



Nassau County Shared Services,
Office of Purchasing

Staff Summary A-17-2022

Subject: Formal Sealed Bid # 97538-02172-017 Golf Carts – Lease Rebid
Department: Shared Services, Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date: 3/25/21
Vendor Name: Fairway Golf Car Corporation
Contract Number: A-17-2022
Contract Manager Name: Anette Sullivan, Buyer

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
4/8/2022 <i>SG</i>	CPO	<i>NO</i>	Budget
4/11/2022 <i>858</i>	County Atty.		County Exec. <i>AN 4/18/22</i>

Material Adverse Information Identified? [Yes ___/No x (If Yes, attach memo.)

Narrative

Purpose: To authorize and award a blanket purchase order for leasing golf carts for the Nassau County Department of Parks & Recreation.

Discussion: This solicitation was advertised in Newsday, New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs was also notified of this solicitation.

2 Vendors viewed the bid

0 Woman owned business 0 Minority 0 Small Business
0 Service Disabled (Veteran) owned business 0 Veteran Owned Business

3 Vendors bid on this solicitation

0 Woman owned business 0 Minority 1 Small Business
0 Service Disabled (Veteran) owned business 0 Veterans

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2022 APR 18 A 2:02

The identified lowest responsible bidder, Fairway Golf Car Corporation is listed as a small business.

Impact on Funding/Term: The maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Director of Shared Services shall be One Million, One Hundred Eighty Six Thousand(\$1,186,000.00) from general funds PKGEN 3613/DE500. This is for a five (5) year lease.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to Fairway Golf Car Corporation, as the lowest responsible bidder meeting specifications.

J. G. Smith 4/11/22

RULES RESOLUTION 2022

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND FAIRWAY GOLF CAR CORPORATION

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING, has received competitive bids under sealed bid solicitation # 97538-02172-017 for a GOLF CART LEASE for the Department of Parks, Recreation and Museums, as more particularly described in the bid document; and

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

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said blanket purchase order with FAIRWAY GOLF CAR CORPORATION.

COUNTY OF NASSAU
INTER - DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-17-2022

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: March 28, 2022

SUBJECT: RESOLUTION-- NASSAU COUNTY DEPARTMENT OF PARKS AND RECREATION

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER WITH A MAXIMUM AMOUNT OF ONE MILLION ONE HUNDRED EIGHTY-SIX THOUSAND DOLLARS (\$1,186,000.00) FOR LEASING OF GOLF CARTS ON BEHALF OF NASSAU COUNTY'S DEPARTMENT OF PARKS AND RECREATION TO FAIRWAY GOLF CAR CORPORATION WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS.

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


MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

VB: gb

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





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:
Anthony Frick [ANTHONY@FAIRWAYGOLFCAR.NET]

Dated: 03/21/2022 01:49:10 PM

Vendor: Fairway Golf Car Corp

Title: President

Business History Form

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

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

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

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

Date: 03/21/2022

1) Proposer's Legal Name: Fairway Golf Car Corp

2) Address of Place of Business: 8 Commercial Blvd

City: Medford State/Province/Territory: NY Zip/Postal Code: 11763

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: (631) 698-1400

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

4) Dun and Bradstreet number: NA

5) Federal I.D. Number: 113580433

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:

Fairway Golf Management LLC

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.

No conflict exists

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

No conflict exists

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

Fairway Golf Car Corp takes all precautions to avoid any and all conflicts of interest.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/04/2001

- 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.

First Name Christine
Last Name Clareen
MI _____ Suffix _____
Address 26 Blackfoot Trail
City Shoreham State/Province/Territory NY Zip/Postal Code 11786
Country US
Position Secretary

First Name Denise
Last Name DeSena
MI _____ Suffix _____
Address 23 Blackfoot Trail
City Shoreham State/Province/Territory NY Zip/Postal Code 11786
Country US
Position Treasurer

First Name Anthony
Last Name Frick
MI _____ Suffix _____
Address 4 Biltmore Drive
City Shoreham State/Province/Territory NY Zip/Postal Code 11786
Country US
Position President

First Name Stephen

Last Name	Hayes		
MI		Suffix	
Address	23 Hayes Hill Drive		
City	Northport	State/Province/Territory	NY Zip/Postal Code 11768
Country	US		
Position	Chief Financial Officer		

1 File(s) Uploaded: Eisenhower Bid Attachment 2022 - Corporate Shareholders.docx

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

First Name	Christine		
Last Name	Clareen		
MI		Suffix	
Address	26 Blackfoot Trail		
City	Shoreham	State/Province/Territory	NY Zip/Postal Code 11786
Country	US		
Position	Secretary		

First Name	Denise		
Last Name	DeSena		
MI		Suffix	
Address	23 Blackfoot Trail		
City	Shoreham	State/Province/Territory	NY Zip/Postal Code 11786
Country	US		
Position	Treasurer		

First Name	Anthony		
Last Name	Frick		
MI		Suffix	
Address	4 Biltmore Drive		
City	Shoreham	State/Province/Territory	NY Zip/Postal Code 11786
Country	US		
Position	President		

First Name	Stephen		
Last Name	Hayes		
MI		Suffix	
Address	23 Hayes Hill Drive		
City	Northport	State/Province/Territory	NY Zip/Postal Code 11768
Country	US		
Position	Chief Financial Officer		

1 File(s) Uploaded: Eisenhower Bid Attachment 2022 - Corporate Shareholders.docx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

25

vi) Annual revenue of firm;

14000000

vii) Summary of relevant accomplishments

Fairway Golf Car Corp is the exclusive distributor of Club Car golf cars and utility vehicles in the NY Metro area. We currently service more than 80 public and private golf courses and hundreds of commercial enterprises on Long Island.

