAL FROM THE USING AGENCY.

TELEPHONE SERVICE: THE VENDOR SHALL MAINTAIN A CONTINUOUS TELEPHONE SERVICE WHERE THEY CAN BE REACHED 24 HOURS A DAY 7 DAYS A WEEK, SUNDAY AND HOLIDAYS INCLUDED. THE VENDOR SHALL SUPPLY ONLY THE ORIGINAL MFG'S OR OTHER APPROVED REPLACEMENT PARTS. THE CONTRACTOR SHALL HAVE AND MAINTAIN ON HAND APPROVED REPLACEMENT PARTS. RESPONSE TIME FOR EMERGENCY CALLS SHALL BE ONE HOUR. IF A REPAIR, MODIFICATION OR ALTERATION OF AN EXISTING SYSTEM IS ESTIMATED TO EXCEED THE SUM OF \$500.00 THE VENDOR SHALL SUBMIT TO THE REQUESTING AGENCY IN WRITING THE APPROXIMATE TOTAL COST REFLECTED FOR LABOR AND MATERIAL FOR APPROVAL TO PERFORM ANY WORK TO THE SUBJECT EQUIPMENT OR SYSTEMS. AT THIS POINT, THE CO. RESERVES THE RIGHT TO TAKE COMPETITIVE QUOTATIONS IN ORDER TO OBTAIN THE MOST ECONOMICAL MEANS OF ACCOMPLISHING THE WORK TO BE DONE. IF THE VENDORS QUOTATION IS THE LOWEST OR REASONABLE CLOSE TO THE LOWEST QUOTE, THE VENDOR WILL BE NOTIFIED TO PROCEED, HOWEVER IF THE VENDORS QUOTE FOR WORK OVER \$500.00 ARE CONTINUALLY HIGHER FROM OTHER VENDORS, THE CO. RESERVES THE RIGHT TO EXERCISE THE TERMINATION CLAUSE AND SOLICIT MORE BIDS, THE QUOTATIONS SOLICITED IN THIS INSTANCE WILL BE IN WRITING AND OPENED BY THE DEPT. OF PURCHASING AT THE PREVIOUSLY STIPULATED DATE AND TIME.

WARRANTY PERIOD: SERVICE REPAIRS RENEDED

PARTS 365 DAYS

LABOR 365 DAYS

NOTE: LABOR CHARGES

TO BE COMPLETE & INCLUDE ALL APPLICABLE COST THERE WILL BE NO ALLOWANCE FOR TRAVEL CHARGES OR MILEAGE.

EMERGENCY RESPONSE TIME 1 HOUR

ADDITIONAL NOTATIONS FOR PROSPECTIVE BIDDERS:

1 REGULAR WORK CALLS SHOULD HAVE A RESPONSE TIME OR NO MORE THAN 1 DAY
EMERGENCY CALLS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 1 HOUR.

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BIDDERS ARE HEREBY ADVISED THAT TO INSURE AND FACILITE PMT. THE FOLLOWING INFO MUST ACCOMPANY THE CONTRACTORS CLAIM:

A) TIME SHEETS SIGNED BY AUTHORIZED COUNTY PERSONEL. TIME SHEETS SHOULD SHOW TIME OF ARRIVAL & TIME OF DEPARTURE. TRAVEL TIME TO AND FROM PLACE OF EMPLOYMENT TO PRIOR JOBS SHALL NOT BE CONSIDERED IN THE TOTAL WORK TIME CHARGED TO THE USING AGENCY AND MUST NOT BE SUBMITTED

B) DETAILS OF PARTS USED

C) ONLY ACTUAL SYSTEM COMPONENTS, SHOWN ON THE PLANS AND SPECS FOR THE AFFECTED SYSTEM MACHINERY, SHOULD BE BILLED. IF THE PARTS USED ARE REGULARLY KEPT IN STOCK BY THE CONTRACTOR, MANUFACTURERS PRICE LISTS CAN BE USED TO INVOICE THE USING AGENCY. THE CONTRACTOR SHOULD FURNISH A COPY OF THE PRICE LIST TO THE OFFICE OF PURCHASING AS WELL WITH THE CLAIMS.

