



Nassau County Shared Services,
Office of Purchasing

Staff Summary A-37-2022

Subject: Helicopter Repairs – BPNC21000039	Date: November 4, 2022
Department: Department of Shared Services Office of Purchasing	Vendor Name: Sterling Corporation
Department Head Name: Melissa Gallucci	Contract Number: A-37-2022
Department Head Signature <i>Alison A. Malkane For Melissa Gallucci</i>	Contract Manager Name: Mark Clemens, Buyer

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
11-4-2022 <i>BBG</i>	CPO	<i>10/11/22</i>	Budget
11-9-2022 <i>RM</i>	County Atty.	<i>11/22/22</i>	County Exec.

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

Narrative

Purpose: To notify the Rules Committee that funding for Blanket Purchase Order BPNC21000039 for Helicopter Repair for the Nassau County Police Department Aviation Unit has reached a level that requires approval by said committee.

Discussion: This Blanket Purchase Order has been in effect since March 12, 2021 and based on 2022 estimated usage, will reach a spending level that requires approval by the Rules Committee. Police Department is requesting an increase of One Million Dollars (\$1,000,000.). The solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where six (6) vendors viewed the bid. Sterling has held this procurement since 2002.

Impact on Funding: The original maximum amount authorized under this Blanket Purchase Order, including all renewal options was Four Hundred Seventy-Five Thousand Dollars (\$475,000.). This request is to increase the maximum amount by One Million Dollars (\$1,000,000.) so that the maximum amount will be One Million Four Hundred Seventy-Five Thousand Dollars (\$1,475,000.) including any renewal options that may be exercised by the Commissioner of Shared Services. Funding source PDPDH1481-DE500.

Recommendation: Department of Shared Services, Office of Purchasing recommends approving increased funding for this Blanket Purchase Order with Sterling Corporation, as the lowest responsible bidder meeting specifications.

APPROVED: *J. Smatz* 11/4/22

INSURANCE SECTION

REAL ESTATE TAXES AND
PROPERTY TAXES

(DATE)

2022 NOV 22 A 10:59

RECEIVED
CLERK OF THE LEGISLATIVE
NASSAU COUNTY

RULES RESOLUTION -2022

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO APPROVE ADDITIONAL FUNDING FOR A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND STERLING CORPORATION.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 90516-01281-009 for Helicopter Repairs, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that STERLING CORPORATION submitted the lowest responsible bid that meets all specifications for the product and/or services described in the said bid document, and was awarded a Blanket Purchase Order (the "BPO"); and

WHEREAS, the Commissioner is representing to the Rules Committee that the BPO with STERLING CORPORATION has reached a level of spending requiring oversight approval by the Rules Committee, as determined by the Commissioner of Shared Services; NOW, THEREFORE, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to approve additional funding for the said BPO with STERLING CORPORATION.

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-37-2022**
FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES
DATE: October 19, 2022
SUBJECT: RESOLUTION – NASSAU COUNTY POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO APPROVE OVERSIGHT (INCREASE AUTHORIZATION) FOR A BLANKET PURCHASE ORDER SO THAT THE TOTAL AUTHORIZATION SHALL BE ONE MILLION FOUR HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$1,475,000.00) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO STERLING CORPORATION, WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS, TO PROVIDE HELICOPTER REPAIRS.

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

Alexis & Malharne For Melissa
MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES *Gallucci*

MC: br

ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID PROPOSAL
(5) CERTIFICATE OF LIABILITY INSURANCE
(6) 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:
Aimee Del Bello [AIMEE.DELBELLO@STERLINGHELICOPTER.COM]

Dated: 09/13/2022 02:40:37 PM

Vendor: Sterling Corporation dba Sterling Helicopter

Title: HR Manager

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: 09/26/2022

1) Proposer's Legal Name: Sterling Corporation dba Sterling Helicopter

2) Address of Place of Business: 1226 River Road

City: Croydon State/Province/Territory: PA Zip/Postal Code: 19021

Country: US

Address: 801 S. Columbus Blvd, Pier 36 Suite 1

City: Philadelphia State/Province/Territory: PA Zip/Postal Code: 19147

Country: US

Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 118475342

5) Federal I.D. Number: 23-2298373

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

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

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

No conflict exists

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

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.

Although Sterling has never had a conflict of interest with any customer we support, and we do not anticipate a conflict with Nassau County, should one arise, we would remove the employee from the project or task.

- 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;

03/01/1984

- 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.

Philip C. Bidden, 87 South Dietz Mill Road, Telford, PA 18969 - Shareholder, President/CEO, Chairman
John M. Brown, Sr, 732 Front Street, Philadelphia, PA 19147 - Shareholder
Dawn M. Fithian, 29 Georgia Road, Pennsville, NJ 08070 - Shareholder, CFO, Treasurer
Jason M. Smith, 31 Wren Drive, Holland, PA 18966 - Shareholder, General Manager, Secretary

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

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

Philip C. Bidden, 87 South Dietz Mill Road, Telford, PA 18969 - Shareholder, President/CEO, Chairman
Dawn M. Fithian, 29 Georgia Road, Pennsville, NJ 08070 - Shareholder, CFO, Treasurer
Jason M. Smith, 31 Wren Drive, Holland, PA 18966 - Shareholder, General Manager, Secretary

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

PA

- v) The number of employees in the firm;

60

vi) Annual revenue of firm;

18500000

vii) Summary of relevant accomplishments

FAA Part 145 Repair Station, Bell Authorized Customer Support Facility for over 30 years, Pratt & Whitney Support Center, Garmin Service Center, Rolls Royce Aircraft Engine Support Center, Internal engineering department with PMA capabilities

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

1 File(s) Uploaded: Business License.pdf

B. Indicate number of years in business.

38

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

Sterling has been in business for 38 years and has provided maintenance repair and overhaul (MR&O) support to multiple law enforcement agencies. We have been a Bell Authorized CSF for over 30 years.

3 File(s) Uploaded: 2021 CSF Certificate.pdf, FAA.pdf, Garmin Bronze Award Cert.pdf

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

Company Pennsylvania State Police

Contact Person Rich Wienches

Address PO Box 69180

City Harrisburg

State/Province/Territory PA

Country US

Telephone (570) 956-0506

Fax #

E-Mail Address rwienches@pa.gov

Company Westchester County Police

Contact Person Brian Powers

Address Special Operations Division, Aviation Unit, 1 Sawmill Parkway

City Hawthorne

State/Province/Territory NY

Country US

Telephone (845) 590-3657

Fax #

E-Mail Address bsp1@westchestergov.com

Company Baltimore County Police

Contact Person Michael Whelan

Address 801 Wilson Point Road, Hanger 801

City Middle River

State/Province/Territory MD

Country US

Telephone (410) 812-2186

Fax #

E-Mail Address mawhelan@baltimorecountymd.gov

I, Aimee Del Bello , 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, Aimee Del Bello , 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: Sterling Corporation dba Sterling Helicopter

Electronically signed and certified at the date and time indicated by:
Aimee DelBello [AIMEE.DELBELLO@STERLINGHELICOPTER.COM]

HR Manager

Title

09/26/2022 09:19:28 AM

Date

COMMONWEALTH OF PENNSYLVANIA



Department of State

03/01/1995

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

STERLING CORPORATION

is duly incorporated under the laws of the Commonwealth of Pennsylvania and remains a subsisting corporation so far as the records of this office show, as of the date herein.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

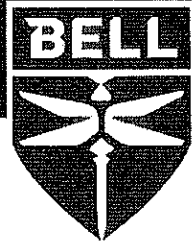
A handwritten signature in cursive script, appearing to read "Joseph A. Kestner".

ACTING

Secretary of the Commonwealth

CKEI

CUSTOMER SERVICE FACILITY



STERLING HELICOPTER

Croydon, Pennsylvania

Has satisfactorily met all specified requirements to qualify as a Bell
Approved Independent Customer Service Facility for the following Bell
helicopters:

Listed Products

Field Maintenance:	206A / 206B / 206L / 407 / 429 / 430 / 505
Component Overhaul:	206A / 206B / 206L / 407 / 430



Michael Thacker

Michael Thacker
Executive Vice President, Innovation &
Commercial Business

Effective: March 1, 2021

Expires: February 28, 2024

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number PN1R406K

This certificate is issued to

STERLING HELICOPTER

whose business address is

**1226 RIVER ROAD
CROYDON, PA 19021**

*upon finding that its organization complies in all respects
with the requirements of the Federal Aviation Regulations
relating to the establishment of an Air Agency, and is
empowered to operate an approved* **REPAIR STATION.**

with the following ratings:

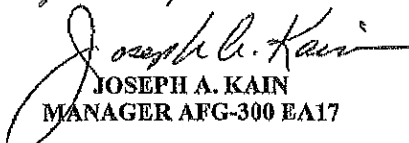
**LIMITED AIRFRAME (6/2/97)
LIMITED ENGINE (6/2/97)
LIMITED ACCESSORY (12/15/98)
LIMITED RADIO (8/15/07)**

*This certificate, unless canceled, suspended, or revoked,
shall continue in effect* **INDEFINITELY.**

Date issued:

JUNE 23, 1986

By direction of the Administrator


**JOSEPH A. KAIN
MANAGER AFG-300 EA17**

**This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION**

Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both

STERLING HELICOPTER REPAIR STATION CAPABILITIES LIST (10/26/2020)

Limited Rating	TC Holder	Make/Model	Series
Airframe	Agusta S.p.A.	A109	All
Airframe	Agusta S.p.A.	A119	All
Airframe	Agusta S.p.A.	AW139	All
Airframe	Agusta S.p.A.	AW169	N/A
Airframe	Airbus Helicopters	AS-350	All
Airframe	Airbus Helicopters	AS355	All
Airframe	Airbus Helicopters	AS-365	All
Airframe	Airbus Helicopters	EC120	B
Airframe	Airbus Helicopters	EC130	All
Airframe	Airbus Helicopters	EC155	All
Airframe	Airbus Helicopters Deutschland GmbH	EC135	All
Airframe	Airbus Helicopters Deutschland GmbH	MBB-BK 117	All
Airframe	Airbus Helicopters Deutschland GmbH	EC145 / H145	All
Airframe	Bell Helicopter Textron (Canada)	206	All
Airframe	Bell Helicopter Textron (Canada)	222	All
Airframe	Bell Helicopter Textron (Canada)	230	N/A
Airframe	Bell Helicopter Textron (Canada)	407	N/A
Airframe	Bell Helicopter Textron (Canada)	412	412, 412BP
Airframe	Bell Helicopter Textron (Canada)	427	N/A
Airframe	Bell Helicopter Textron (Canada)	429	N/A
Airframe	Bell Helicopter Textron (Canada)	430	N/A
Airframe	Bell Helicopter Textron (Canada)	505	N/A
Airframe	Hiller Aircraft	12E	N/A
Airframe	MD Helicopter Inc.	369	D/E/F/F/F
Airframe	MD Helicopter Inc.	500N	N/A
Airframe	MD Helicopter Inc.	600N	N/A
Airframe	MD Helicopter Inc.	MD900	All
Airframe	Scotts -- Bell 47 Inc.	47	All
Airframe	Sikorsky	S-76	All

Approved, Sterling Helicopter (GM):  Date: 10-26-2020

Table of Contents

Part A.

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
001 Issuance and Applicability	02/11/2016	01/24/2017	8
002 Definitions and Abbreviations	12/14/2017	01/29/2018	8
003 Ratings and Limitations	04/03/2017	01/29/2018	8
004 Summary of Special Authorizations and Limitations	09/23/1998	12/03/2008	3
007 Designated Persons	12/19/2006	12/06/2013	5
025 Electronic/Digital Recordkeeping System, Electronic/Digital Signature, and Electronic Media	04/03/2017	07/09/2020	2
449 Antidrug and Alcohol Misuse Prevention Program	07/17/2009	04/21/2011	4

A001 . Issuance and Applicability

HQ Control: 02/11/2016

HQ Revision: 05e

a. These operations specifications are issued to Sterling Helicopter , a Repair Station located in the United States, pursuant to 14 CFR Part 145, § 145.53. The repair station certificate holder shall conduct operations in accordance with 14 CFR Part 145 and these operations specifications.

The certificate holder's address:

Fixed Location:
1226 River Road
Croydon, Pennsylvania 19021

Mailing Address:
1226 River Road
Croydon, Pennsylvania 19021

b. The holder of these operations specifications is the holder of certificate number PN1R406K and shall hereafter be referred to as the "certificate holder".

c. These operations specifications are issued as part of this repair station certificate and are in effect as of the date approval is effective. This certificate and these operations specifications shall remain in effect until the certificate for a repair station that is located in the United States is surrendered, suspended, or revoked.

d. U.S./EU Aviation Safety Agreement Repair Station/Maintenance Organization Approvals not authorized.

e. The certificate holder is authorized to use only the business name which appears on the certificate to conduct the operations described in subparagraph a.

Delegated authorities: None

U.S. Department
of Transportation
Federal Aviation
Administration

Operations Specifications

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Michael Bauer on behalf of Griffin, Timothy E, Principal
Avionics Inspector (EA17)
[1] SUPPORT INFO: new non-mandatory template issued by HQ
[2] EFFECTIVE DATE: 1/24/2017, [3] AMENDMENT #: 8
DATE: 2017.01.24 12:41:42 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

A handwritten signature in black ink, appearing to read "Jason M. Smith", is written over a horizontal line.

Smith, Jason M, General Manager

1-26-2017

Date

A002 . Definitions and Abbreviations

HQ Control: 12/14/2017

HQ Revision: 05d

Unless otherwise defined in these operations specifications, all words, phrases, definitions, and abbreviations have identical meanings to those used in 14 CFR and 49 U.S.C., as cited in Public Law 103-272, as amended. Additionally, the definitions listed below are applicable to operations conducted in accordance with these operations specifications.