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

B. Indicate number of years in business.

20

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

Fairway is the authorized distributor of Club Car Golf Cars in the metro NY area, providing service to over 80 public and private golf course and other commercial and residential customers.

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

Company Town of North Hempstead / Harbor Links Golf Course

Contact Person James Viras, GM

Address 1 Fairway Drive

City Port Washington State/Province/Territory NY

Country US

Telephone (516) 767-4816

Fax #

E-Mail Address jviras@centurygolf.com

Company Bethpage State Park Golf Course

Contact Person Paul O'Donahue

Address 99 Quake Meeting House Rd

City Farmingdale State/Province/Territory NY

Country US

Telephone (516) 249-0700

Fax #

E-Mail Address paulod4321@gmail.com

Company Town of Hempstead / Lido Golf Course

Contact Person Kyle Meegan

Address 255 Lido Blvd

City Lido Beach State/Province/Territory NY

Country US

Telephone (516) 292-9000
Fax #
E-Mail Address kmeegan@tohmail.org

I, Anthony Frick, 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, Anthony Frick, 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: Fairway Golf Car Corp

Electronically signed and certified at the date and time indicated by:
Anthony Frick [ANTHONY@FAIRWAYGOLFCAR.NET]

President
Title

03/21/2022 02:40:04 PM
Date

**County of Nassau
Bid # 97538-02172-017**

Attachments to Formal Sealed Bid Proposal

**Fairway Golf Car Corp.
11-3580433**

Attachment #1 - Disclosure Statement

Closely Held Corporation:

Fairway Golf Car Corp
8 Commercial Blvd
Medford, New York 11763
EIN# 11-3580433

Shareholders:

Anthony Frick
4 Biltmore Drive
Shoreham, New York 11786

Denise DeSena
23 Blackfoot Trail
Shoreham, New York 11786

Christine Clareen
26 Blackfoot Trail
Shoreham, New York 11786

Stephen Hayes
23 Hayes Hill Drive
Northport, New York 11768

Attachment #2 – Location of Off-Site Maintenance Facility

Fairway Golf Car Corp
Corporate headquarters and service facility:
8 Commercial Blvd
Medford, NY 11763

Description of facilities:

20,000 square feet enclosed brick and steel building
(6) Service bays with Hydraulic Lifts, all manned by factored trained, full-time mechanics
Inside storage for 200+, Outside storage for 300+

**County of Nassau
Bid # 97538-02172-017**

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Description of facilities:

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Inside storage for 200+, Outside storage for 300+

COUNTY OF NASSAU

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

1. Name of the Entity: Fairway Golf Car CorpAddress: 8 Commercial BlvdCity: Medford State/Province/Territory: NY Zip/Postal Code: 11763Country: US2. Entity's Vendor Identification Number: 1135804333. 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 Eisenhower Bid Attachment 2022 - Corporate Shareholders.docx

First Name	<u>Anthony</u>		
Last Name	<u>Frick</u>		
MI		Suffix	
Address	<u>4 Biltmore Drive</u>		
City	<u>Shoreham</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>11786</u>
Country	<u>US</u>		
Position	<u>President</u>		

First Name	<u>Stephen</u>		
Last Name	<u>Hayes</u>		
MI		Suffix	
Address	<u>23 Hayes Hill Drive</u>		
City	<u>Northport</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>11768</u>
Country	<u>US</u>		
Position	<u>Chief Financial Officer</u>		

First Name	<u>Christine</u>		
Last Name	<u>Clareen</u>		
MI		Suffix	
Address	<u>26 Blackfoot Trail</u>		
City	<u>Shoreham</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>11786</u>
Country	<u>US</u>		
Position	<u>Secretary</u>		

First Name	<u>Denise</u>		
Last Name	<u>DeSena</u>		
MI		Suffix	
Address	<u>23 Blackfoot Trail</u>		
City	<u>Shoreham</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>11786</u>

Country	US
Position	Treasurer

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

If none, explain.

2 File(s) uploaded Eisenhower Bid Attachment 2022 - Corporate Shareholders.docx, Eisenhower Bid Attachment 2022 - Corporate Shareholders.docx

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):

None

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

None

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

None

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

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

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

Anthony Frick [ANTHONY@FAIRWAYGOLFCAR.NET]

Dated: 03/21/2022 02:52:39 PM

Title: President

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

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: Anthony J Frick
Date of birth: 02/15/1967
Home address: 4 Biltmore Drive
City: Shoreham State/Province/Territory: NY Zip/Postal Code: 11786
Country: US

Business Address: 8 Commercial Blvd
City: Medford State/Province/Territory: NY Zip/Postal Code: 11763
Country: US
Telephone: 6316981400

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>01/01/2018</u>	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.