D) IF PARTS PURCHASED TO COMPLETE THE REPAIR, PHOTOCOPIES OF THE INVOICES MUST BE FURNISHED WITH THE CLAIM. CONTRACTOR MAY BLACK OUT CREDIT PMT. DETAILS ON INVOICE. COMPLIANCE WITH THE ABOVE IS NECESSARY TO EXPEDITE THE PAYMENT. CLAIMS WITHOUT THE ABOVE WILL BE RETURNED TO CONTRACTOR W/O PAYMENT UNTIL A COMPLETE CLAIM IS SUBMITTED

E) CONTRACTOR WILL SEND ONE FULL TIME MECHANIC UNLESS SPECIFIED BY AND /OR AGREED UPON BY THE COUNTY REP. PRIOR TO COMMENCEMENT OF WORK.

F) CONTRACTORS WILL MAINTAIN STOCK OF REGULAR SUPPLY ITEMS (I.E. TAPE, SCREWS, CABLE TIES, ADHESIVE LIQUIDS, ETC.) AND INSURE THAT MECHANICS ARRIVE AT THE JOBSITE ADEQUATLY SUPPLIED WITH SUCH.

G) NORMAL EVERYDAY SUPPLIES, IN ORDER TO PERFORM YOUR JOB, ARE NOT TO BE CHARGED TO THE COUNTY ANDYTHING ABOVE OR BEYOND, AN ESTIMATE SHOULD BE TURNED TO THE COUNTY FOR APPROVAL.

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
1	910-36 HEATING, A/C, VENTILATION M/R		EA	95.0000
	FULL-TIME MECHANICS REGULAR TIME: MONDAY THROUGH FRIDAY 7:30 AM TO 4:30 PM			
2	910-36 HEATING, A/C, VENTILATION M/R		EA	142.0000

FULL-TIME MECHANICS
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OVERTIME: ANYTIME NOT INCLUDED IN REGULAR TIME AND NEW YORK STATE
RECOGNIZED HOLIDAYS.

3	910-36	EA	80.0000
	HEATING, A/C, VENTILATION M/R		

FULL-TIME MECHANIC HELPERS
REGULAR TIME: MONDAY THROUGH FRIDAY 7:30 AM TO 4:30 PM

4	910-36	EA	120.0000
	HEATING, A/C, VENTILATION M/R		

FULL-TIME MECHANIC HELPERS
OVERTIME: ANYTIME NOT INCLUDED IN REGULAR TIME AND NEW YORK STATE
RECOGNIZED HOLIDAYS

5	910-36	EA	.0010
	HEATING, A/C, VENTILATION M/R		

PARTS MARK-UP:
MANUFACTURE LIST 0%
COST PLUS 20%

SHIPPING WILL HAVE NO MARK-UP

6	910-36	EA	.0010
	HEATING, A/C, VENTILATION M/R		

SUBCONTRACTING MUST HAVE DOCUMENTED PRIOR APPROVAL FROM THE USING
AGENCY AND WILL BE REIMBURSED ONLY WHEN PAID INVOICE AND APPROVAL
DOCUMENT FROM THE USING AGENCY IS SUBMITTED WITH THE CLAIM.

SUBCONTRACTING COST PLUS 20%

7	910-36	EA	.0010
	HEATING, A/C, VENTILATION M/R		

RIGGING AND EQUIPMENT:
RIGGING AND EQUIPMENT RENTAL MUST HAVE PRIOR APPROVAL FROM THE USING
AGENCY AND WILL BE REIMBURSED IF A PAID INVOICE IS SUBMITTED WITH THE
CLAIM.