BASA	The Bilateral Aviation Safety Agreement (BASA) is an executive agreement concluded between the United States and a foreign country for the purpose of promoting aviation safety; also known as an Agreement for the Promotion of Aviation Safety.
Certificate Holder	In these operations specifications, the term "certificate holder" means the holder of the repair station certificate described in these operations specifications in Part A paragraph A001 and any of its officers, employees, or agents used in the conduct of operations under this certificate.
CAAS	Civil Aviation Authority of Singapore
CFR	Code of Federal Regulations
Class Rating	As used with respect to the certification, ratings, privileges of airframes, powerplants, propellers, radios, instruments, and accessories within a category having similar operating characteristics.
EASA	European Aviation Safety Agency
EASA Accountable Manager	The manager who has corporate authority for ensuring that all maintenance required by the customer can be financed and carried out to the standard required by the EASA full-member Authority.
EU	European Union
Exemption	An authorization that permits an alternate means of compliance with a specific CFR. The exemption must meet the procedural requirements of 14 CFR Part 11.
FOCA	Federal Office of Civil Aviation
FAA Accountable Manager	A person designated by the certificated repair station who is responsible for and has authority over all repair station operations that are conducted under 14 CFR Part 145, including ensuring that the repair station's personnel follow the regulations and serving as the primary contact with the FAA.

Geographic Authorization	Authorization provided to a repair station located outside the United States to perform maintenance support under contract for a U.S. air carrier (or an operator of U.S.- registered aircraft under 14 CFR Part 129) at a location other than the repair station's main facility. A geographic authorization is issued by the FAA to respond to a U.S. air carrier's or Part 129 foreign operator's need for maintenance at a station where the frequency and scope of that maintenance does not warrant permanently staffing and equipping the station for its accomplishment.
Limited Rating	A rating issued to repair stations for the performance of maintenance on particular makes and models of airframes, powerplants, propellers, radios, instruments, accessories, and/or parts.
Limited Ratings - Specialized Services	Rating issued for a special maintenance function when the function is performed in accordance with a specification approved by the Administrator.
Line Maintenance	Any unscheduled maintenance resulting from unforeseen events, or scheduled checks where certain servicing and/or inspections do not require specialized training, equipment, or facilities.
MAG	The Maintenance Annex Guidance (MAG) defines the process that the FAA and EASA undertake in the inspection, findings of compliance certification, and monitoring of repair stations, as well as their joint cooperation in quality assurance and standardization activities in support of the EASA Agreement, Annex 2, Maintenance. The term Maintenance Agreement Guidance (MAG) defines the processes and activities applicable to a specific country under an MIP, and is not associated with the EASA Agreement.
Maintenance	The inspection, overhaul, repair, preservation, and replacement of parts, but excludes preventive maintenance.
U.S./EU Aviation Safety Agreement, Annex 2, Maintenance	Annex 2 covers the reciprocal acceptance of findings of compliance, approvals, documentation and technical assistance regarding approvals and the monitoring of repair stations/maintenance organizations.
MIP	Maintenance Implementation Procedures (MIP) are procedures for implementing the provisions of a BASA that apply to maintenance performed under 14 CFR Part 145, Section 145.53(b).
MOE	A maintenance organization exposition (MOE) pertains to procedural manuals used by maintenance organizations certificated by a foreign country. The MOE along with the FAA Supplement, sets forth the structure and procedures of the repair station to meet the requirements of 14 CFR Part 145 under a MIP.

**Preventive
Maintenance**

As defined in 14 CFR part 1 and part 43 appendix A,
subparagraph (c).

QCM

Quality Control Manual

**Repair Station located
in the United States**

A FAA certificated repair station located in the United States.

**Repair Station located
outside the United
States**

A FAA certificated repair station located outside of the United States.

RSM

Repair Station Manual

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Michael Bauer on behalf of Griffin, Timothy E, Principal
Avionics Inspector (EA17)

[1] SUPPORT INFO: New non-mandatory revision

[2] EFFECTIVE DATE: 1/29/2018, [3] AMENDMENT #: 8

DATE: 2018.01.29 12:10:12 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

A handwritten signature in black ink, appearing to read "Jason M. Smith".

Smith, Jason M, General Manager

2-1-2018

Date

A003 . Ratings and Limitations

HQ Control: 04/03/2017

HQ Revision: 01a

The certificate holder is authorized the following Ratings and/or Limitations:

Class Ratings

None

Limited Ratings

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
Airframe	From the Capability List, as amended.	From the Capability List, as amended.	Rotorcraft Only
Airframe	All	All Aircraft	Altimeter System Test and Inspection I/A/W 14 CFR Part 43, Appendix E. Rotorcraft Only
Engines			Maintenance (excluding overhaul and hot section maintenance) is limited to engines installed on aircraft listed in the airframe ratings / Capability List, as amended.
Radio - RADAR	All	Transponders all Makes all Models	System Test and Inspection I/A/W 14 CFR Part 43, Appendix F. Rotorcraft Only.
Radio - Communications	Artex	406- Series B, C, G Models	ELT Battery Pack Replacement, Registration Information Programming (using ETS/P Handheld Programmer), Test and Inspect as authorized by and in accordance with the current manufacturers' maintenance manuals or other approved data.
Accessories - Electrical	Marathon	All series	Nickel Cadmium aircraft batteries.
	Saft	All series	Nickel Cadmium aircraft batteries.

Limited Ratings - Specialized Services

U.S. Department
of Transportation
Federal Aviation
Administration

Operations Specifications

Rating

None Authorized.

Specifications

Limitations

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Michael Bauer on behalf of Griffin, Timothy E, Principal
Avionics Inspector (EA17)
[1] SUPPORT INFO: non-mandatory revision
[2] EFFECTIVE DATE: 1/29/2018, [3] AMENDMENT #: 8
DATE: 2018.01.29 12:13:21 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

A handwritten signature in black ink, appearing to read "Jason M. Smith".

Smith, Jason M, General Manager

2-1-2018

Date

A004. Summary of Special Authorizations and Limitations

HQ Control: 9/23/1998
HQ Revision: 010

a. The certificate holder, in accordance with the reference paragraphs, is authorized to:

	<u>Reference Paragraphs</u>
Use an approved electronic recordkeeping system, electronic/digital signature, and/or electronic media.	A025
Conduct operations choosing to have an antidrug and alcohol misuse prevention program.	A449
Perform work, excluding continuous operations, at additional locations other than at its primary Fixed Location.	D100

b. The certificate holder is *not authorized* and *shall not*:

Use Exemptions.	A005
Perform maintenance with NAA ratings where the scope of work is authorized by a BASA/MIP.	A060
Perform work, including continuous operations, at additional locations other than at its primary fixed location.	A101
Perform maintenance in accordance with foreign repair station geographic authorizations.	B050
Perform line maintenance for cert. holders conducting operations under Parts 121 and 135 and for foreign carriers/persons operating U.S. registered aircraft in common carriage under Part 129, apart from D100 which authorizes that work away from station.	D107

1. The Certificate Holder applies for the Operations in this paragraph.
2. Support information reference: Request name change to Sterling Helicopter and add A025 to authorization.
3. These Operations Specifications are approved by direction of the Administrator.


Moore, David C.

Principal Maintenance Inspector

EA17

4. Date Approval is effective: 12/3/08

Amendment Number: 3

5. I hereby accept and receive the Operations Specifications in this paragraph.


Bidden, Philip C

FAA Accountable Manager, 145

Date: 12/3/08

A007 . Designated Persons

HQ Control: 12/19/2006

HQ Revision: 030

a. The personnel listed in the following table are designated to officially apply for and receive operations specifications for the certificate holder indicated below.

Table 1 – Designated Persons to Apply for and Receive Authorizations

Title	Name	Parts Authorized
FAA Accountable Manager, 145 / General Manager	Smith, Jason M	A,D
Compliance Officer	Evans, Robert K. Jr.	A,D

b. The following personnel listed in Table 2 are designated by the certificate holder to receive Information for Operators (INFO) messages for the certificate holder as indicated below. A receipt for the information by an operator or person is not required.

Table 2 – Designated to Receive INFO Messages

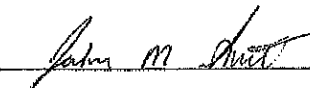
Name	Email Address	Telephone No.	Type of Information to Receive
Jason M Smith	jason.smith@sterlinghelicopter.com	215-271-2510	ALL
Robert K. Evans Jr.	bob.evans@sterlinghelicopter.com	215-271-2510	ALL

1. The Certificate Holder applies for the Operations in this paragraph.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Gregory J Mihalyak on behalf of Jaeger, Kirk P, Principal
Maintenance Inspector (EA17)
[1] SUPPORT INFO: Designated Personnel Change
[2] EFFECTIVE DATE: 12/6/2013, [3] AMENDMENT #: 5
DATE: 2013.12.06 08:17:31 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.



Smith, Jason M, General Manager

12/6/2013

Date

**A025 . Electronic/Digital Recordkeeping System,
Electronic/Digital Signature, and Electronic Media**

HQ Control: 04/03/2017

HQ Revision: 00b

- a. The certificate holder is authorized to use an acceptable electronic/digital recordkeeping system, described and/or referenced in this paragraph (if none, enter N/A.)

Repair Station Operations Manual SOP 9-1

- b. The certificate holder is authorized the use of the following electronic/digital signature procedures (if none, enter "N/A").

Repair Station Operations Manual SOP 9-1

- c. The certificate holder is authorized to use electronic media for the repair station and quality control manuals, if acceptable (if none, enter "N/A").

Repair Station Operations Manual and Training Manual SOP 1-2 ,1-3 and 9-1

1. Issued by the Federal Aviation Administration.

2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Michael Bauer, Principal Avionics Inspector (EA17)

[1] SUPPORT INFO: Amended to include electronic recordkeeping and electronic signatures

[2] EFFECTIVE DATE: 7/9/2020, [3] AMENDMENT #: 2

DATE: 2020.07.09 06:15:13 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

A handwritten signature in black ink, appearing to read "Jason M. Smith", is written over a horizontal line.

Jason M Smith, General Manager

07/09/2020

Date

A449 . Antidrug and Alcohol Misuse Prevention Program

HQ Control: 07/17/2009

HQ Revision: 00a

- a. The Part 145 repair station certificate holder has elected to implement an Antidrug and Alcohol Misuse Prevention Program, because the certificate holder performs safety-sensitive functions for a 14 CFR Part 121, and 135 certificate holder and/or for a 14 CFR Part 91 operator conducting operations under Section 91.147.
- b. The certificate holder certifies that it will comply with the requirements of 14 CFR Part 120 and 49 CFR Part 40 for its Antidrug and Alcohol Misuse Prevention Program.
- c. Antidrug and Alcohol Misuse Prevention Program records are maintained and available for inspection by the FAA's Drug Abatement Compliance and Enforcement Inspectors at the location listed in Table 1 below:

Table 1

	Location & Telephone of Antidrug and Alcohol Misuse Prevention Program Records:
Telephone Number:	A1 (215) 271-2510
Address:	1226 River Road
Address:	
City:	Croydon
State:	PA
Zip code:	19021

d. Limitations and Provisions.

- (1) Antidrug and Alcohol Misuse Prevention Program inspections and enforcement activity will be conducted by the Drug Abatement Division. Questions regarding these programs should be directed to the Drug Abatement Division.
- (2) The certificate holder is responsible for updating this operations specification when any of the following changes occur:
 - (a) Location or phone number where the Antidrug and Alcohol Misuse Prevention Program Records are kept.
 - (b) If the certificate holder's number of safety-sensitive employees goes to 50 and above, or falls below 50 safety-sensitive employees.
- (3) The certificate holder with 50 or more employees performing a safety-sensitive function on January 1 of the calendar year must submit an annual report to the Drug Abatement Division of the FAA.
- (4) The certificate holder with fewer than 50 employees performing a safety-sensitive function on January 1 of any calendar year must submit an annual report upon request of the Administrator, as specified in the regulations.

The certificate holder has fewer than 50 safety-sensitive employees.

U.S. Department
of Transportation
Federal Aviation
Administration

Operations Specifications

1. The Certificate Holder applies for the Operations in this paragraph.
2. Support information reference:
3. These Operations Specifications are approved by direction of the Administrator.



2011.04.21 14:12:16 Central Daylight Time
Location: WebOPSS
Digitally signed by Kirk P Jaeger, Principal
Maintenance Inspector (EA17)

4. Date Approval is effective: 04/21/2011 Amendment Number: 4
5. I hereby accept and receive the Operations Specifications in this paragraph.

Bidden, Philip C, General Manager

2011.04.21 14:08:46 Central Daylight Time
Location: WebOPSS
Digitally signed by Kirk P Jaeger on behalf of
Bidden, Philip C, General Manager

A handwritten signature in black ink, appearing to read "Philip C. Bidden", written over a horizontal line.

Date: 04/21/2011

Table of Contents

Part D

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
100 Work to be Performed at a Place Other Than the Repair Station Fixed Location(s)	11/16/2004	12/03/2008	3

D100. Work to be Performed at a Place Other Than the
Repair Station Fixed Location(s)

HQ Control: 11/16/04
HQ Revision: 050

- a. The certificate holder may perform work at a place other than its Fixed Location (as listed in paragraph A001, and paragraph A101 if issued, of these operations specifications) provided it has the facilities, material, equipment and technical personnel to perform the work authorized in the following table.

Table 1

Work Authorized	Repair Stations Manual References	Quality Control Manual References
All work for which the repair station is rated for.	Sterling Helicopter Repair Station Operations Manual SOP 4-4.	Sterling Helicopter Repair Station Operations Manual SOP 4-4.

- b. The certificate holder may not perform continuous operation at a facility other than the station's Fixed Location listed in paragraph A001, and paragraph A101 if issued.
- c. Line Stations. Privileges of a line station, as set forth by the EASA certificate and scope of work and located within the country where the main facility is domiciled are listed in Table 1 are authorized.
- d. Work may be due to a special circumstance or on a recurring basis. If on a recurring basis, the repair station must have procedures in its manual.

1. The Certificate Holder applies for the Operations in this paragraph.
2. Support information reference: Name change
3. These Operations Specifications are approved by direction of the Administrator.


Moore, David C.