40% shareholder

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

YES ☐ NO ☒ 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.

40% interest in Fairway Golf Management LLC

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

Fairway Golf Car Corp

Name of submitting business

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

Anthony Frick [ANTHONY@FAIRWAYGOLFCAR.NET]

President

Title

02/16/2022 12:47:55 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Denise Desena
Date of birth: 04/18/1968
Home address: 23 Blackfoot Trail
City: Shoreham State/Province/Territory: NY Zip/Postal Code: 11786
Country: US
- Business Address: 8 Commercial Blvd
City: Medford State/Province/Territory: NY Zip/Postal Code: 11763
Country: US
Telephone: 631-698-1400
- Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	<u>01/01/2017</u>
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.

25% Shareholder

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

YES ☐ NO ☒ 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.

25% Fairway Golf Management LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ 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, Denise DeSena , 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, Denise DeSena , 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.

Fairway Golf Car Corp

Name of submitting business

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

Denise DeSena [DENISE@FAIRWAYGOLFCAR.NET]

Treasurer

Title

03/29/2022 12:01:10 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Christine Clareen
Date of birth: 07/30/1978
Home address: 26 Blackfoot Trail
City: Shoreham State/Province/Territory: NY Zip/Postal Code: 11786
Country: US
- Business Address: 8 Commercial Blvd
City: Medford State/Province/Territory: NY Zip/Postal Code: 11763
Country: US
Telephone: 631-698-1400
- Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>01/01/2017</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.

Shareholder 25%

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.

25% Fairway Golf Management LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ 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, Christine Clareen, 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, Christine Clareen, 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.

Fairway Golf Car Corp
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Christine Clareen [CHRISTINE@FAIRWAYGOLFCAR.NET]

Secretary
Title

03/29/2022 11:47:24 AM
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Stephen Hayes
Date of birth: 04/07/1961
Home address: 23 Hayes Hill Dr
City: Northport State/Province/Territory: NY Zip/Postal Code: 11768
Country: US

Business Address: 8 Commercial Blvd
City: Medford State/Province/Territory: NY Zip/Postal Code: 11763
Country: US
Telephone: 631-698-1400

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>01/01/2017</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	<u>07/01/2022</u>	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Shareholder, 10% interest

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.

Fairway Golf Management, LLC 10%

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, Stephen Hayes , 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, Stephen Hayes , 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.


Fairway Golf Car Corp
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Stephen Hayes [STEVE@FAIRWAYGOLFCAR.NET]

CFO
Title

03/29/2022 11:32:08 AM
Date

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 97538-02172-017
	COUNTY OF NASSAU		Dated: 01/27/22
	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 02/17/22 11:00 A.M. E.D.S.T.
BUYER Anette Sullivan		TELEPHONE 516 571 6103	REQUISITION NUMBER n/a

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Golf Carts – Lease REBID	OFFICE OF PURCHASING
--	-----------------------------

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED **FEEL 7 2022**

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

CASH DISCOUNT OF _____ 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.

NC Parks Various locations Tom Gordon 516 537 2689	GUARANTEED DELIVERY DATE <div style="font-size: 1.5em; text-align: center;">60 *</div> DAYS AFTER RECEIPT OF ORDER
EMPLOYERS FEDERAL TAX ID NUMBER <div style="font-size: 1.2em; text-align: center;">11-3580433</div>	

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER FAIRWAY GOLF CAR CORP			
ADDRESS 8 Commercial Blvd			
CITY Medford	STATE NY	ZIP CODE 11763	TELEPHONE 631-698-1400
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Anthony Frick</i>		PRINT OR TYPE NAME OF SIGNER AND TITLE ANTHONY FRICK, 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

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

* See page 22 + 23 for delivery schedule(s).

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 workman 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: FAIRWAY GOLF CAR CORP
Address: 8 COMMERCIAL BLVD MEDFORD, NY 11763
Telephone No: 631-698-1400 / Fax No: 631-698-1273

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.) < SEE ATTACHMENTS >

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

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

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

BIDDER SIGN HERE

Anthony Frick
BIDDER

President

TITLE

County of Nassau
Bid # 97538-02172-017

Attachments to Formal Sealed Bid Proposal

Fairway Golf Car Corp.
11-3580433

Attachment #1 - Disclosure Statement

Closely Held Corporation:

Fairway Golf Car Corp
8 Commercial Blvd
Medford, New York 11763
EIN# 11-3580433

Shareholders:

Anthony Frick
4 Biltmore Drive
Shoreham, New York 11786

Denise DeSena
23 Blackfoot Trail
Shoreham, New York 11786

Christine Clareen
26 Blackfoot Trail
Shoreham, New York 11786

Stephen Hayes
23 Hayes Hill Drive
Northport, New York 11768

Attachment #2 – Location of Off-Site Maintenance Facility

Fairway Golf Car Corp
Corporate headquarters and service facility:
8 Commercial Blvd
Medford, NY 11763