RIGGING COST 0%
EQUIPMENT RENTAL (INCLUDING DUMPSTERS) COST PLUS 0%

----- END OF ITEM LIST -----

TERMS:

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The County of Nassau (hereinafter called the County) represented by the Director, Office of Purchasing (hereinafter called the Director), and the individual, partnership, joint venture or corporation named above (hereinafter called the contractor) mutually agree to perform this contract in strict accordance with the general provisions attached hereto and the specifications, terms and conditions contained herein.

WORK TO BE PERFORMED FOR: DEPARTMENT OF PUBLIC WORKS

PERIOD COVERED: SHALL BE FOR ONE (1) YEAR FROM THE EFFECTIVE DATE WITH AN OPTION BY THE COUNTY OF NASSAU TO EXTEND THE BLANKET PURCHASE ORDER UP TO AN ADDITIONAL FOUR (4) YEAR(s), AT UP TO ONE (1) YEAR OPTIONS. HOWEVER, THE TERMINATION OF THIS CONTRACT MAY BE FURTHER EXTENDED UP TO TWO (2) MONTHS BEYOND THE TERMINATION DATE STATED HEREIN.

THE MAXIMUM PERIOD OF THIS CONTRACT WITH OPTIONS RENEWED SHALL BE FIVE YEARS, AND, IF THE FURTHER EXTENSION IS APPLIED, UP TO FIVE (5) YEARS AND TWO (2) MONTHS.

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

TERMINATION: THE COUNTY RESERVES THE RIGHT TO CANCEL THIS BLANKET PURCHASE 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.

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 THE SATISFACTORY COMPLETION OF THE REQUIRED SERVICES AS SPECIFIED.

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

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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 THE REFERENCED PURCHASE ORDER, DELIVERY ORDER OR CONTRACT, THAT
THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS
ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO
TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY
AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN
MADE.

CLAIMANT NAME

DATE

BY (SIGNATURE)

TITLE

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

PRICES: 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 materials costs may be considered, provided
they are based on certified labor contracts, uncontrollable material
costs which can be verified in national publications, or other
increases auditable by the County. The burden of proof for such
increases shall be upon the contractor and shall be formally directed
to the Director. The decision as to whether or not such
increases will be granted shall be made by the Director 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
give written notice of termination, upon receipt of which the Blanket
Purchase Order will be rebid.

BILLING SHALL BE RENDERED ON CERTIFIED INVOICE OR COUNTY CLAIM FORM
IN DETAIL, LISTING PARTS AND MATERIALS USED, THEIR PRICES, AND LABOR
SHOWN IN HOURS AND EXTENDED RATES

THE CONTRACTOR AGREES THAT IN THE EVENT ANY OF THE SERVICES PROVIDED
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FOR UNDER THE TERMS OF THIS CONTRACT SHOULD IN ANY WAY BE OMITTED OR UNSATISFACTORILY PERFORMED BY THE CONTRACTOR AND/OR HIS EMPLOYEES, THE COUNTY SHALL SO NOTIFY THE CONTRACTOR VERBALLY AND FOLLOW WITH A WRITTEN NOTIFICATION OF THE DEFICIENT SERVICES FOR IMMEDIATE CORRECTION. IN THE EVENT THE CONTRACTOR DOES NOT CORRECT THE DEFICIENT SERVICES AFTER RECEIPT OF WRITTEN NOTIFICATION, THE NASSAU COUNTY DEPARTMENT CONCERNED WILL DEDUCT A PERCENTAGE BASED ON THE WORK NOT PERFORMED OR PERFORMED UNSATISFACTORILY FROM THE CONTRACTOR'S CLAIM FOR THE PERIOD COVERED. IF THE CONTRACTOR CONTINUES TO OMIT OR UNSATISFACTORILY PERFORM THE REQUIRED SERVICES, THE COUNTY WILL ARRANGE FOR THE WORK TO BE DONE BY ANOTHER CONTRACTOR AND THE COST OF SUCH WORK SHALL BE DEDUCTED FROM ANY MONIES DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR.