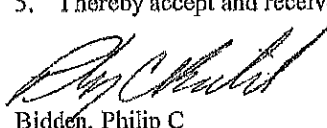
Principal Maintenance Inspector

EA17

4. Date Approval is effective: 12/3/08

Amendment Number: 3

5. I hereby accept and receive the Operations Specifications in this paragraph.


Bidden, Philip C

FAA Accountable Manager, 145

Date: 12/3/08



1200 East 151st Street
Olathe, Kansas 66062
P: 913-397-8200 F: 913-397-8282

September 10, 2020

Congratulations to You: A Bronze Garmin Aviation Distributor

Congratulations for a great year and your excellent performance as a Garmin distributor in 2019. Garmin has created the Bronze Award to recognize our top performing aviation distributors, and we are pleased to present this Bronze Achievement Award to you.

A Bronze Achievement Award represents a level of sales performance, technical expertise, and customer service that distinguishes your business among other Garmin Aviation Distributors. These awards are earned by less than a third of Garmin distributors worldwide, so it is an award we hope you will be proud to display prominently in your place of business.

As Garmin continues to develop innovative, world-class products, we recognize that our success also depends on our network of excellent avionics distributors. Thank you for your dedication to our mutual customers.

Please accept the accompanying plaque as our token of appreciation for your efforts and success.

Sincerely,

A handwritten signature in cursive script that reads "Jim Alpis".

Jim Alpis
Director, Aviation Aftermarket Sales

COUNTY OF NASSAU

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

1. Name of the Entity: Sterling Corp dba Sterling Helicopter

Address: 1226 River Road

City: Croydon State/Province/Territory: PA Zip/Postal Code: 19021

Country: US

2. Entity's Vendor Identification Number: 23-2298373

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

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

1 File(s) uploaded: Ownership and Officer List.pdf

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

If none, explain.

1 File(s) uploaded: Ownership and Officer List.pdf

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 ar

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:

Aimee DelBello [AIMEE.DELBELLO@STERLINGHELICOPTER.COM]

Dated: 09/27/2022 10:26:29 am

Title: HR Manager

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.

Shareholder/Officer List
Sterling Corporation dba Sterling Helicopter
Date of Incorporation: March 1, 1984

Philip C. Bidden DOB 3/14/52
87 South Dietz Mill Road, Telford, PA 18969
Shareholder
Corporate Officer Title: President, Chairman
19.5

John M. Brown, Sr DOB 4/28/28
732 Front Street, Philadelphia, PA 19147
Shareholder
51

Dawn M. Fithian DOB 4/9/71
13 Parkwood Road, Pennsville, NJ
08070 Shareholder
Corporate Officer Title: Treasurer
10

Jason M. Smith DOB 3/31/83
31 Wren Drive, Holland, PA 18966
Shareholder
Corporate Officer Title: Secretary
19.5

Shareholder/Officer List
Sterling Corporation dba Sterling Helicopter
Date of Incorporation: March 1, 1984

Philip C. Bidden DOB 3/14/52
87 South Dietz Mill Road, Telford, PA 18969
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08070 Shareholder
Corporate Officer Title: Treasurer
10

Jason M. Smith DOB 3/31/83
31 Wren Drive, Holland, PA 18966
Shareholder
Corporate Officer Title: Secretary
19.5

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: Philip C. Bidden
Date of birth: 03/14/1952
Home address: 87 South Dietz Mill Road
City: Telford State/Province/Territory: PA Zip/Postal Code: 18969
Country: US

Business Address: 1226 River Road
City: Croydon State/Province/Territory: PA Zip/Postal Code: 19021
Country: US
Telephone: 215-271-2510

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>01/01/2016</u>	Treasurer	_____
Chairman of Board	<u>06/01/2020</u>	Shareholder	<u>08/01/2016</u>
Chief Exec. Officer	<u>08/01/2016</u>	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.

19.5% 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.

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, Philip C Bidden , 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, Philip C Bidden , 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.

Sterling Corporation dba Sterling Helicopter

Name of submitting business

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

Philip C Bidden [PHIL@STERLINGHELICOPTER.COM]

President / CEO

Title

09/26/2022 09:02:00 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: John M. Brown
Date of birth: 04/28/1928
Home address: 732 Front Street
City: Philadelphia State/Province/Territory: PA Zip/Postal Code: 19147
Country: US

Business Address: 1226 River Road
City: Croydon State/Province/Territory: PA Zip/Postal Code: 19021
Country: US
Telephone: 215-271-2510

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>03/01/1984</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>03/01/1984</u>
Chief Exec. Officer	<u>03/01/1984</u>	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.

51%

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, John M Brown , 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.

Sterling Corporation dba Sterling Helicopter

Name of submitting business

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

John M Brown [JBROWNSTERCORP@GMAIL.COM]

Shareholder

Title

09/27/2022 01:02:04 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: Dawn M. Fithian
Date of birth: 04/09/1971
Home address: 13 Parkwood Rd
City: Pennsville State/Province/Territory: NJ Zip/Postal Code: 08070
Country: US

Business Address: 1226 River Road
City: Croydon State/Province/Territory: PA Zip/Postal Code: 19021
Country: US
Telephone: 215-271-2510

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: US
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>08/01/2016</u>
Chairman of Board	_____	Shareholder	<u>08/01/2016</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	<u>01/01/1997</u>	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

10% Shareholder

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Dawn M Fithian , 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, Dawn M Fithian , 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.

Sterling Corporation dba Sterling Helicopter

Name of submitting business

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

Dawn M Fithian [DFITHIAN@STERLINGHELICOPTER.COM]

CFO/Treasurer

Title

09/13/2022 03:17:00 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: Jason M. Smith
Date of birth: 03/31/1983
Home address: 31 Wren Drive
City: Holland State/Province/Territory: PA Zip/Postal Code: 18966
Country: US
- Business Address: 1226 River Road
City: Croydon State/Province/Territory: PA Zip/Postal Code: 19021
Country: US
Telephone: 215-271-2510
- Other present address(es):
City: Croydon State/Province/Territory: PA Zip/Postal Code: 19021
Country: US
Telephone: 2152712510

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>08/01/2016</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.

19.5% 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.

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, Jason Smith , 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, Jason Smith , 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.

Sterling Corporation dba Sterling Helicopter

Name of submitting business

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

Jason Smith [JASON.SMITH@STERLINGHELICOPTER.COM]

Secretary / General Manager

Title

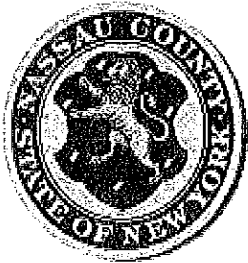
09/26/2022 08:51:06 AM

Date

FORMAL SEALED BID

PROPOSAL

STATE OF NEW YORK



COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT
OFFICE OF PURCHASING, 1 WEST STREET,
NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
90516-01281-009

Dated: 01/14/21

BID OPENING DATE
01/28/21
11:00 A.M. E.S.T.

BUYER
Anette Sullivan

TELEPHONE
516 571 6103

REQUISITION NUMBER

OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Helicopter Repairs

JAN 28 2021

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

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED ITEMS AND 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.

DELIVERY MADE TO:
NCPD Aviation Unit
101 Grumman Rd. West
Bethpage, NY 11714
516-573-4000 Lt. Grella

GUARANTEED DELIVERY DATE

7 (seven) DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
23-2298373

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER Sterling Corporation dba Sterling Helicopter

ADDRESS 1226 River Road

CITY Croydon STATE PA ZIP CODE 19021 TELEPHONE 215-271-2510

SIGNATURE OF AUTHORIZED INDIVIDUAL

Philip C. Bidden, President/CEO
PRINT OR TYPE NAME OF SIGNER AND TITLE

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

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.

4. PRICES The provisions of the New York State Fair Trade Law (Fid-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.

OPENED 11 AM

APNC 21/39

AS

3/12/21

5 E



BLANKET PURCHASE ORDER
County of Nassau
STATE OF NEW YORK
OFFICE OF PURCHASING

The following blanket order ID number **MUST** appear on all packages, invoices, claims, and correspondence.

BLANKET PURCHASE ORDER

BPO ID: BPNC21000039

PRINT DATE: 01/19/2022

PAGE: 01

TO CONTRACTOR:

232298373

STERLING CORPORATION

1226 RIVER ROAD

CROYDON

PA 19021-

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS

CONCERNING THIS ORDER TO:

SULLIVAN, ANNETTE 1-1603

(516) 571-1603

ITB ID	F.O.B. POINT	EXPIRATION DATE	EFFECTIVE DATE	DISCOUNT TERMS
	DESTINATION	03/11/2023	03/12/21	0% NET

TERMS:

TITLE: HELICOPTER REPAIRS

AUTHORITY: AWARDED UNDER S/B # 90516-01281-009 AFTER PUBLISHED NOTICE

BUYER: ANETTE SULLIVAN

REPLACES: BPNC16000050

PARTICIPATION BY POLITICAL SUBDIVISIONS:

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

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
------	--------------	--------------	-----	-----------

EXCISE AND SALES TAXES: 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 VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

WARNING TO VENDOR: Do not deliver goods or render services from a delivery order issued against this blanket order unless those goods or services are authorized in this blanket order. Nassau County will not be responsible for payment of unauthorized items.

SEND ALL CORRESPONDENCE FOR ABOVE TO:

OFFICE OF PURCHASING

ONE WEST STREET, MINEOLA, NEW YORK 11501

William A. Mallick
DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE
WITHIN DOORS OF SPECIFIED
DESTINATION

CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.
2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.
3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.
4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.
5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.
6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do not conform to description or specification on the order.
7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.
9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.
10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
11. This order may not be assigned, transferred or in any way disposed of by the vendor without first having obtained written approval thereof from the County of Nassau.
12. The vendor warrants that he is not in arrears to the County of Nassau upon any debt or contract, and that he has not been in default and is not in default as surety, contractor or otherwise.
13. Upon the vendor's 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, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 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 ordinance's 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 thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.
14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney.



BLANKET PURCHASE ORDER
County of Nassau
STATE OF NEW YORK
OFFICE OF PURCHASING

The following blanket order ID number **MUST** appear on all packages, invoices, claims, and correspondence.

BLANKET PURCHASE ORDER

BPO ID: BPNC21000039 PRINT DATE: 01/19/2022 PAGE: 02

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
1	905-16		EA	79.5000

AIRPLANES, HELICOPTERS ACCESSORIES MAINTENANCE & REPAIRS

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

MINIMUM/CALL OUT CHARGE (IF ANY) NONE

REGULAR HOURLY RATE \$79.50

2	905-16		EA	20.0000
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AIRPLANES, HELICOPTERS ACCESSORIES MAINTENANCE & REPAIRS

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

EACH ADDITIONAL QUARTER HOUR \$20.00

3	905-16		EA	
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AIRPLANES, HELICOPTERS ACCESSORIES MAINTENANCE & REPAIRS

TRAVEL TIME \$79.50 PER HOUR

MILEAGE .85 PER MILE

4	905-16		EA	
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AIRPLANES, HELICOPTERS ACCESSORIES MAINTENANCE & REPAIRS

MANUFACTURER'S LIST PRICE (MLP) LESS 8%

COST PLUS 10%

5	905-16		EA	119.2500
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AIRPLANES, HELICOPTERS ACCESSORIES MAINTENANCE & REPAIRS

OVERTIME RATE: ALL OTHER TIMES (AFTER 5:00 P.M. OR BEFORE 9:00 A.M.

MONDAY THROUGH FRIDAY, OR ANY TIME ON SATURDAY OR SUNDAY.

MINIMUM CHARGE NONE

REGULAR HOURLY RATE \$119.25

6	905-16		EA	30.0000
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AIRPLANES, HELICOPTERS ACCESSORIES MAINTENANCE & REPAIRS

OVERTIME RATE: ALL OTHER TIMES (AFTER 5:00 P.M. OR BEFORE 9:00 A.M.

MONDAY THROUGH FRIDAY, OR ANY TIME ON SATURDAY OR SUNDAY.

EACH ADDITIONAL QUARTER HOUR \$30.00

EXCISE AND SALES TAXES: 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 VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

WARNING TO VENDOR: Do not deliver goods or render services from a delivery order issued against this blanket order unless those goods or services are authorized in this blanket order. Nassau County will not be responsible for payment of unauthorized items.

SEND ALL CORRESPONDENCE FOR ABOVE TO:

OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

**DIRECTOR
OFFICE OF PURCHASING**

**DELIVERY MUST BE MADE
WITHIN DOORS OF SPECIFIED
DESTINATION**

CONDITIONS GOVERNING THIS ORDER

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2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.
3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.
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5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.
6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do not conform to description or specification on the order.
7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.
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BLANKET PURCHASE ORDER
County of Nassau
STATE OF NEW YORK
OFFICE OF PURCHASING

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BLANKET PURCHASE ORDER

BFO ID: BPNC21000039 PRINT DATE: 01/19/2022 PAGE: 03

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST

7	962-86		LOT	
	TRANSPORTATION OF GOODS, DRAYAGE, FREIGHT, SHIPPING AND HANDLING.			
			FREIGHT TO SHIP PARTS TO MANUFACTURER FOR REPAIR	50.00
			PICK UP FOR FREIGHT SHIPPING OR AOG (AVIATION ON GROUND)	50.00
8	905-16		EA	1,033.5000
	AIRPLANES, HELICOPTERS ACCESSORIES MAINTENANCE & REPAIRS			
	PROFESSIONALLY CLEAN AND DETAIL BOTH THE INTERIOR AND EXTERIOR OF AIRCRAFT DURING THE AIRCRAFT ANNUAL INSPECTION/MAINTENANCE VISIT AT THE MAINTENACE FACILITY			

END OF ITEM LIST -----				

TERMS:

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

WORK TO BE PERFORMED FOR: NASSAU COUNTY POLICE DEPARTMENT
AVIATION UNIT GRUMMAN AIRPORT
SOUTH OYSTER BAY ROAD
BETHPAGE, N.Y. 11714

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

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

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EXCISE AND SALES TAXES: 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 VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

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DIRECTOR
OFFICE OF PURCHASING

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BLANKET PURCHASE ORDER
County of Nassau
STATE OF NEW YORK
OFFICE OF PURCHASING

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BLANKET PURCHASE ORDER

BPO ID: BPNC21000039

PRINT DATE: 01/19/2022

PAGE: 04

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

TERMINATION: THE COUNTY RESERVES THE RIGHT TO CANCEL THIS BLANKET PURCHASE ORDER BY GIVING NOT LESS THAN THIRTY (30) DAYS WRITTEN NOTICE THAT, ON OR AFTER A DATE THEREIN SPECIFIED, THE CONTRACT SHALL BE DEEMED TERMINATED AND CANCELLED.