Description of facilities:

20,000 square feet enclosed brick and steel building
(6) Service bays with Hydraulic Lifts, all manned by factored trained, full-time mechanics
Inside storage for 200+, Outside storage for 300+

Anthony Frick President 2/16/22

QUALIFICATION STATEMENT

BIDDER'S NAME: FAIRWAY GOLF CAR CORP

ADDRESS: 8 Commercial Blvd, Modford, NY 11763

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

ANTHONY FRICK

VICE PRESIDENT

STEPHEN HAYES

SECRETARY

CHRISTINE CLAREEN

TREASURER

DENISE DESENA

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? 22

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? GOLF COURSE MANAGEMENT

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>ANTHONY FRICK</u>	<u>PRESIDENT</u>	<u>40</u>	<u>SALES, DISTRIBUTION, SERVICE of GOLF VEHICLES</u>	<u>ALL LEVELS</u>

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

FAMILIAR WITH OPERATIONS OF GOLF CAR FLEET AT EISENHOWER
SPECIFICALLY, INCLUDING FACILITY.

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

BIDDER SIGN HERE

Anthony Frick

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

ANTHONY FRICK, PRESIDENT

TOM GRECO, OPERATIONS MANAGER

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

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

1. REFERENCE'S NAME:

TOWN of N. HEMPSTEAD
JAMES VIRAS, General Manager

ADDRESS:

HARBOR LINKS GOLF COURSE
TOWN OF NORTH HEMPSTEAD

1 FAIRWAY DR.
PORT WASHINGTON, NY 11050

TELEPHONE: (516) 767-4816 CONTACT PERSON JAMES VIRAS, GENERAL MGR

CONTRACT DATE:

2010 - PRESENT

2. REFERENCE'S NAME:

NEW YORK STATE

BETHPAGE STATE PARK

ADDRESS:

99 QUAKER MEETING HOUSE RD
FARMINGDALE, NY 11735

BETHPAGE GOLF GROUP

TELEPHONE: (516) 249-0700 CONTACT PERSON PAUL O'DONAHUE, General Mgr

CONTRACT DATE:

2008 - PRESENT

3. REFERENCE'S NAME:

TOWN of HEMPSTEAD

LIDO GOLF COURSE

ADDRESS:

235 LIDO BLVD
LIDO BEACH, NY 11561

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

BIDDER SIGN HERE

Anthony Frick

BIDDER

President

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
97538-02172-017

TELEPHONE: 516 292-9000 ^{10/21/16} CONTACT PERSON KYLE MEEGAN, Deputy Supervisor
CONTRACT DATE: 2014 - PRESENT

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

Anthony Frail
BIDDER

President.

TITLE

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

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

PLEASE CHECK ONE:



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

OR



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

Dated: 2/16/22

Anthony Frick
(Signature of Bidder)
Print Name: Anthony Frick.
Print Title: President.

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

BIDDER SIGN HERE

Anthony Frick
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.

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

BIDDER SIGN HERE

BIDDER

TITLE

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

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

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

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

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements 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.

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

BIDDER SIGN HERE

Anthony Frick
BIDDER

President
TITLE

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

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

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

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

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

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

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BIDDER

TITLE

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

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

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

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

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

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

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

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Anthony T. Smith
BIDDER

President

TITLE

INDEMNIFICATION:

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

DEFINITIONS:

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

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

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

IMPORTANT

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

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BIDDER

TITLE

REQUIRED VENDOR DISCLOSURE FORMS

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

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

- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
- d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

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

***** **Forms Must Be Uploaded in the Portal Prior to Submitting the Bid.**

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BIDDER SIGN HERE

Anthony Tric
BIDDER

President

TITLE

REQUESTS FOR INFORMATION OR CLARIFICATION

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

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

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

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

Ordinance # 153-2018

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

<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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BIDDER

TITLE

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

INTENT

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

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

PERIOD COVERED: Shall be for (5) years from the effective date.

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

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

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

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

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

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

FAIRWAY GOLF CAR CORP	2/16/22
Claimant Name	Date
<u>Anthony Frick</u>	<u>PRESIDENT</u>
By Signature	Title

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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Anthony Frick
BIDDER

President
TITLE

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

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

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

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

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

GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

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Anthony Fucci
BIDDER

President
TITLE

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

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

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

DISCLAIMER

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

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

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

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

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:

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

BIDDER SIGN HERE

Anthony Buck
BIDDER

President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
97538-02172-017

- [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 17th day of FEBRUARY, 20 22 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

Address:

FAIRWAY GOLF CAR CORP

Street:

8 Commercial Blvd

City, Town, etc:

MEDFORD, NY 11768

Telephone:

631-698-1400

Title:

President

If applicable, responsible Corporate Officer

Name

ANTHONY FRICK

Title

PRESIDENT

Signature:

Anthony Frick

Sign Here

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

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

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

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Anthony Frick
BIDDER

TITLE

President

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 or 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.