DEFAULT: IF CONTRACTOR IS DEEMED TO BE IN DEFAULT AND SAID DEFAULT CONTINUES FOR MORE THAN FIFTEEN DAYS, THEN THE COUNTY MAY PERFORM SAID WORK EITHER ITSELF OR BY ENGAGING OTHERS AND THE COST THEREFOR, WILL BE DEDUCTED FROM THE CONTRACT. IF A GREATER SUM IS EXPENDED THAN IS DUE THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAME, UNLESS THE BONDING COMPANY HAS PERFORMED SAID WORK IN ACCORDANCE WITH THE PERFORMANCE SECURITY PROVISIONS HEREIN.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, 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.

INSURANCE AND WORKERS COMPENSATION:

1. The successful bidder agrees to obtain from an insurance company
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authorized to do business in the State of New York, and keep in force during the term of this contract, a policy of comprehensive and general liability insurance on which vendor and County are each named insureds, including, but not limited to, the torts and negligence of vendor's personnel, with a combine single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence, all at vendor's sole cost and expense.

2. The vendor shall comply with all provisions of the Worker's Compensation Law, and shall furnish a certificate showing evidence of current coverage.
3. All insurance coverage as stipulated herein shall be subject to the approval of the Division of Real Estate and Insurance of the County of Nassau.
4. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY BE CAUSE FOR CANCELLATION OF THE BLANKET PURCHASE ORDER/PURCHASE ORDER.

INSURANCE COVERAGE: Evidence of Liability and Workman's Compensation coverage is an integral part of this contract, and such evidence is to be sent within Ten (10) business days after the receipt of this Blanket Purchase Order/Purchase Order, or such earlier time as requested by the County, to this Office to the attention of

ATTN: DEIRDRE CIMINERA
Nassau County Office of Purchasing
1 WEST STREET
NORTH ENTRANCE
MINEOLA, NY 11501

Forms such as the ACCORD 25-S or the U-26.3 must list the Blanket or Purchase Order Number and the buyers name>

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
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PERFORMED WITHOUT A DELIVERY ORDER. THE COUNTY SHALL UNDER NO OBLIGATION WHATSOEVER TO ISSUE SUCH DELIVERY ORDERS. THE BLANKET PURCHASE ORDER SHALL NOT APPLY IN ANY WAY TO ITEMS OF MATERIAL OR SERVICE DEEMED BY THE COUNTY IN ITS SOLE DISCRETION TO BE EXTRAORDINARY OR INVOLVE ANY SPECIAL CONDITIONS, QUANTITIES, CIRCUMSTANCES OR COMPLEXITIES.

ACCESS CLAUSE: IF ANY PROVISION OF SECTION 952 OF THE OMNIBUS RECONCILIATION ACT OF 1980 (PL-96-499) IS FOUND BY A BODY OF COMPETENT JURISDICTION TO BE APPLICABLE TO THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL MAKE AVAILABLE UPON WRITTEN REQUEST BY THE SECRETARY OF HEALTH & HUMAN SERVICES, OR BY THE CONTROLLER GENERAL OF THE GENERAL ACCOUNTING OFFICE, OR ANY OF THEIR DULY AUTHORIZED REPRESENTATIVES, A COPY OF THIS CONTRACT AND ANY EXECUTED AMENDMENTS THERETO, DOCUMENTS WHICH RELATE TO THE CALCULATION OF THE CHARGES STATED IN THE CONTRACT AND COPIES OF SERVICE REPORTS DOCUMENTING SERVICES PERFORMED. SUCH RECORDS WILL BE AVAILABLE IN ACCORDANCE WITH THE ABOVE FOR THE PERIOD OF SIX (6) YEARS AFTER THE FURNISHING OF ANY OF THE SERVICES DESCRIBED IN THIS CONTRACT.