PAYMENT: A CERTIFIED INVOICE, OR A COUNTY CLAIM FORM TO WHICH THE INVOICE IS ATTACHED, SHALL BE SUBMITTED IN ARREARS, DIRECTLY TO THE USING AGENCY, SUPPORTED BY VOUCHERS SIGNED BY AGENCY PERSONNEL ATTESTING TO THE SATISFACTORY COMPLETION OF THE REQUIRED SERVICES AS SPECIFIED.

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

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

CLAIMANT NAME

DATE

BY (SIGNATURE)

TITLE

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

PRICES: Shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or materials costs may be considered, provided they are based on certified labor contracts, uncontrollable material costs which can be verified in national publications, or other increases auditable by the County. The burden of proof for such increases shall be upon the contractor and shall be formally directed to the Director. The decision as to whether or not such increases will be granted shall be made by the Director and shall be final. In the event an increase is not granted when

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DIRECTOR
OFFICE OF PURCHASING

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CONDITIONS GOVERNING THIS ORDER

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County of Nassau
STATE OF NEW YORK
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BLANKET PURCHASE ORDER

BPO ID: BPNC21000039

PRINT DATE: 01/19/2022

PAGE: 05

requested, the contractor may elect to continue at the bid prices or give written notice of termination, upon receipt of which the Blanket Purchase Order will be rebid.

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

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

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

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, its agents, officers and employees from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County, and provided,

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13. Upon the vendor's 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, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 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 ordinance's 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 thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.
14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney.





BLANKET PURCHASE ORDER
County of Nassau
STATE OF NEW YORK
OFFICE OF PURCHASING

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BLANKET PURCHASE ORDER

BPO ID: BPNC21000039

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further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

INSURANCE AND WORKERS COMPENSATION:

1. The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of this contract, a policy of comprehensive and general liability insurance on which vendor and County are each named insureds, including, but not limited to, the torts and negligence of vendor's personnel, with a combine single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence, all at vendor's sole cost and expense.
2. The vendor shall comply with all provisions of the Worker's Compensation Law, and shall furnish a certificate showing evidence of current coverage.
3. All insurance coverage as stipulated herein shall be subject to the approval of the Division of Real Estate and Insurance of the County of Nassau.
4. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY BE CAUSE FOR CANCELLATION OF THE BLANKET PURCHASE ORDER/PURCHASE ORDER.

INSURANCE COVERAGE: Evidence of Liability and Workman's Compensation coverage is an integral part of this contract, and such evidence is to be sent within Ten (10) business days after the receipt of this Blanket Purchase Order/Purchase Order, or such earlier time as requested by the County, to this Office to the attention of

ATTN: ANETTE SULLIVAN BPNC21000039
Nassau County Office of Purchasing
1 WEST STREET
NORTH ENTRANCE
MINEOLA, NY 11501

Forms such as the ACCORD 25-S or the U-26.3 must list the Blanket or Purchase Order Number and the buyers name>

ANY BLANKET PURCHASE ORDER ISSUED AS A RESULT OF THIS BID WILL ESTABLISH TERMS AND CONDITIONS PURSUANT TO WHICH CERTAIN MATERIALS
<< CONTINUED, NEXT PAGE >>

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SEND ALL CORRESPONDENCE FOR ABOVE TO:
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ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE
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8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.
9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.
10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
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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 UNDER NO OBLIGATION WHATSOEVER TO ISSUE SUCH DELIVERY ORDERS. THE BLANKET PURCHASE ORDER SHALL NOT APPLY IN ANY WAY TO ITEMS OF MATERIAL OR SERVICE DEEMED BY THE COUNTY IN ITS SOLE DISCRETION TO BE EXTRAORDINARY OR INVOLVE ANY SPECIAL CONDITIONS, QUANTITIES, CIRCUMSTANCES OR COMPLEXITIES.

ACCESS CLAUSE: IF ANY PROVISION OF SECTION 952 OF THE OMNIBUS RECONCILIATION ACT OF 1980 (PL-96-499) IS FOUND BY A BODY OF COMPETENT JURISDICTION TO BE APPLICABLE TO THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL MAKE AVAILABLE UPON WRITTEN REQUEST BY THE SECRETARY OF HEALTH & HUMAN SERVICES, OR BY THE CONTROLLER GENERAL OF THE GENERAL ACCOUNTING OFFICE, OR ANY OF THEIR DULY AUTHORIZED REPRESENTATIVES, A COPY OF THIS CONTRACT AND ANY EXECUTED AMENDMENTS THERETO, DOCUMENTS WHICH RELATE TO THE CALCULATION OF THE CHARGES STATED IN THE CONTRACT AND COPIES OF SERVICE REPORTS DOCUMENTING SERVICES PERFORMED. SUCH RECORDS WILL BE AVAILABLE IN ACCORDANCE WITH THE ABOVE FOR THE PERIOD OF SIX (6) YEARS AFTER THE FURNISHING OF ANY OF THE SERVICES DESCRIBED IN THIS CONTRACT.

GENERAL CONDITIONS (REPAIRS):

ALL REPAIRS TO BE MADE IN ACCORDANCE WITH "OSHA" SAFETY REQUIREMENTS. CONTRACTOR WILL FURNISH ALL LABOR, MATERIALS, TRANSPORTATION, TOOLS, INSTRUMENTATION, PARTS AND ACCESSORIES NECESSARY TO REPAIR AND RESTORE THE EQUIPMENT TO OPTIMUM OPERATING CONDITION.

ALL CONTRACTOR PERSONNEL ASSIGNED TO ANY REQUIREMENT OF A CONTRACT ESTABLISHED MUST BE FULLY QUALIFIED AND COGNIZANT OF THE REQUIRED AND APPLICABLE ELECTRICAL CODES AND SAFETY REQUIREMENTS, AND MUST ADHERE TO THEM.

ALL PARTS SUPPLIED MUST MATCH AND INTER-MEMBER WITHOUT MODIFICATION TO THE DESIGNATED EQUIPMENT, AND MUST BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE MANUFACTURER OF THE PART TO BE REPLACED. EXCEPT AS OTHERWISE SPECIFIED, ALL CONTRACT REQUIREMENTS WILL BE PERFORMED AT THE SITE AS REQUIRED.

ANY REQUIREMENT TO REMOVE ANY PART OF THE EQUIPMENT OR SYSTEM(S) TO CONTRACTOR'S SHOP, MUST BE APPROVED BY AN AUTHORIZED AGENCY REPRESENTATIVE. NASSAU COUNTY SHALL SUPPLY ALL UTILITIES WHICH ARE
<< CONTINUED, NEXT PAGE >>

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**DIRECTOR
OFFICE OF PURCHASING**

**DELIVERY MUST BE MADE
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8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.
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AVAILABLE ON LOCATION INSOFAR AS COMPATIBILITY REQUIREMENTS PERMIT.
ALL REQUIREMENTS PERFORMED BY THE CONTRACTOR WILL BE SUBJECT TO
INSPECTION AND APPROVAL BY AN AUTHORIZED DESIGNATED REPRESENTATIVE OF
NASSAU COUNTY.

EMPLOYEES OF THE CONTRACTOR WHILE ON SERVICE CALL SHALL CARRY
IDENTIFICATION BADGE OR CARD AND SHALL BE INSTRUCTED TO SUBMIT SAME TO
SCRUTINY UPON REQUEST OF SECURITY OR SUPERVISORY PERSONNEL OF NASSAU
COUNTY.

PARTS:

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

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY
Vendor agrees, if requested, to provide the User Agency, the County
Comptroller, or authorized representative of the Office of Purchasing
with copies of such manufacturer's list prices.

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

LABOR: _____ DAYS

BIDDERS (CONTRACTORS) ARE HEREBY ADVISED THAT TO INSURE AND FACILITATE
PAYMENT, THE FOLLOWING INFORMATION MUST ACCOMPANY THE CONTRACTOR'S
CLAIM:

1. TIME SHEET SIGNED BY AUTHORIZED COUNTY PERSONNEL. TIME SHEETS
SHALL SHOW TRAVEL TIME, IF ANY, TIME OF ARRIVAL, TIME OF DEPARTURE
AND HOURS WORKED.

2. DETAILS OF PARTS USED:

IF PARTS USED ARE REGULARLY CARRIED IN STOCK AND MANUFACTURER'S
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

<< CONTINUED, NEXT PAGE >>

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PAYMENT.

Appendix EE:

Equal Employment Opportunities For Minorities and Women

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations & rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such employment agency labor union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBE's") as defined in Section 101 of Local Law No.14-2002 including the granting of Subcontracts.

(e) The contractor shall, in its advertisements and solicitations
<< CONTINUED, NEXT PAGE >>

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BLANKET PURCHASE ORDER

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tions for Subcontractors, indicate its interest in receiving bids from Certified M/WBE's and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

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

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

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

EXCISE AND SALES TAXES: 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 VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

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OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE
WITHIN DOORS OF SPECIFIED
DESTINATION

CONDITIONS GOVERNING THIS ORDER

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3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.
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8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.
9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.
10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
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13. Upon the vendor's 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, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 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 ordinance's 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 thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.
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is considered breach of the County Contract.

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

(a) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No.14-2002, This Appendix EE or any other contractual provisions included in furtherance of Local Law No.14-2002, the Executive Director will try to resolve the matter.

(b) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

(c) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the impositions of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended, impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.

The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law rules ("CPLR").

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

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

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

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

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

As used in this Appendix EE the following term meanings shall apply:

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

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

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

"County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review the bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

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- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBES to participate effectively, to the extent practicable given the time frame of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBES, and that M/WBES were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

"Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

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

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring
<< CONTINUED, NEXT PAGE >>

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1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.
2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.
3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.
4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.
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6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do not conform to description or specification on the order.
7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.
9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.
10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
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13. Upon the vendor's 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, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 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 ordinance's 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 thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.
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BLANKET PURCHASE ORDER
County of Nassau
STATE OF NEW YORK
OFFICE OF PURCHASING

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BLANKET PURCHASE ORDER

BPO ID: BPNC21000039

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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. 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 TERMS CONDITIONS AND SPECIFICATIONS INCLUDED IN THE FORMAL SEALED BID NUMBERED 90516-01281-009 DATED JANUARY 28, 2021 ARE INCORPORATED BY REFERENCE IN THIS BLANKET ORDER.

SPECIFICATIONS/GENERAL

NC WILL BE RESPONSIBLE FOR ITEMS SHIPPED THAT ARE UNDER \$100.00. ITEMS WILL BE SHIPPED UPS OR FEDEX BY THE CO. THE CONTRACTOR WILL PAY FOR THE RETURN SHIPPING. IF ITEM(S) ARE OVER \$100.00, THE CONTRACTOR WILL ARRANGE FOR SHIPPING IN BOTH DIRECTIONS. HE WILL BE RESPONSIBLE FOR THE EQUIPMENT WHILE IN THEIR POSSESSION. COMPONENTS IN NEED OF REPAIR/OVERHAUL MUST BE SHIPPED (FREIGHT PREPAID) TO THE FACILITY. VENDOR'S PERSONNEL WILL TRAVEL TO NC TO PERFORM WORK ONLY IF THE WORK REQUIRED IS BEYOND THE ABILITIES OF THE NC POLICE AVIATION UNITS' MAINT. PERSONNEL AND IT IS DEEMED, BY VENDOR, THAT IT IS INAPPROPRIATE OR UNECONOMICAL TO DO OTHERWISE.

SPECS PLAN B (T&M) FOR BELL HELICOPTERS:

1) ALL MAINTENANCE WORK SHALL BE SUPERVISED & SIGNED OFF BY FAA CERTIFIED MECHANICS. 2) THE MAIN WORKSHOP OF THE CONTRACTOR MUST BE AN FAA CERTIFIED REPAIR FACILITY & AN AUTHORIZED MANUFACTURER'S REPAIR STA., FOR AIRCRAFT DESCRIBED HEREIN. 3) ALL HELICOPTERS PARTS &/OR COMPONENTS SHALL BE SUPPLIED BY THE CONTRACTOR AT VENDOR'S LIST PRICES CURRENT AT TIME OF INSTALLATION. 4) STRUCTURAL DAMAGE SURVEY SHALL BE PERFORMED AT THE CONTRACTOR'S FACILITY AT THE STANDARD HR. RATE WHEN DIRECTED.

<< CONTINUED, NEXT PAGE >>

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5)WEIGHT & BALANCE COMPUTATIONS SHALL BE ACCOMPLISHED, WHEN REQUIRED, AT NO ADDITIONAL COST.6)NON-DESTRUCTIVE TESTING OF HELICOPTER PARTS & /OR COMPONENTS SHALL BE PROVIDED AT CURRENT VENDOR'S CHARGE AT TIME OF REQUIRED SERVICE & WILL INCLUDE, BUT NOT BE LIMITED TO,MAGNETIC PARTICLE & FLUORESCENT PENETRANT INSPECTION, X-RAY & ULTRASONIC INSPECTION . 7)THE PERIODIC MAINTENANCE INSPECTION SHALL BE ACCOMPLISHED WITHIN THE INDICATED NUMBER OF HRS. AT THE STANDARD HOURLY RATE FOR:

BELL HELICOPTERS

100 HR. INSPECTION-38 MAN HOURS

300 HR. INSPECTION-54 MAN HRS.

600HR. INSPECTION-56 MAN HRS.

1200 HR. INSPECTION-200 MAN HRS.

NON-SCHEDULED MAINTENANCE IS NOT INCLUDED IN INSPECTION HRS.