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

BIDDER SIGN HERE


BIDDER


TITLE

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

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

EVALUATION:

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

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.

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

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

BIDDER SIGN HERE

Guthrie Smith

BIDDER

President

TITLE

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

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

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

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

Details of parts used

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

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

RECORD RETENTION

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

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

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

BIDDER SIGN HERE

Anthony Price
BIDDER

President
TITLE

Specifications For Golf Carts Or Equal For LEASE

Specifications:

- NEW Club Car Lithium Electric Carts:

- Batteries: 3.1 KW Stored Energy, 60 Amp Capacity
- Charger: 650 Watt Charger
- Motor: 4.7 Hp AC Drive
- Controller: 3.75 Amp
- Turning Circle: 17' 4" (5.28m)
- Steering: Self-compensating double reduction helical rack & pinion
- Front Suspension: Independent Leaf Spring w/dual hydraulic shocks
- Brakes: Self-adjusting rear wheel mechanical drum
- Park Brake: Foot operated multi-lock
- Body and Finish: Molded-in color (standard)
- Tires: 18x8.50-8
- L x W x H: 91.5 x 47.25 x 68.5 inches
- Wheelbase: 65.5 inches
- Ground Clearance: 4.5 inches
- Tread-Front & Rear: 34.5/38.5 inches
- Curb Weight: 699 lbs.
- Floor Height: 12 inches
- Frame Type: Ladder-style aluminum box beam
- Speed Range: 3 speed setting; 5-15 mph
2 acceleration settings. Aggressive or traditional
3 period-up braking settings. None, mid and aggressive
Speed Fine adjustment in .1 mph increments
- Limited Warranty: 8-year or 2.8 MWh lithium-Ion Battery
5-year Vehicle Control Module
4-year DBR
3-year Body panels, electric powertrain, premium seats
2-year all remaining components
Limited Lifetime Frame

#1) Monthly payment for 150 New Club Car Lithium Electric Cars @ \$13,489.50
each to include GPS. updated in Amendment 1 - 2/10/22 - GPS not included

Projected delivery schedule:

Vehicles quoted, and available within 60 days of order:

(70) Club Car Tempo Li - 2022 - Sapphire bodies / Biege Seats

(80) Club Car Tempo Li - 2022 - Green bodies / Biege Seats

(150)

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

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BIDDER

TITLE

• NEW Club Car Tempo Gas Cars:

- Batteries: 12-volt
- Charger: n/a
- Motor: 429 cc Kohler, Overhead Valve (OHV) with EFI
- Horsepower: 14hp rated @3,600 rpm
- Governor guard: Yes
- Turning Circle: 17' 4" (5.28m)
- Steering: Self-compensating double reduction helical rack & pinion
- Front Suspension: Independent Leaf Spring w/dual hydraulic shocks
- Brakes: Self-adjusting rear wheel mechanical drum
- Park Brake: Foot operated multi-lock
- Body and Finish: Molded-in color (standard)
- Tires: 18x8.50-8
- L x W x H: 91.5 x 47.25 x 68.5 inches
- Wheelbase: 65.5 inches
- Ground Clearance: 4.5 inches
- Fuel Tank Capacity: 6.0 gals
- Tread-Front & Rear: 34.5/38.5 inches
- Curb Weight: 642 lbs.
- Floor Height: 12 Inches
- Frame Type: Ladder-style aluminum box beam
- Kickplate: Yes
- Speed Range: 12-15 mph
- Limited Warranty: 5-year Gas engine and transaxle
4-year Canopy, electronics, pedal, standard seats, suspe
3-year Body panels, electric powertrain, premium seats
2-year all remaining components
Limited Lifetime Frame

#2) Monthly payment for 86 New Club Car Tempo Gas Cars @

\$5,606.09

~~each to include GPS.~~

updated in Amendment I - 2/10/22 - GPS not included.

Projected delivery schedule by Vehicle quoted:

60 days after receipt of order (40) Club Car Tempo Gas-2022- Biege Bodies/Seats
180 days + after receipt of order (46) Club Car Tempo Gas-2022- Biege Bodies/Seats

(86)

* if needed, contingency plan, with used vehicles supplied at an agreed upon cost, will be available.

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

BIDDER SIGN HERE

Anthony Funch

BIDDER

President

TITLE

NEW Cushman Hauler 800X:

▪ Frame	Welded Steel w/ E-Shield e-coat plus DuraShield™ Powder Coat
▪ Body & finish	Injection Molded TPO (Front) / Injection Molded PP (Rear)
▪ Standard color	Patriot Blue, Forest Green
▪ Overall length	110 in (279.4 cm)
▪ Overall width	49 in (125 cm)
▪ Overall height	51 in (129.5 cm) (w/o Roof) / 74 in (188 cm) (w/ Canopy)
▪ Wheel base	65.5 in (166.4 cm)
▪ Wheel track	37 in (94.0 cm) Front / 38 in (96.5 cm) Rear
▪ Ground clearance	5.5 in (14.0 cm)
▪ Cargo deck capacity	8.4 cu ft (0.24 m3)
▪ Cargo deck material	Roto-Molded Polyethylene
▪ Power source	4-Cycle, 24.5 ci (401cc) Cylinder
▪ Valve train	Single Cylinder OHV
▪ Horsepower (KW)	13.5 hp (10.1 kW)
▪ Electrical system	Starter/Generator. Solid State Reg.
▪ Battery (qty/type)	One, 12V Maintenance Free
▪ Battery charger	NA
▪ Key or pedal start	Pedal
▪ Air cleaner	Replaceable Dry Cartridge
▪ Lubrication	Pressurized Oil System
▪ Oil filter	Spin-On
▪ Cooling system	Air Cooled
▪ Fuel capacity	5.6 Gallon (21.2 L) Tank
▪ Speed controller	NA
▪ Drive train	Continuously Variable Transmission (CVT)
▪ Transaxle	Differential w/ Helical Gears
▪ Gear selection	Forward - Reverse
▪ Rear axle ratio	11.47: 1 (Forward) 14.53: 1 (Reverse)
▪ Seating capacity	2-Person
▪ Weight w/o batteries	800 lb (362.9 kg)
▪ Curb weight	830 lb (376 kg)
▪ Vehicle load capacity	725 lb (328.9 kg)
▪ Bed load capacity	325 lb (147.4 kg)
▪ Towing capacity	500 lb (226.8 kg) Max Load
▪ Outside clearance circle	18.9 ft (5.8 m)
▪ Speed	16.5 mph ± 0.5 mph (26.5 kph ± 0.8 kph)
▪ Steering	Self-Compensating Rack & Pinion
▪ Suspension	Leaf Springs w/ Hydraulic Shock Absorbers (Front) Leaf Springs w/ Hydraulic Shock Absorbers (Rear)

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

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Anthony Puck
BIDDER

President
TITLE

- * Service brake Rear Wheel Mechanical, Self-Adjusting Drum
- * Parking brake Self-Compensating, Single-Point Engagement
- * Tires 20 x 8-10 (6 Ply Rated) * \$498.55

#3) Monthly payment for 4 New Cushman Utility vehicles @
~~each to include GPS.~~ Updated in Amendment 1 - 06/10/12

GPS not included in price

* ClubCar Carryall 300 Gas Utility Vehicles as equal or better

Quantities:

- 86 New Club Car Tempo Gas Cars
- 150 New Club Car Lithium Electric Cars
- 4 New Cushman Utility vehicles

#4) DAILY RENTAL COST FOR RESERVED GOLF CART.

COUNTY MUST NOTIFY VENDOR AT LEAST FIVE (5) DAYS
IN ADVANCE OF REQUESTED DELIVERY DATE.
(FOR USE AT SPECIAL EVENTS THROUGHOUT
THE PARKS DEPARTMENT)

\$ 75.⁰⁰/₁₀₀

#5) MAINTENANCE & REPAIR:

REGULAR HOURLY RATE TO REPAIR
AS REQUIRED DUE TO ACTS OF VANDALISM OR ACCIDENT

\$ 100.⁰⁰/₁₀₀

#6) EACH ADDITIONAL QUARTER HOUR

\$ 25.⁰⁰/₁₀₀

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

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BIDDER

TITLE

- ALL REQUIREMENTS PERFORMED BY THE CONTRACTOR WILL BE SUBJECT TO INSPECTION AND APPROVAL BY AN AUTHORIZED DESIGNATED REPRESENTATIVE OF THE USING AGENCY.
- 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.

#6

G.P.S : Global Positioning Systems:

- The Nassau County Golf Department currently owns Eighty (80) i3 Visage GPSI units
- The new lease term needs to include the installation and continuation of Visage Licensing agreement of said units and must include but not limited to the following:
 - Battery status Indicator and vehicle "on charge" display
 - Vehicle status - on-charge,
 - Service notifications - battery levels and faults,
 - Odometer (miles, hours & amp hours),
 - Serial number and model year,
 - Overview display of each hole
 - Broadcast messaging such as promotions, weather alerts
 - Sponsorship and advertising display slots,
 - Electronic info holder with players names and messaging
 - Electronic scorecard: Request email or mobile number prior to scoring, (1st green) and again, at end-of-round,
 - Email address report.
 - Fleet lockdown
 - Vehicle staging,
 - Max speed setting (Electric car only),
 - Action zone control:
 - Gas cars - stop/reverse,
 - Electric cars - stop/reverse and variable speed control
 - Action zone messaging,
 - Geofence
 - Anti-tamper
 - Vehicle grouping by department, vehicle type, membership, marshal, etc.
 - Pop-up notifications – action zone violation
 - Car path only
 - Visual notification - vehicle speed change or action zone violations.
 - Dynamic distances to pins and points of interest
 - Touch screen for distance
 - Tee shot distance,
 - food and beverage ordering
 - Blind tee shot
 - Pin placement manager
 - Food and beverage reports.