GENERAL CONDITIONS (REPAIRS):

ALL REPAIRS TO BE MADE IN ACCORDANCE WITH "OSHA" 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
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CONTRACTOR'S SHOP, MUST BE APPROVED BY AN AUTHORIZED AGENCY REPRESENTATIVE. NASSAU COUNTY SHALL SUPPLY ALL UTILITIES WHICH ARE AVAILABLE ON LOCATION INSOFAR AS COMPATIBILITY REQUIREMENTS PERMIT.

ALL REQUIREMENTS PERFORMED BY THE CONTRACTOR WILL BE SUBJECT TO INSPECTION AND APPROVAL BY AN AUTHORIZED DESIGNATED REPRESENTATIVE OF NASSAU COUNTY.

EMPLOYEES OF THE CONTRACTOR WHILE ON SERVICE CALL SHALL CARRY IDENTIFICATION BADGE OR CARD AND SHALL BE INSTRUCTED TO SUBMIT SAME TO SCRUTINY UPON REQUEST OF SECURITY OR SUPERVISORY PERSONNEL OF NASSAU COUNTY.

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.

LABOR: _____ DAYS

BIDDERS (CONTRACTORS) ARE HEREBY ADVISED THAT TO INSURE AND FACILITATE PAYMENT, THE FOLLOWING INFORMATION MUST ACCOMPANY THE CONTRACTOR'S CLAIM:

1. TIME SHEET SIGNED BY AUTHORIZED COUNTY PERSONNEL. TIME SHEETS SHALL SHOW TRAVEL TIME, IF ANY, TIME OF ARRIVAL, TIME OF DEPARTURE AND HOURS WORKED.
2. DETAILS OF PARTS USED:

IF PARTS USED ARE REGULARLY CARRIED IN STOCK AND MANUFACTURER'S
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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.

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

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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/WBE's") 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/WBE's 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 and additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

(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 is considered breach of the County Contract.

(1) The Contractor shall be bound by the provisions of Section 109 of Local Law No.14-2002 providing for the 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 impositions 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, 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 rules ("CPLR").

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(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 Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

As used in this Appendix EE the following term meanings shall apply:

"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.

"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

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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 any other securities.

"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) 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.

"County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

"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

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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 the 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 time frame of the County Contract.

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

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

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

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

"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
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to Section (a) through (1) of these rules.

"Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

"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.

THIS BLANKET OR PURCHASE ORDER IS SUBJECT TO THE PROVISIONS OF THE NEW YORK STATE LABOR LAW AND THE CONTRACTOR WILL PAY THE PREVAILING WAGE RATE AS PUBLISHED BY THE NEW YORK STATE DEPARTMENT OF LABOR (SEE ATTACHED). PRC #2019003586, PAGES 30-78 PAGES

Because this contract requires the payment of prevailing wages, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement. Therefore, this Blanket Purchase Order cannot be advertised by the Contractor for usage to political subdivisions and districts within the County.

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

Governing Law - Consent to Jurisdiction and Venue; Governing Law.
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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 153-2018

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

Value of Contract	Administrative Fee
-----	-----
\$0 - \$10,000	\$0.00
Over \$10,000 - \$50,000	\$160.00
Over \$50,000 - \$100,000	\$266.00
Over \$100,000	\$533.00

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

Ordinance 72-2014

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

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

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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 the purpose 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.

Disclose of Conflicts of interest

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

ALL TERMS CONDITIONS AND SPECIFICATIONS INCLUDED IN THE FORMAL SEALED BID NUMBERED 91036-04259-068 DATED APRIL 25TH, 2019 ARE INCORPORATED BY REFERENCE IN THIS BLANKET ORDER. CONC20000941 AUTHORIZES THE EXTENSION OF B/O #BPNC19000104 TO 05/13/2021 PER VENDOR LETTER DATED 05/12/2020 FROM JOSEPH FARRUGGIA, PRESIDENT
ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.