8)ENGINE CHANGE IF ACCOMPLISHED DURING THE 1200 HR. INSPECTION SHALL ADD NO MAN HRS. TO THE NUMBER OF MAN HRS. INDICATED ABOVE.9)THE STANDARD HR. RATE OR AFTER HR.RATE SHALL BE APPLIED TO SERVICE CALLS WITHIN NC FOR WORK PERFORMED AWAY FROM THE CONTRACTOR'S FACILITY & SHALL BE LIMITED TO (1) HR. BEFORE THE ACTUAL COMMENCEMENT OF WORK(TRAVEL TIME)

10)A WORK ORDER SHALL BE ISSUED BY THE NC POLICE AIR BUREAU FOR ALL WORK TO BE PERFORMED EXCEPT WHEN EMERGENCY REPAIRS ARE REQUIRED; IN THIS CASE, A WORK ORDER WILL BE ISSUED BY THE POLICE AIR BUREAU FOR "AFTER THE FACT" COVERAGE FOR WORK PERFORMED.11)CONTRACTOR WILL WARRANT REPAIRS PERFORMED FOR A PERIOD OF 30 DAYS FROM DATE OF ACCOMPLISHMENT & WILL ACT AS AN AGENT, IN OBTAINING APPLICABLE WARRANTY FOR DEFECTIVE PARTS AND/OR COMPONENTS FROM THE APPROPRIATE MFG. OR VENDOR.

REQUIRED LABOR TO REPLACE DEFECTIVE PARTS SHALL BE INVOICED AT THE STANDARD HR. RATE.12)ALL NON-SCHEDULED MAINTENANCE SHALL BE ACCOMPLISHED AT THE STANDARD HR. RATE & ALL WORK AT THE AFTER HR. RATE MUST BE APPROVED BEFOREHAND BY APPROPRIATE AUTHORITY WITHIN THE AIR BUREAU. ALL NON-SCHEDULED MAINT. WILL BE AUTHORIZED BY A WORK ORDER ISSUED BY THE NCPD AIR BUREAU. 13)THE CONTRACTOR, WHEN PERFORMING AUTHORIZED MAINT. WORK, MUST COMPLY WITH ALL AIR WORTHINESS DIRECTIVES, SERVICE BULLETINS, LETTER, ETC. AT THE STANDARD HR. RATES. 14)THE CONTRACTOR SHALL PROVIDE 24 HR. DAY, 7 DAY A WEEK, EMERGENCY REPAIR CAPABILITY AVAILABLE AFTER THE STANDARD 40 HR. WORK WEEK, & SHALL PROVIDE THIS SERVICE AT THE "AFTER HR." HR. RATE.15)THE CONTRACTOR SHALL PROVIDE REPAIR SCHEMES AND/OR FIXES FOR IN-SERVICE INCURRED DAMAGES & OBTAIN FAA APPROVAL FOR SAME, IF BEYOND THE SCOPE OF THE CONTRACTOR'S MANUALS OR FAR 43. 16) THE NC POLICE AIR BUREAU RESERVES THE RIGHT TO REVIEW MAINTENANCE WORK IN PROGRESS AT THEIR DISCRETION.

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WARRANTY CONDITIONS

A) VENDOR WARRANTS ITS OVERHAUL & REPAIR WORK TO BE FREE FROM DEFECTS DUE TO ITS FAULTY WORKMANSHIP. B) FAULTY WORKMANSHIP, AS USED HEREIN, MEANS FAILURE ON THE PART OF VENDOR TO CONFORM TO ACCEPTABLE INDUSTRY PRACTICE AS PRESCRIBED BY APPLICABLE GOVERNMENTAL REGULATIONS, - MANUFACTURER'S SPECS., & THE HEREIN AGREEMENT SPECS. C) VENDOR HEREBY GIVES NC, IN SO FAR AS IT IS ENTITLED TO GIVE, THE BENEFITS UNDER ANY WARRANTIES WHICH MAY EXIST IN FAVOR OF VENDOR BY MANUFACTURERS OR OTHER PERSONS OR MATERIALS UTILIZED IN PERFORMING THE HEREIN AGREEMENT SPEC'S. D) THE PERIOD OF THIS WARRANTY SHALL END EITHER 90 DAYS AFTER DELIVERY TO NC OR THE COMPLETION ON 100 HRS OF AIRCRAFT OPERATION FOLLOWING DELIVERY, WHICHEVER FIRST EXPIRES. E) THE OBLIGATION & LIABILITY OF VENDOR UNDER THIS WARRANTY IS EXPRESSLY LIMITED TO ASSUMING ONLY ITS LABOR COSTS OF REPAIRING OR OVERHAULING THE AIRCRAFT OR UNIT, AT ITS ELECTION, WHICH IT DETERMINES TO BE DEFECTIVE DUE TO ITS FAULTY WORKMANSHIP. THIS WARRANTY SHALL APPLY ONLY IF EACH OF THE FOLLOWING CONDITIONS ARE SATISFIED: (1) NC DELIVERS WRITTEN NOTICE OF WARRANTY CLAIM ARISING DURING THE WARRANTY PERIOD TO VENDOR BEFORE THE EXPIRATION OF 7 DAYS FOLLOWING THE END OF THE WARRANTY PERIOD AND (2) NC DELIVERS THE DEFECTIVE AIRCRAFT OR UNIT TO VENDOR'S FACILITY AT NC'S EXPENSE WITHIN 30 DAYS AFTER WRITTEN NOTICE GIVEN, & (3) VENDOR DETERMINES THAT THE AIRCRAFT OR UNIT HAS BEEN OPERATED I/A/W PRESCRIBED GOV. REGULATIONS & THE MANUFACTURER'S RECOMMENDATIONS, & THAT THE AIRCRAFT OR UNIT HAS NOT BEEN SUBJECTED TO ACCIDENT, ABUSE OR MISUSE. F) DISASSEMBLY OF THE AIRCRAFT OR UNIT TO CORRECT THE DEFECT OR FAULT, REMOVAL OF THE DEFECTIVE OR FAULTY EQUIPMENT OR PART, & INSTALLATION OF THE CORRECTED OR NEW EQUIPMENT OR PART, & REASSEMBLY OF THE AIRCRAFT OR UNIT SHALL BE AT NC'S EXPENSE.

REPLACEMENT PARTS: THE REQUIREMENTS SPECIFIED HEREIN REPRESENT, IN THE MOST PART, REPLACEMENT AND/OR REPAIR COMPONENTS TO EXISTING & PRESENTLY OWNED EQUIPMENT, AND, AS SUCH, MUST MATCH & INTERMEMBER WITH THE EQUIPMENT & SYSTEMS INDICATED.

WARRANTY PERIOD: ON SERVICE, REPAIR RENDERED

PARTS: 365 DAYS

LABOR: 365 DAYS

RESPONSE TIME: 2 HOURS

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

<< CONTINUED, NEXT PAGE >>

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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 the purpose of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The contractor shall include the provisions of this subsection in each subcontract entered into under this agreement.

Disclose of Conflicts of interest

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

CONC22000098 AUTHORIZES THE EXTENSION OF B/O #BPNC21000039 TO 03/11/23 VENDOR LETTER DATED 01/17/2022. SIGNED BY

A. DELBELLLO

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

.....

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CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.
2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.
3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.
4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.
5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.
6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do not conform to description or specification on the order.
7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.
9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.
10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
11. This order may not be assigned, transferred or in any way disposed of by the vendor without first having obtained written approval thereof from the County of Nassau.
12. The vendor warrants that he is not in arrears to the County of Nassau upon any debt or contract, and that he has not been in default and is not in default as surety, contractor or otherwise.
13. Upon the vendor's 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, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 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 ordinance's 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 thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.
14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney.



6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. **Awards** will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
 - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
 - (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
 - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
 - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
 - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
 - (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 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: Sterling Corporation dba Sterling Helicopter

Address: 1226 River Road, Croydon, PA 19021

Telephone No: 215-271-2510

Fax No:

1. State Whether: A Corporation ☒

Individual ☐

Partnership ☐

GUIDELINES FOR DISCLOSURE

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

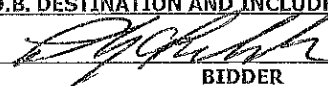
- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) ☒ Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name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

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.

*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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BIDDER

Philip C. Bidden

President/CEO

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: Sterling Corporation dba Sterling Helicopter

ADDRESS: 1226 River Road, Croydon, PA 19021

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

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

Philip C. Bidden 87 South Dietz Mill Road, Telford, PA 18969

VICE PRESIDENT

N/A

SECRETARY

Jason M. Smith 31 Wren Drive, Holland, PA 18966

TREASURER

Dawn M. Fithian 29 Georgia Road, Pennsville, NJ 08070

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes - 2001
IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 37

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? N/A

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
Philip C. Bidden	President/CEO	41	Helicopter Maintenance, Repair, & Overhaul	Persident/CEO, GM, DOM, Mechanic
Jason M. Smith	General Manager	15	Helicopter Maintenance, Repair, & Overhaul	GM, Mechanic

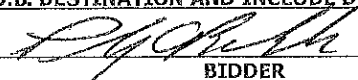
8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

In accordance with Bell Helicopter inspection, repair, and overhaul requirements as well as

Federal Aviation Administration (FAA) regulations and requirements.

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Philip C. Bidden

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President/CEO

TITLE

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

Philip Bidden, Persident/CEO and Jason Smith, General 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:

Pennsylvania State Police

ADDRESS:

PO Box 69180, Harrisburg, PA 17106

TELEPHONE: 570-956-0506

CONTACT PERSON Rich Wienches

CONTRACT DATE:

7/27/2015 - 6/30/2020 & 7/1/2020 - present

2. REFERENCE'S NAME:

Maryland Department of State Police

ADDRESS:

Aviation Division, 3023 Strawberry Point Road

Middle River, MD 21220

TELEPHONE: 410-238-5825

CONTACT PERSON Corie Cosgrove

CONTRACT DATE:

2014 - present

3. REFERENCE'S NAME:

Baltimore County Police Department

ADDRESS:

801 Wilson Point Road, Hanger 801

Middle River, MD 21220

TELEPHONE: 410-812-2186

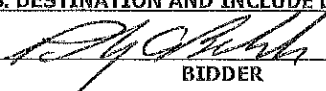
CONTACT PERSON Michael Whalen

CONTRACT DATE:

11/6/2015 - 11/5/2020 & 11/6/2020 - present

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Philip C. Bidden

BIDDER

President/CEO

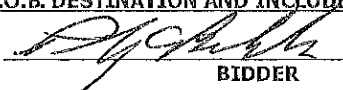
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USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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Philip C. Bidden

President/CEO

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:



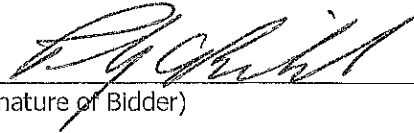
By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of 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: 1/28/2021



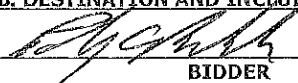
(Signature of Bidder)

Print Name: Philip C. Bidden

Print Title: President/CEO

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Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

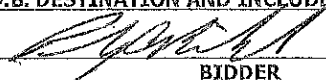
The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

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

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

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

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

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

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

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

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

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

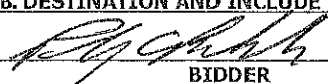
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

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foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

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

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

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

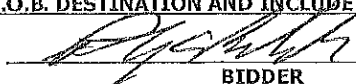
Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit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

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

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

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INDEMNIFICATION:

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

DEFINITIONS:

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

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

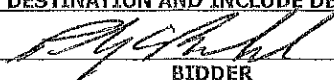
M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by 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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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.

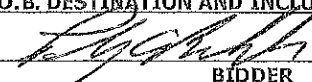
PLEASE NOTE:

- 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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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

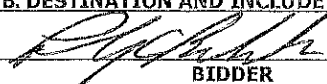
After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for 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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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 a **helicopter repair** 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 one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

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

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

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

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

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

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

_____ Claimant Name	_____ Date
_____ By Signature	_____ Title

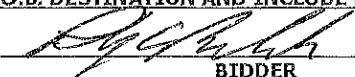
CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

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

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

GENERAL CONDITIONS:

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

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

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

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

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

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

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

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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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.

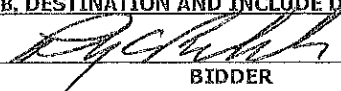
NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

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:

[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;

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
90516-01281-009

[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 28th day of January, 20 21 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Sterling Corporation dba Sterling Helicopter

Address: 1226

Street: River Road

City, Town, etc: Croydon, PA 19021

Telephone: 215-271-2510 Title: Office

If applicable, responsible Corporate Officer

Name Philip C. Bidden Title President/CEO

Signature: 

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:

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

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90516-01281-009

warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

Federal Exemption Number: A-109538

State Exemption Number: EX 7213062C

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

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

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

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

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

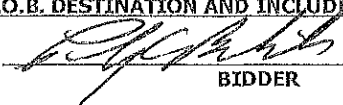
Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

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

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

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BIDDER

Philip C. Bidden

President/CEO

TITLE

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.

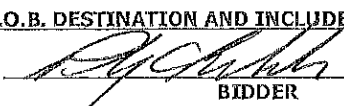
PARTS:

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

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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.

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

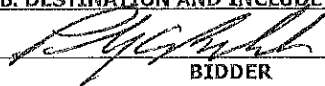
PRICE LIST AND CATALOG SERVICE: The successful bidder shall furnish, upon request, price lists and catalogs to agencies authorized to use the Blanket Order which may be awarded under this bid. Photocopies will be accepted in lieu of originals. Two (2) copies of the current price list/catalog must be sent to the Nassau County Office of Purchasing. Failure to keep the Nassau County Office of Purchasing advised of price list/catalog changes may delay the processing of payments.

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

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governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

Price Lists Must Be Provided With the Bid and Maintained By the Vendor During The Life Of The Contract.

Specifications

SPECIFICATIONS/GENERAL

NC WILL BE RESPONSIBLE FOR ITEMS SHIPPED THAT ARE UNDER \$100.00. ITEMS WILL BE SHIPPED UPS OR FEDEX BY THE CO. THE CONTRACTOR WILL PAY FOR THE RETURN SHIPPING. IF ITEM(S) ARE OVER \$100.00, THE CONTRACTOR WILL ARRANGE FOR SHIPPING IN BOTH DIRECTIONS. HE WILL BE RESPONSIBLE FOR THE EQUIPMENT WHILE IN THEIR POSSESSION. COMPONENTS IN NEED OF REPAIR/OVERHAUL MUST BE SHIPPED (FREIGHT PREPAID) TO THE FACILITY. VENDOR'S PERSONNEL WILL TRAVEL TO NC TO PERFORM WORK ONLY IF THE WORK REQUIRED IS BEYOND THE ABILITIES OF THE NC POLICE AVIATION UNITS' MAINT. PERSONNEL AND IT IS DEEMED, BY VENDOR, THAT IT IS INAPPROPRIATE OR UNECONOMICAL TO DO OTHERWISE.