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

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Anthony Buckle
BIDDER

President
TITLE

- Tournament Connect: Interface to leading Tournament Management providers for access to:
 - Leaderboard,
 - Tournament Manager
- Ad Event: (Included with purchase of Tournament Connect)
 - Publish ads for multiple tournaments simultaneously
- 3D Flyovers
 - Audio description of hole,
 - 3D flyover graphics.
- AdMan: Included with the VCC
 - Image Gallery,
 - Scheduled & automatically published ads
 - Green to Tee spots,
 - Fairway - Full and Insert spots.
- AdMan Pro:
 - AdMan, plus access to and control over all advertising on the System and retaining all such revenues.

• OPTION / ADD ALTERNATE (option will need to be available at any time during the lease)

- Price per cart for G.P.S units for remaining (156 carts) fleet. Vendor should note that the 156 carts include 86 gas carts and 70 electrical carts. G.P.S unit may be Visage units or equal but must provide all but not limited too options provide above.

#7) Price per cart See Attached each. [#]

* SEE ATTACHED STATEMENTS TO ITEMS #6 & #7. GPS PRICING
Priced per car, per month.

Delivery Due May 1, 2022

Estimated Annual Cost \$237,120

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

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Anthony Fucci
BIDDER

President.
TITLE

QTY	Vehicle	Visage Equipment/Install	Visage Equipment Costs		GPSI Visage License Agreement			GPSI Visage - Options			
			Equipment / Install	Lease Cost - Equipment Per Car, per Month	GPSI Field Install Rental Agreement	Module 1 Cart Controls	Module 2 Players Experience	Tournament Connect	Ad Event	3D Flyovers	AdMan Pro
				Based on 60 month lease term		\$ per month	\$ per month	\$ per month	\$ per month	\$ per month	\$ per month
80	CC Tempo Li	Visage i3 Extension - Eisenhower owned, refurbished, updated technology	at delivery	\$0		Existing GPSI License Agreement	Existing GPSI License Agreement	\$2	Inc	\$2	\$5
70	CC Tempo Li	Visage Connect with Baskets - new equipment, installed at delivery	at delivery	\$11.67		Included	\$15	\$2	Inc	\$2	\$5
70	CC Tempo Li	Visage Rental, new equipment - field install	future	n/a	\$37	Included	Included	\$2	Inc	\$2	\$5
86	CC Tempo Gas	Visage Connect with Baskets - new equipment, installed at delivery	at delivery	\$11.67		Included	Included	\$2	Inc	\$2	\$5
86	CC Tempo Gas	Visage Rental, new equipment - field install	future	n/a	\$37	Included	Included	\$2	Inc	\$2	\$5

All pricing based on 12 consecutive monthly payments per year.

Anthony Paul President 2/10/22



Melissa Gallucci
Commissioner of Shared
Services

OFFICE OF PURCHASING

1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

AMENDMENT NO. 1 - 2/10/22

FORMAL SEALED BID NO: 97538-02172-017

FOR: Golf Carts Lease - REBID

ISSUED: 1/27/22

OPENING: 2/17/22

TO ALL BIDDERS:

Questions:

- The eighty (80) i3 Visage GPS units you currently own will become obsolete in 2022 once the 3G network is turned off by all major cellphone carriers this year as 5G is implemented. The i3 Visage GPS will be rendered virtually useless as it will no longer have the controls and capabilities outlined in the GPS section of the bid. In order to maintain those controls and capabilities you will have to upgrade your GPS system. Please clarify that we are bidding on new GPS units and services.
- Bid pricing in #1 and #2 both state "each to include GPS." Please clarify that we are bidding on NEW GPS included with this price?
- Bid pricing in #3 also states to include GPS. Please confirm that you want GPS on the utilities as well?
- Based on the way the bid reads in #1, #2, #3, it contradicts the OPTIONAL bid #7 for remaining 156 carts. The pricing in #1, #2 and #3 would mean you are requesting new GPS on ALL units. Please clarify.
- Due to global supply chain disruptions, a delivery due date of 5/1/22 on new cars is virtually impossible for all vendors involved. In addition to the actual bid can we write in a contingency plan with pricing on supplying used cars for the county until the new cars get delivered?

Answers:

- We are unaware of our GPS units becoming obsolete during this current year. We would assume that there would be an upgrade ability to continue use of the current units. That said, the County currently owns these GPS units and would prefer continue use of said units. Bids should include the price to maintain or if they deem so necessary, upgrade to the current 80 Nassau County owned units.
- Price of #1 and #2 should not include GPS..Price should only be for the lease of the Carts
- Price #3. GPS should not be included on the utility carts
- Answers above should satisfy
- If vendor is not able to provide all or some of the bid items they should state so in their bid.