SPECS PLAN B (T&M) FOR BELL HELICOPTERS:

1) ALL MAINTENANCE WORK SHALL BE SUPERVISED & SIGNED OFF BY FAA CERTIFIED MECHANICS. 2) THE MAIN WORKSHOP OF THE CONTRACTOR MUST BE AN FAA CERTIFIED REPAIR FACILITY & AN AUTHORIZED MANUFACTURER'S REPAIR STA., FOR AIRCRAFT DESCRIBED HEREIN. 3) ALL HELICOPTERS PARTS &/OR COMPONENTS SHALL BE SUPPLIED BY THE CONTRACTOR AT VENDOR'S LIST PRICES CURRENT AT TIME OF INSTALLATION. 4) STRUCTURAL DAMAGE SURVEY SHALL BE PERFORMED AT THE CONTRACTOR'S FACILITY AT THE STANDARD HR. RATE WHEN DIRECTED. 5) WEIGHT & BALANCE COMPUTATIONS SHALL BE ACCOMPLISHED, WHEN REQUIRED, AT NO ADDITIONAL COST. 6) NON-DESTRUCTIVE TESTING OF HELICOPTER /OR COMPONENTS SHALL BE PROVIDED AT CURRENT VENDOR'S CHARGE AT OF REQUIRED SERVICE & WILL INCLUDE, BUT NOT BE LIMITED TO, MAGN PARTICLE & FLUORESCENT PENETRANT INSPECTION, X-RAY & ULTRASON INSPECTION. 7) THE PERIODIC MAINTENANCE INSPECTION SHALL BE ACCOMPLISHED WITHIN THE INDICATED NUMBER OF HRS. AT THE STANDARD HOURLY RATE FOR:

BELL HELICOPTERS

100 HR. INSPECTION-38 MAN HOURS

300 HR. INSPECTION-54 MAN HRS.

600 HR. INSPECTION-56 MAN HRS.

1200 HR. INSPECTION-200 MAN HRS.

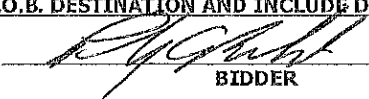
NON-SCHEDULED MAINTENANCE IS NOT INCLUDED IN INSPECTION HRS.

8) ENGINE CHANGE IF ACCOMPLISHED DURING THE 1200 HR. INSPECTION SHALL ADD NO MAN HRS. TO THE NUMBER OF MAN HRS. INDICATED ABOVE. 9) THE STANDARD HR. RATE OR AFTER HR. RATE SHALL BE APPLIED TO SERVICE CALLS WITHIN NC FOR WORK PERFORMED AWAY FROM THE CONTRACTOR'S FACILITY & SHALL BE LIMITED TO (1) HR. BEFORE THE ACTUAL COMMENCEMENT OF WORK (TRAVEL TIME)

10) A WORK ORDER SHALL BE ISSUED BY THE NC POLICE AIR BUREAU FOR ALL WORK TO BE PERFORMED EXCEPT WHEN EMERGENCY REPAIRS ARE REQUIRED; IN THIS CASE, A WORK ORDER WILL BE ISSUED BY THE POLICE AIR BUREAU FOR "AFTER THE FACT" COVERAGE FOR WORK PERFORMED. 11) CONTRACTOR WILL WARRANT REPAIRS PERFORMED FOR A PERIOD OF 30 DAYS FROM DATE OF ACCOMPLISHMENT & WILL ACT AS AN AGENT, IN OBTAINING APPLICABLE WARRANTY FOR DEFECTIVE PARTS AND/OR COMPONENTS FROM THE APPROPRIATE MFG. OR VENDOR. REQUIRED LABOR TO REPLACE DEFECTIVE PARTS SHALL BE INVOICED AT THE

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STANDARD HR. RATE. 12) ALL NON-SCHEDULED MAINTENANCE SHALL BE ACCOMPLISHED AT THE STANDARD HR. RATE & ALL WORK AT THE AFTER HR. RATE MUST BE APPROVED BEFOREHAND BY APPROPRIATE AUTHORITY WITHIN THE AIR BUREAU. ALL NON-SCHEDULED MAINT. WILL BE AUTHORIZED BY A WORK ORDER ISSUED

BY THE NCPD AIR BUREAU. 13) THE CONTRACTOR, WHEN PERFORMING AUTHORIZED MAINT. WORK, MUST COMPLY WITH ALL AIR WORTHINESS DIRECTIVES, SERVICE BULLETINS, LETTER, ETC. AT THE STANDARD HR. RATES. 14) THE CONTRACTOR SHALL PROVIDE 24 HR. DAY, 7 DAY A WEEK, EMERGENCY REPAIR CAPABILITY AVAILABLE AFTER THE STANDARD 40 HR. WORK WEEK, & SHALL PROVIDE THIS SERVICE AT THE "AFTER HR." HR. RATE. 15) THE CONTRACTOR SHALL PROVIDE REPAIR SCHEMES AND/OR FIXES FOR IN-SERVICE INCURRED DAMAGES & OBTAIN FAA APPROVAL FOR SAME, IF BEYOND THE SCOPE OF THE CONTRACTOR'S MANUALS OR FAR 43. 16) THE NC POLICE AIR BUREAU RESERVES THE RIGHT TO REVIEW MAINTENANCE WORK IN PROGRESS AT THEIR DISCRETION.

WARRANTY CONDITIONS

A) VENDOR WARRANTS ITS OVERHAUL & REPAIR WORK TO BE FREE FROM DEFECTS DUE TO ITS FAULTY WORKMANSHIP. B) FAULTY WORKMANSHIP, AS USED HEREIN, MEANS FAILURE ON THE PART OF VENDOR TO CONFORM TO ACCEPTABLE INDUSTRY PRACTICE AS PRESCRIBED BY APPLICABLE GOVERNMENTAL REGULATIONS, - MANUFACTURER'S SPECS., & THE HEREIN AGREEMENT SPECS. C) VENDOR HEREBY GIVES NC, INsofar AS IT IS ENTITLED TO GIVE, THE BENEFITS UNDER ANY WARRANTIES WHICH MAY EXIST IN FAVOR OF VENDOR BY MANUFACTURERS OR OTHER PERSONS OR MATERIALS UTILIZED IN PERFORMING THE HEREIN AGREEMENT SPEC'S D) THE PERIOD OF THIS WARRANTY SHALL END EITHER 90 DAYS AFTER DELIVERY TO NC OR THE COMPLETION ON 100 HRS OF AIRCRAFT OPERATION FOLLOWING DELIVERY, WHICHEVER FIRST EXPIRES. E) THE OBLIGATION & LIABILITY OF VENDOR UNDER THIS WARRANTY IS EXPRESSLY LIMITED TO ASSUMING ONLY ITS LABOR COSTS OF REPAIRING OR OVERHAULING THE AIRCRAFT OR UNIT, AT ITS ELECTION, WHICH IT DETERMINES TO BE DEFECTIVE DUE TO ITS FAULTY WORKMANSHIP. THIS WARRANTY SHALL APPLY ONLY IF EACH OF THE FOLLOWING CONDITIONS ARE SATISFIED: (1) NC DELIVERS WRITTEN NOTICE OF WARRANTY CLAIM ARISING DURING THE WARRANTY PERIOD TO VENDOR BEFORE THE EXPIRATION OF 7 DAYS FOLLOWING THE END OF THE WARRANTY PERIOD AND (2) NC DELIVERS THE DEFECTIVE AIRCRAFT OR UNIT TO VENDOR'S FACILITY AT NC'S

EXPENSE WITHIN 30 DAYS AFTER WRITTEN NOTICE GIVEN, & (3) VENDOR DETERMINES THAT THE AIRCRAFT OR UNIT HAS BEEN OPERATED I/A/W PRESCRIBED GOV. REGULATIONS & THE MANUFACTURER'S RECOMMENDATIONS, & THAT THE AIRCRAFT OR UNIT HAS NOT BEEN SUBJECTED TO ACCIDENT, ABUSE OR MISUSE. F) DISASSEMBLY OF THE AIRCRAFT OR UNIT TO CORRECT THE DEFECT OR FAULT, REMOVAL OF THE DEFECTIVE OR FAULTY EQUIPMENT OR PART, & INSTALLATION OF THE CORRECTED OR NEW EQUIPMENT OR PART, & REASSEMBLY OF THE AIRCRAFT OR UNIT SHALL BE AT NC'S EXPENSE. REPLACEMENT PARTS: THE REQUIREMENTS SPECIFIED HEREIN REPRESENT, IN THE MOST PART, REPLACEMENT AND/OR REPAIR COMPONENTS TO EXISTING & PRESENTLY OWNED EQUIPMENT, AND, AS SUCH, MUST MATCH & INTERMEMBER WITH THE EQUIPMENT & SYSTEMS INDICATED.

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Philip C. Bidden

President/CEO

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
90516-01281-009

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

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

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

B2) REGULAR HOURLY RATE at \$ 79.50 /hr.

B3) EACH ADDITIONAL QUARTER HOUR at \$ 20.00 /¼ hr.

B4) TRAVEL TIME (IF ANY) 79.50/hr

B5) MILEAGE (IF ANY) .85/mile

PARTS:

B6) MANUFACTURER'S LIST PRICE (MLP) LESS 8 %

B7) COST PLUS % 10 %

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

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 365 days

LABOR: 365 days

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

B8) MINIMUM CHARGE (IF ANY) \$ N/A

B9) REGULAR HOURLY RATE at \$ 119.25 /hr.

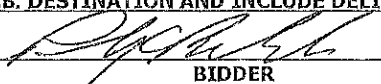
B10) EACH ADDITIONAL QUARTER HOUR at \$ 30.00 / ¼ hr.

RESPONSE TIME 2 (two) HRS

C) Professionally clean and detail both the interior and exterior of the aircraft during the aircraft annual inspection/maintenance visit at the maintenance facility.

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BIDDER

Phillip C. Bidden

President/CEO

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
90516-01281-009

\$ 1,033.50 cost
each time.

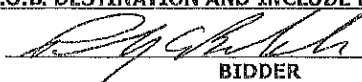
D) Freight to ship parts to manufacturer for repair
E) Pick up for freight shipping or AOG Aviation on Ground

50.00
50.00

Estimated Annual Usage \$ 95,000

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Philip C. Bidden

President/CEO

TITLE

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 1/22/2021

1) Bidder's/Proposer's Legal Name: Sterling Corporation dba Sterling Helicopter

2) Address of Place of Business: 1226 River Road, Croydon, PA 19021

List all other business addresses used within last five years:

801 S Columbus Blvd, Pier 36, Suite 1, Philadelphia, PA 19147

3) Mailing Address (if different): _____

Phone : 215-271-2510

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 118475342

5) Federal I.D. Number: 23-2298373

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

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

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

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

10) Has the bidder/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 bidder/proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each such conviction _____

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

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

occurrence. _____

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

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

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

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

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

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.

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- Should the bidder/proposer be other than an individual, the bid/proposal should include:

- B. Indicate number of years in business.

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

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

Company Pennsylvania State Police

Contact Person Rich Wienches

Address PO Box 69180

City/State Harrisburg, PA 17106

Telephone 570-956-0506

Fax # _____

E-Mail Address rwienches@pa.gov



Company Westchester County Police

Contact Person Brian Powers

Address Special Operations Division, Aviation Unit, 1 Saw Mill River Parkway

City/State Hawthorne, NY 10532

Telephone 845-590-3657

Fax #

E-Mail Address bsp1@westchestergov.com

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

Company Baltimore County Police

Contact Person Michael Whelan

Address 801 Wilson Point Road, Hanger 801

City/State Middle River, MD 21220

Telephone 410-812-2186

Fax #

E-Mail Address mawhelan@baltimorecountymd.gov



January 22, 2021
County of Nassau
Department of Purchasing
1 West Street
Mineola, NY 11501

Re: Attachment to Business History Form
Shareholder/Officer List

Sterling Helicopter, incorporated in the state of Pennsylvania, was founded in 1984 and received FAA Part 145 Repair Station status in 1986 (PN1R406K). In 1986, Sterling also became an authorized Bell Helicopter Customer Service Facility (CSF). Sterling's capabilities include airframe, engines, component overhauls, avionics, sheet metal and composite repairs, parts inventory, and engineering and design. Sterling currently employs 47 full-time employees with annual revenue in excess of \$18.5M. We have always maintained an excellent working relationship with all levels of the FAA.

Sterling's maintenance support, although broad based with various helicopter manufacturers and operators, became focused on the airborne law enforcement sector. In the early 1990's, Sterling secured, and still continues relationships with numerous agencies including: Pennsylvania State Police, New Jersey State Police, New York State Police, Maryland State Police, NYPD, Westchester County (NY) Police, Baltimore County (MD) Police, and Newark (NJ) Police.

With 37 years in business, Sterling has become a respected member of the airborne law enforcement community and is committed to serve and support law enforcement aviation at all levels.

Sterling looks forward to continuing its support of the Nassau County Police Department.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Bidden", written over a horizontal line.

Philip C. Bidden
President/CEO

Corporate Address & Maintenance
1226 River Rd.
Croydon, PA 19021-7511

Telephone: (215) 271-2510
Fax: (215) 788-7319
Heliport Fax: (215) 271-7794

Penn's Landing Heliport, Pier 36
801 S. Columbus Blvd. Suite 1
Philadelphia, PA 19147 - 4306

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 22 day of January

2021

Dawn M. Fithian

Notary Public

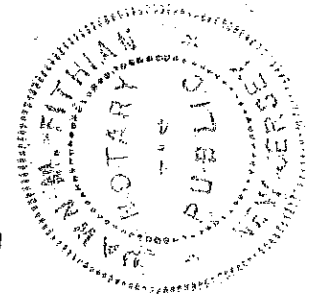
DAWN M. FITHIAN

Notary Public

State Of New Jersey

My Commission Expires April 3, 2021

ID# 2342721



Name of submitting business: Sterling Corporation dba Sterling Helicopter

By: Philip C. Bidden

Print name

[Signature]

Signature

President/CEO

Title

1 / 22 / 2021

Date

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number PN1R406K

This certificate is issued to

STERLING HELICOPTER

whose business address is

1226 RIVER ROAD
CROYDON, PA 19021

*upon finding that its organization complies in all respects
with the requirements of the Federal Aviation Regulations
relating to the establishment of an Air Agency, and is
empowered to operate an approved* REPAIR STATION.

with the following ratings:

LIMITED AIRFRAME (6/2/97)
LIMITED ENGINE (6/2/97)
LIMITED ACCESSORY (12/15/98)
LIMITED RADIO (8/15/07)

*This certificate, unless canceled, suspended, or revoked,
shall continue in effect* INDEFINITELY.

Date issued:

JUNE 23, 1986

By direction of the Administrator

Joseph A. Kain
JOSEPH A. KAIN
MANAGER AFG-300 EA17

This Certificate is not Transferable, and ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION

Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both

STERLING HELICOPTER REPAIR STATION CAPABILITIES LIST (06/01/2018)

Limited Rating	TC Holder	Make/Model	Series
Airframe	Agusta S.p.A.	A109	All
Airframe	Agusta S.p.A.	AW109	All
Airframe	Agusta S.p.A.	A119	N/A
Airframe	Agusta S.p.A.	AW119 MKII	N/A
Airframe	Agusta S.p.A.	AB139	N/A
Airframe	Agusta S.p.A.	AW139	N/A
Airframe	Airbus Helicopters	AS-350 - EC130	All
Airframe	Airbus Helicopters	AS355	All
Airframe	Airbus Helicopters	AS-365	All
Airframe	Airbus Helicopters	EC120	B
Airframe	Airbus Helicopters Deutschland GmbH	EC135	All
Airframe	Airbus Helicopters Deutschland GmbH	MBB-BK 117	All
Airframe	Airbus Helicopters Deutschland GmbH	EC145	N/A
Airframe	Bell Helicopter Textron (Canada)	206	All
Airframe	Bell Helicopter Textron (Canada)	222	All
Airframe	Bell Helicopter Textron (Canada)	230	N/A
Airframe	Bell Helicopter Textron (Canada)	407	N/A
Airframe	Bell Helicopter Textron (Canada)	412	412, 412BP
Airframe	Bell Helicopter Textron (Canada)	427	N/A
Airframe	Bell Helicopter Textron (Canada)	429	N/A
Airframe	Bell Helicopter Textron (Canada)	430	N/A
Airframe	Bell Helicopter Textron (Canada)	505	N/A
Airframe	Hiller Aircraft	12E	N/A
Airframe	MD Helicopter Inc.	369	D/E/F/FF
Airframe	MD Helicopter Inc.	500N	N/A
Airframe	MD Helicopter Inc.	600N	N/A
Airframe	MD Helicopter Inc.	MD900	All
Airframe	Scotts -- Bell 47 Inc.	47	All
Airframe	Sikorsky	S-76	All

Approved, Sterling Helicopter GM:

Date: 6/8/2018

Accepted, AEA-FSDO-17:

Date: 6/27/2018

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Part A

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
001 Issuance and Applicability	02/11/2016	01/24/2017	8
002 Definitions and Abbreviations	12/14/2017	01/29/2018	8
003 Ratings and Limitations	04/03/2017	01/29/2018	8
004 Summary of Special Authorizations and Limitations	09/23/1998	12/03/2008	3
007 Designated Persons	12/19/2006	12/06/2013	5
025 Electronic/Digital Recordkeeping System, Electronic/Digital Signature, and Electronic Media	04/03/2017	07/09/2020	2
449 Antidrug and Alcohol Misuse Prevention Program	07/17/2009	04/21/2011	4

A001 . Issuance and Applicability

HQ Control: 02/11/2016

HQ Revision: 05e

a. These operations specifications are issued to Sterling Helicopter , a Repair Station located in the United States, pursuant to 14 CFR Part 145, § 145.53. The repair station certificate holder shall conduct operations in accordance with 14 CFR Part 145 and these operations specifications.

The certificate holder's address:

Fixed Location:
1226 River Road
Croydon, Pennsylvania 19021

Mailing Address:
1226 River Road
Croydon, Pennsylvania 19021

b. The holder of these operations specifications is the holder of certificate number PN1R406K and shall hereafter be referred to as the "certificate holder".

c. These operations specifications are issued as part of this repair station certificate and are in effect as of the date approval is effective. This certificate and these operations specifications shall remain in effect until the certificate for a repair station that is located in the United States is surrendered, suspended, or revoked.

d. U.S./EU Aviation Safety Agreement Repair Station/Maintenance Organization Approvals not authorized.

e. The certificate holder is authorized to use only the business name which appears on the certificate to conduct the operations described in subparagraph a.

Delegated authorities: None

U.S. Department
of Transportation
Federal Aviation
Administration

Operations Specifications

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Michael Bauer on behalf of Griffin, Timothy E, Principal
Avionics Inspector (EA17)

[1] SUPPORT INFO: new non-mandatory template issued by HQ

[2] EFFECTIVE DATE: 1/24/2017, [3] AMENDMENT #: 8

DATE: 2017.01.24 12:41:42 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

A handwritten signature in black ink, appearing to read "Jason M. Smith".

Smith, Jason M, General Manager

1-26-2017

Date

A002 . Definitions and Abbreviations

HQ Control: 12/14/2017

HQ Revision: 05d

Unless otherwise defined in these operations specifications, all words, phrases, definitions, and abbreviations have identical meanings to those used in 14 CFR and 49 U.S.C., as cited in Public Law 103-272, as amended. Additionally, the definitions listed below are applicable to operations conducted in accordance with these operations specifications.

BASA	The Bilateral Aviation Safety Agreement (BASA) is an executive agreement concluded between the United States and a foreign country for the purpose of promoting aviation safety; also known as an Agreement for the Promotion of Aviation Safety.
Certificate Holder	In these operations specifications, the term "certificate holder" means the holder of the repair station certificate described in these operations specifications in Part A paragraph A001 and any of its officers, employees, or agents used in the conduct of operations under this certificate.
CAAS	Civil Aviation Authority of Singapore
CFR	Code of Federal Regulations
Class Rating	As used with respect to the certification, ratings, privileges of airframes, powerplants, propellers, radios, instruments, and accessories within a category having similar operating characteristics.
EASA	European Aviation Safety Agency
EASA Accountable Manager	The manager who has corporate authority for ensuring that all maintenance required by the customer can be financed and carried out to the standard required by the EASA full-member Authority.
EU	European Union
Exemption	An authorization that permits an alternate means of compliance with a specific CFR. The exemption must meet the procedural requirements of 14 CFR Part 11.
FOCA	Federal Office of Civil Aviation
FAA Accountable Manager	A person designated by the certificated repair station who is responsible for and has authority over all repair station operations that are conducted under 14 CFR Part 145, including ensuring that the repair station's personnel follow the regulations and serving as the primary contact with the FAA.

Geographic Authorization	Authorization provided to a repair station located outside the United States to perform maintenance support under contract for a U.S. air carrier (or an operator of U.S.- registered aircraft under 14 CFR Part 129) at a location other than the repair station's main facility. A geographic authorization is issued by the FAA to respond to a U.S. air carrier's or Part 129 foreign operator's need for maintenance at a station where the frequency and scope of that maintenance does not warrant permanently staffing and equipping the station for its accomplishment.
Limited Rating	A rating issued to repair stations for the performance of maintenance on particular makes and models of airframes, powerplants, propellers, radios, instruments, accessories, and/or parts.
Limited Ratings - Specialized Services	Rating issued for a special maintenance function when the function is performed in accordance with a specification approved by the Administrator.
Line Maintenance	Any unscheduled maintenance resulting from unforeseen events, or scheduled checks where certain servicing and/or inspections do not require specialized training, equipment, or facilities.
MAG	The Maintenance Annex Guidance (MAG) defines the process that the FAA and EASA undertake in the inspection, findings of compliance certification, and monitoring of repair stations, as well as their joint cooperation in quality assurance and standardization activities in support of the EASA Agreement, Annex 2, Maintenance. The term Maintenance Agreement Guidance (MAG) defines the processes and activities applicable to a specific country under an MIP, and is not associated with the EASA Agreement.
Maintenance	The inspection, overhaul, repair, preservation, and replacement of parts, but excludes preventive maintenance.
U.S./EU Aviation Safety Agreement, Annex 2, Maintenance	Annex 2 covers the reciprocal acceptance of findings of compliance, approvals, documentation and technical assistance regarding approvals and the monitoring of repair stations/maintenance organizations.
MIP	Maintenance Implementation Procedures (MIP) are procedures for implementing the provisions of a BASA that apply to maintenance performed under 14 CFR Part 145, Section 145.53(b).
MOE	A maintenance organization exposition (MOE) pertains to procedural manuals used by maintenance organizations certificated by a foreign country. The MOE along with the FAA Supplement, sets forth the structure and procedures of the repair station to meet the requirements of 14 CFR Part 145 under a MIP.

U.S. Department
of Transportation
Federal Aviation
Administration

Operations Specifications

**Preventive
Maintenance**

As defined in 14 CFR part 1 and part 43 appendix A,
subparagraph (c).

QCM

Quality Control Manual

**Repair Station located
in the United States**

A FAA certificated repair station located in the United States.

**Repair Station located
outside the United
States**

A FAA certificated repair station located outside of the United States.

RSM

Repair Station Manual

1. Issued by the Federal Aviation Administration.

2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Michael Bauer on behalf of Griffin, Timothy E, Principal
Avionics Inspector (BA17)

[1] SUPPORT INFO: New non-mandatory revision

[2] EFFECTIVE DATE: 1/29/2018, [3] AMENDMENT #: 8

DATE: 2018.01.29 12:10:12 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

Smith, Jason M, General Manager

2-1-2018

Date

A003 . Ratings and Limitations

HQ Control: 04/03/2017

HQ Revision: 01a

The certificate holder is authorized the following Ratings and/or Limitations:

Class Ratings

None

Limited Ratings

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
Airframe	From the Capability List, as amended.	From the Capability List, as amended.	Rotorcraft Only
Airframe	All	All Aircraft	Altitude System Test and Inspection I/A/W 14 CFR Part 43, Appendix B. Rotorcraft Only
Engines			Maintenance (excluding overhaul and hot section maintenance) is limited to engines installed on aircraft listed in the airframe ratings / Capability List, as amended.
Radio - RADAR	All	Transponders all Makes all Models	System Test and Inspection I/A/W 14 CFR Part 43, Appendix F. Rotorcraft Only.
Radio - Communications	Artex	406- Series B, C, G Models	BLT Battery Pack Replacement, Registration Information Programming (using ETS/P Handheld Programmer), Test and Inspect as authorized by and in accordance with the current manufacturers' maintenance manuals or other approved data.
Accessories - Electrical	Marathon	All series	Nickel Cadmium aircraft batteries.
	Saft	All series	Nickel Cadmium aircraft batteries.

Limited Ratings - Specialized Services

U.S. Department
of Transportation
Federal Aviation
Administration

Operations Specifications

Rating

None Authorized.

Specifications

Limitations

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Michael Bauer on behalf of Griffin, Timothy B, Principal
Avionics Inspector (EA17)
[1] SUPPORT INFO: non-mandatory revision
[2] EFFECTIVE DATE: 1/29/2018, [3] AMENDMENT #: 8
DATE: 2018.01.29 12:13:21 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

A handwritten signature in black ink, appearing to read "Jason M. Smith", is written over a horizontal line.

Smith, Jason M, General Manager

2-1-2018

Date

A004. Summary of Special Authorizations and Limitations

HQ Control: 9/23/1998

HQ Revision: 010

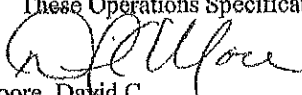
a. The certificate holder, in accordance with the reference paragraphs, is authorized to:

	<u>Reference Paragraphs</u>
Use an approved electronic recordkeeping system, electronic/digital signature, and/or electronic media.	A025
Conduct operations choosing to have an antidrug and alcohol misuse prevention program.	A449
Perform work, excluding continuous operations, at additional locations other than at its primary Fixed Location.	D100

b. The certificate holder is *not authorized and shall not*:

Use Exemptions.	A005
Perform maintenance with NAA ratings where the scope of work is authorized by a BASA/MIP.	A060
Perform work, including continuous operations, at additional locations other than at its primary fixed location.	A101
Perform maintenance in accordance with foreign repair station geographic authorizations.	B050
Perform line maintenance for cert. holders conducting operations under Parts 121 and 135 and for foreign carriers/persons operating U.S. registered aircraft in common carriage under Part 129, apart from D100 which authorizes that work away from station.	D107

1. The Certificate Holder applies for the Operations in this paragraph.
2. Support information reference: Request name change to Sterling Helicopter and add A025 to authorization.
3. These Operations Specifications are approved by direction of the Administrator.


Moore, David C.

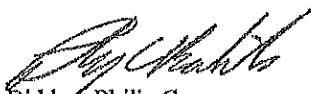
Principal Maintenance Inspector

EA17

4. Date Approval is effective: 12/3/08

Amendment Number: 3

5. I hereby accept and receive the Operations Specifications in this paragraph.


Bidder, Philip C

FAA Accountable Manager, 145

Date: 12/3/08

A007 . Designated Persons

HQ Control: 12/19/2006

HQ Revision: 030

- a. The personnel listed in the following table are designated to officially apply for and receive operations specifications for the certificate holder indicated below.

Table 1 – Designated Persons to Apply for and Receive Authorizations

Title	Name	Parts Authorized
FAA Accountable Manager, 145 / General Manager	Smith, Jason M	A,D
Compliance Officer	Evans, Robert K. Jr.	A,D

- b. The following personnel listed in Table 2 are designated by the certificate holder to receive Information for Operators (INFO) messages for the certificate holder as indicated below. A receipt for the information by an operator or person is not required.