Please note pricing for lines #1, #2 and #3 should be for the monthly lease price not including GPS

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

OFFICE OF PURCHASING

Claudia Colasurdo
Technical Coordinator

Sign and date



Melissa Gallucci
Commissioner of Shared
Services

OFFICE OF PURCHASING

1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

AMENDMENT NO. 2 - 2/10/22

FORMAL SEALED BID NO: 97538-02172-017

FOR: Golf Carts Lease - REBID

ISSUED: 1/27/22

OPENING: 2/17/22

TO ALL BIDDERS:

Questions:

Can you please clarify on **PAGE (25) #6 ALL REPAIRS**

We are under the impression that this is for additional repairs not covered under warrantee due to accidental damage. Because the bid does not include full service & maintenance with in a **24 hour** response time included in the per car cost and it also does not mention in shop annual winter service & detailing. As the bid is written should we assume that annual winter service & maintenance will be billed out separately? Which would also have to include tune ups, oil changes & belt replacements that will be needed on all gas car models.

In addition on **PAGES 23 & 24** there is no mention to include folding windshields. Canopy tops are standard on the Tempo model but not windshields.

Answers:

- Page (25) #5 & #6
Maintenance and Repair: All request of repairs due to vandalism, accident or cart failure will have a **24/hr response time.**
- Pages 23 & 24
 - All Carts should include windshields

*******Note G.P.S : Global Positioning Systems: ADD price per cart for the current Nassau County owned 80 GPS units.
Add a line 6A for this price on your bid.**

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

OFFICE OF PURCHASING

Claudia Colasurdo
Technical Coordinator

Sign and date



TITLE: Golf Carts Lease – Rebid Bid# 97538-02172-017
TO: BUYER –Anette Sullivan FROM:

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

[illegible]

[illegible][illegible]

Date 2/17/22

PUBLIC BID OFFICER



FAIRW-2

OP ID: BB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2022

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 F. Krueger Agency Clifford T. Brady 487 New York Avenue Huntington, NY 11743 Robert P. Brady, Jr.		631-423-0950		CONTACT NAME: Cliff Brady	
				PHONE (A/C, No, Ex): 631-423-0950	FAX (A/C, No): 631-423-0955
				E-MAIL ADDRESS: jeaninek@bradyagency.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Allied World Assurance Co.	
				INSURER B: Starstone National Insurance	
				INSURER C: Technology Insurance Company	
				INSURER D:	
				INSURER E:	
				INSURER F:	
INSURED Fairway Golf Car Corp. 8 Commercial Blvd. Medford, NY 11762				NAIC # 42376	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6203-2046-00	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> 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			6203-2046-00	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea 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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	79441D210ALI	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	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	N/A	TWC3888715	06/12/2021	06/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Nassau is added as an Additional Insured with reference to the contract for the provision and maintenance of Golf Cars at Eisenhower Park and other Nassau County Golf Courses.

CERTIFICATE HOLDER

CANCELLATION

County of Nassau 1 West Street Mineola, NY 11501	FGCNA99	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Sullivan, Anette

From: Paul O'Donoghue <paulod4321@gmail.com>
Sent: Wednesday, March 30, 2022 12:08 PM
To: Sullivan, Anette
Subject: RE: Fairway Golf Car Corporation Reference

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

Hi Anette,

I'm delighted to report that Fairway Golf is an outstanding company. I have worked with them for many years and have nothing but great things to say. They are extremely responsive, their pricing is fair and their service is outstanding. Here at Bethpage we have a fleet of 265 cars and as you can imagine on any given day some of them will breakdown due to user abuse. Fairway response time is excellent which limits the amount of time that the cars stay out of service which provides us with the ability to keep them up and running. Which keeps an important revenue source flowing. I hope this helps and if I can be of any further assistance please feel free to reach out.

All the Best
Paul O'Donoghue
Bethpage Golf Group

From: Sullivan, Anette [mailto:asullivan1@nassaucountyny.gov]
Sent: Monday, March 28, 2022 11:45 AM
To: paulod4321@gmail.com
Subject: Fairway Golf Car Corporation Reference

Hello,

Your name has been given to us as a reference from Fairway Golf Car Corp.

Can you briefly let us know if you've had business dealings with them and were you satisfied?

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



Sullivan, Anette

From: Viras, James <jviras@centurygolf.com>
Sent: Monday, March 28, 2022 12:06 PM
To: Sullivan, Anette
Subject: RE: Fairway Golf Car Corp - Reference

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

Yes we have been leasing our golf carts for over 15 years with them. Very satisfied with the service we receive from them. If you wanted to hop on a call to go over any specifics I would be happy to discuss. Thanks.

James Viras
General Manager
P: 516.767.4834 | F: 516.767.4812

From: Sullivan, Anette [mailto:asullivan1@nassaucountyny.gov]
Sent: Monday, March 28, 2022 11:26 AM
To: Viras, James <jviras@centurygolf.com>
Subject: Fairway Golf Car Corp - Reference

Hello,

Your name has been given to us as a reference from Fairway Golf Car Corp.

Can you briefly let us know if you've had business dealings with them and were you satisfied?

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



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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.

Sullivan, Anette

From: Sullivan, Anette
Sent: Monday, March 28, 2022 11:50 AM
To: kmeegan@tohmail.org
Subject: Fairway Golf Car Corporation - Reference

Hello,

Your name has been given to us as a reference from Fairway Golf Car Corp.

Can you briefly let us know if you've had business dealings with them and were you satisfied?

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



Left message
He said
"overwhelming
3/28/22 positive."