Table 2 -- Designated to Receive INFO Messages

Name	Email Address	Telephone No.	Type of Information to Receive
Jason M Smith	jason.smith@sterlinghelicopter.com	215-271-2510	ALL
Robert K. Evans Jr.	bob.evans@sterlinghelicopter.com	215-271-2510	ALL

1. The Certificate Holder applies for the Operations in this paragraph.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Gregory J Mihalyak on behalf of Jaeger, Kirk P, Principal
Maintenance Inspector (BA17)
[1] SUPPORT INFO: Designated Personnel Change
[2] EFFECTIVE DATE: 12/6/2013, [3] AMENDMENT #: 5
DATE: 2013.12.06 08:17:31 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

Smith, Jason M, General Manager

12/6/2013

Date

**A025 . Electronic/Digital Recordkeeping System,
Electronic/Digital Signature, and Electronic Media**

HQ Control: 04/03/2017

HQ Revision: 00b

- a. The certificate holder is authorized to use an acceptable electronic/digital recordkeeping system, described and/or referenced in this paragraph (if none, enter N/A.)

Repair Station Operations Manual SOP 9-1

- b. The certificate holder is authorized the use of the following electronic/digital signature procedures (if none, enter "N/A").

Repair Station Operations Manual SOP 9-1

- c. The certificate holder is authorized to use electronic media for the repair station and quality control manuals, if acceptable (if none, enter "N/A").

Repair Station Operations Manual and Training Manual SOP 1-2 ,1-3 and 9-1

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Michael Bauer, Principal Avionics Inspector (BA17)
[1] SUPPORT INFO: Amended to include electronic recordkeeping and electronic signatures
[2] EFFECTIVE DATE: 7/9/2020, [3] AMENDMENT #: 2
DATE: 2020.07.09 06:15:13 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

Jason M Smith, General Manager

07/09/2020

Date

A449 . Antidrug and Alcohol Misuse Prevention Program

HQ Control: 07/17/2009

HQ Revision: 00a

- a. The Part 145 repair station certificate holder has elected to implement an Antidrug and Alcohol Misuse Prevention Program, because the certificate holder performs safety-sensitive functions for a 14 CFR Part 121, and 135 certificate holder and/or for a 14 CFR Part 91 operator conducting operations under Section 91.147.
- b. The certificate holder certifies that it will comply with the requirements of 14 CFR Part 120 and 49 CFR Part 40 for its Antidrug and Alcohol Misuse Prevention Program.
- c. Antidrug and Alcohol Misuse Prevention Program records are maintained and available for inspection by the FAA's Drug Abatement Compliance and Enforcement Inspectors at the location listed in Table 1 below:

Table 1

Location & Telephone of Antidrug and Alcohol Misuse Prevention Program Records:	
Telephone Number:	AI (215) 271-2510
Address:	1226 River Road
Address:	
City:	Croydon
State:	PA
Zip code:	19021

d. Limitations and Provisions.

- (1) Antidrug and Alcohol Misuse Prevention Program inspections and enforcement activity will be conducted by the Drug Abatement Division. Questions regarding these programs should be directed to the Drug Abatement Division.
- (2) The certificate holder is responsible for updating this operations specification when any of the following changes occur:
 - (a) Location or phone number where the Antidrug and Alcohol Misuse Prevention Program Records are kept.
 - (b) If the certificate holder's number of safety-sensitive employees goes to 50 and above, or falls below 50 safety-sensitive employees.
- (3) The certificate holder with 50 or more employees performing a safety-sensitive function on January 1 of the calendar year must submit an annual report to the Drug Abatement Division of the FAA.
- (4) The certificate holder with fewer than 50 employees performing a safety-sensitive function on January 1 of any calendar year must submit an annual report upon request of the Administrator, as specified in the regulations.

The certificate holder has fewer than 50 safety-sensitive employees.

U.S. Department
of Transportation
Federal Aviation
Administration

Operations Specifications

1. The Certificate Holder applies for the Operations in this paragraph.
2. Support information reference:
3. These Operations Specifications are approved by direction of the Administrator.



2011.04.21 14:12:16 Central Daylight Time
Location: WebOPSS
Digitally signed by Kirk P Jaeger, Principal
Maintenance Inspector (EA17)

4. Date Approval is effective: 04/21/2011 Amendment Number: 4
5. I hereby accept and receive the Operations Specifications in this paragraph.

Bidden, Philip C, General Manager

2011.04.21 14:08:46 Central Daylight Time
Location: WebOPSS
Digitally signed by Kirk P Jaeger on behalf of
Bidden, Philip C, General Manager

A handwritten signature in black ink, appearing to read "P. C. Bidden", written over a horizontal line.

Date: 04/21/2011

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Part D

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
100 Work to be Performed at a Place Other Than the Repair Station Fixed Location(s)	11/16/2004	12/03/2008	3

**D100. Work to be Performed at a Place Other Than the
Repair Station Fixed Location(s)**

HQ Control: 11/16/04
HQ Revision: 050

- a. The certificate holder may perform work at a place other than its Fixed Location (as listed in paragraph A001, and paragraph A101 if issued, of these operations specifications) provided it has the facilities, material, equipment and technical personnel to perform the work authorized in the following table.

Table 1

Work Authorized	Repair Stations Manual References	Quality Control Manual References
All work for which the repair station is rated for.	Sterling Helicopter Repair Station Operations Manual SOP 4-4.	Sterling Helicopter Repair Station Operations Manual SOP 4-4.

- b. The certificate holder may not perform continuous operation at a facility other than the station's Fixed Location listed in paragraph A001, and paragraph A101 if issued.
- c. Line Stations. Privileges of a line station, as set forth by the EASA certificate and scope of work and located within the country where the main facility is domiciled are listed in Table 1 are authorized.
- d. Work may be due to a special circumstance or on a recurring basis. If on a recurring basis, the repair station must have procedures in its manual.

1. The Certificate Holder applies for the Operations in this paragraph.
2. Support information reference: Name change
3. These Operations Specifications are approved by direction of the Administrator.


Moore, David C.


Principal Maintenance Inspector

BA17

4. Date Approval is effective: 12/3/08

Amendment Number: 3

5. I hereby accept and receive the Operations Specifications in this paragraph.


Bidden, Philip C

FAA Accountable Manager, 145

Date: 12/3/08

CUSTOMER SERVICE FACILITY



STERLING HELICOPTER

Croydon, Pennsylvania

Has satisfactorily met all specified requirements to qualify as a Bell
Approved Independent Customer Service Facility for the following Bell
helicopters:

Listed Products

Field Maintenance:	206A / 206B / 206L / 407 / 429 / 430 / 505
Component Overhaul:	206A / 206B / 206L / 407 / 430



Michael Thacker

Michael Thacker
Executive Vice President, Innovation &
Commercial Business

Effective: August 1, 2020

Expires: February 28, 2021



1200 East 151st Street
Olathe, Kansas 66062
P: 913-397-8200 F: 913-397-8282

September 10, 2020

Congratulations to You: A Bronze Garmin Aviation Distributor

Congratulations for a great year and your excellent performance as a Garmin distributor in 2019. Garmin has created the Bronze Award to recognize our top performing aviation distributors, and we are pleased to present this Bronze Achievement Award to you.

A Bronze Achievement Award represents a level of sales performance, technical expertise, and customer service that distinguishes your business among other Garmin Aviation Distributors. These awards are earned by less than a third of Garmin distributors worldwide, so it is an award we hope you will be proud to display prominently in your place of business.

As Garmin continues to develop innovative, world-class products, we recognize that our success also depends on our network of excellent avionics distributors. Thank you for your dedication to our mutual customers.

Please accept the accompanying plaque as our token of appreciation for your efforts and success.

Sincerely,

A handwritten signature in cursive script that reads "Jim Alpiser".

Jim Alpiser
Director, Aviation Aftermarket Sales

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Philip C. Bidden
Date of birth 3 / 14 / 52
Home address 87 South Dietz Mill Road
City/state/zip Telford, PA 18969
Business address 1226 River Road
City/state/zip Croydon, PA 19021
Telephone 215-271-2510
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 1 / 1 /2016 Treasurer _____
Chairman of Board 6 / 1 /2020 Shareholder 8 / 1 /2016
Chief Exec. Officer 8 / 1 /2016 Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO ☒ YES _____ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES _____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES _____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES _____ 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? NO ☒ YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ____ If Yes, provide details for each such occurrence.

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

CERTIFICATION

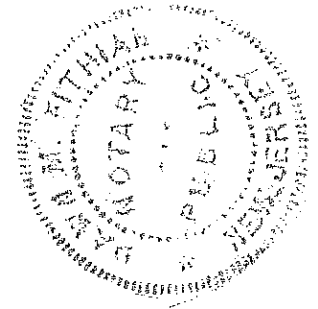
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT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

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

Sworn to before me this 22 day of January 2021

Dawn M. Fithian
Notary Public

DAWN M. FITHIAN
Notary Public
State Of New Jersey
My Commission Expires April 3, 2021
ID# 2342721



Sterling Corporation dba Sterling Helicopter
Name of submitting business

Philip C. Bidden
Print name
[Signature]
Signature

President/CEO
Title

1 / 22 / 2021
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Sterling Corporation dba Sterling Helicopter

Address: 1226 River Road

City, State and Zip Code: Croydon, PA 19021

2. Entity's Vendor Identification Number: 23-2298373

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

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

Philip C. Bidden, Persident/Chairman 87 South Dietz Mill Road, Telford, PA 18969

Dawn M. Fithian, Treasurer/CFO 29 Georgia Drive, Pennsville, NJ 08070

Jason M. Smith, Secretary/GM 31 Wren Drive, Holland, PA 18966

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.

Philip C. Bidden, Persident/Chairman 87 South Dietz Mill Road, Telford, PA 18969

John M. Brown, Sr. 732 Front Street, Philadelphia, PA 19147

Dawn M. Fithian, Treasurer/CFO

29 Georgia Drive, Pennsville, NJ 08070

Jason M. Smith, Secretary/GM

31 Wren Drive, Holland, PA 18966

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

None

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

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

None

Page 3 of 4

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

N/A

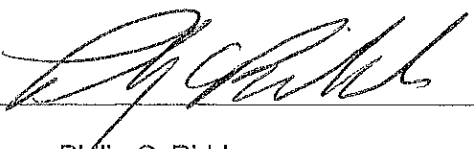
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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

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

Dated: 1/22/2021

Signed: 

Print Name: Philip C. Bidden

Title: President/Chairman

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

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

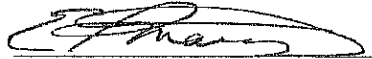
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015



EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. 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.

N/A

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

N/A

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

N/A

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

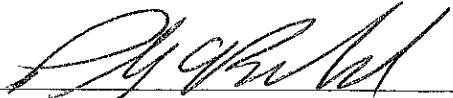
N/A

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

N/A

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

Dated: 1/22/2021

Signed: 

Print Name: Philip C. Bidden

Title: Persident/Chairman

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.

CERTIFICATE OF INSURANCE

This certificate is given as a matter of information only and confers no rights upon the certificate holder.

Date: 4/25/2022

This is to certify to:

Nassau County Police Department
1490 Franklin Avenue
Mineola, NY 11501

that the following policies have been issued to: Sterling Corporation, dba: Sterling Helicopter; Brown Realty, LP
1226 River Road
Croydon, PA 19021

Insurance Companies & Policy Number:	Starr Indemnity & Liability Company	Policy No. 1000189146-03
	Endurance American Insurance Co	Policy No. NQF6047129
	Continental Indemnity Company	Policy No. BAVQFGTPA011200_130097-01

Policy Period: April 25, 2022 to April 8, 2023
Policy Territory: Worldwide

AVIATION COMMERCIAL GENERAL LIABILITY

Location of Aviation premises owned, rented to or occupied by the Named Insured:

Penn's Landing Heliport, Philadelphia, PA
1226 River Road, Croydon, PA

Including those airport premises necessary and incidental to the Aviation Operations of the Named Insured.

LIMITS OF LIABILITY

General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers')	\$20,000,000
Products-Completed Operations Aggregate Limit:	\$10,000,000
Personal Injury & Advertising Injury Aggregate Limit:	\$10,000,000
Each Occurrence Limit:	\$10,000,000
On Premises Automobile Liability:	\$10,000,000
Fire Damage Limit (Any One Fire):	\$ 500,000
Medical Expense Limit (Any One Person):	\$ 50,000
Hangarkeepers' Each Loss Limit:	\$20,000,000
Hangarkeepers' Each Aircraft Limit:	\$20,000,000
Hangarkeepers' Deductible(s): \$25,000 Each Aircraft	
Property Damage Deductible: \$2,500 per occurrence for Property Damage Liability / \$25,000 per aircraft deductible for Damage to Aircraft	

SPECIAL PROVISIONS

The Certificate Holder is included as an Additional Insured under the above policies as respects the operations of the Named Insured. As respects the above additional insured, this insurance does not apply to any claim or liability arising out of the use of any aircraft product manufactured, sold, handled, or distributed by the above additional insured.

In the event the insurance companies cancel the attached policies, this Certificate Holder shall be provided Thirty (30) days written notice of cancellation (ten (10) days for non-payment of premium).

This certificate is subject to all of the terms, conditions and limitations of the policies, and does not alter, amend or extend the coverage provided under the policies. This document certifies that the listed coverages are in full force and effect on the date of issue of the certificate. In the event of a conflict between the certificate and the policies, the provisions of the policies will be governing. Each of the above insurers, individually for its policy only, has authorized the undersigned to issue this certificate on its behalf as a matter of convenience. The undersigned is not an insurer and has no liability as an insurer as a result of issuing this certificate or under the above policies. If certificates have been issued prior to the date of issue of this certificate, this certificate cancels and supersedes each such certificate.

Crystal IBC LLC
Financial Square, 32 Old Slip
New York, NY 10005

By: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2022

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
Crystal & Company
Crystal IBC LLC
32 Old Slip
New York, NY 10005

CONTACT NAME: Mark Shichtman

PHONE (A/C, No. Ext): 212-504-5933

FAX (A/C, No): 646-810-3611

E-MAIL ADDRESS: mark.shichtman@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Starr Indemnity & Liability Co

38318

INSURED
Sterling Corporation d/b/a Sterling Helicopter
Ms. Dawn M. Fithian
1226 River Road
Croydon, PA 19147

STERHE

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1515589404

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000003629	4/8/2022	4/8/2023	X PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Evidence Of Insurance - Nassau County Police Department.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Police Department
1490 Franklin Avenue
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

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