



### Staff Summary A-19-2023

Subject: New Tires S/B # 86325-03100-033, BPNC20000208)
Department: Department of Shared Services, Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date: June 13, 2023
Vendor Name: Barnwell House of Tires, Inc.
Contract Number: A-19-2023
Contract Manager Name: Anette Sullivan, Buyer

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
7/25/2023 <i>RP</i>	EPO	<i>RP</i>	Budget
7/26/2023 <i>PM</i>	County Atty.	<i>[Signature]</i>	County Exec.

Significant Adverse Information Identified? [Yes \_\_\_/No X (If Yes, attach memo.)

#### Narrative

**Purpose:** This contract (BPNC20000208) was previously approved by the Rules Committee under RR 182-2020 in the amount of Eight Hundred Fifty Thousand Dollars (\$850,000). This is to notify the Rules Committee that the total funding will now be One Million Seven Hundred Seventy Thousand Dollars (\$1,770,000.) due to an increase request of Nine Hundred Twenty Thousand Dollars (\$920,000.) for Police, Public Works, Corrections and Parks.

**Discussion:** This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board. Minority Affairs was notified of this solicitation.

- 9 Vendors viewed the bid
- 2 Woman owned business    1 Minority    3 Small Business
- 0 Service Disabled (Veteran) owned business    1 Veteran Owned Business
- 1 Vendor bid on this solicitation
- 0 Woman owned business    0 Minority    0 Small Business
- 0 Service Disabled (Veteran) owned business    0 Veterans

2023 AUG 23 A 9:44  
 NASSAU COUNTY  
 CLERK OF SUPERIOR COURT

The identified lowest responsible bidder, Barnwell House of Tires, Inc. is not listed in the above categories.

**Impact on Funding/Term:** The maximum amount authorized under this blanket purchase order shall be One Million Seven Hundred Seventy Thousand Dollars (\$1,770,000.) from general funds, PWGEN 0320 DD408, PDPDD2569, 1569, DD408, BB208. FLEET CCGEN 1520, code 3230. Term was for one year with four annual renewals.

**Recommendation:** Department of Shared Services, Office of Purchasing recommends approval of the additional funds for this blanket purchase order with Barnwell House of Tires, Inc.

APPROVED: *[Signature]* 7/26/23  
 INSURANCE SECTION  
 REAL ESTATE, INSURANCE AND  
 DEPARTMENT OF ADMINISTRATION

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 VARIOUS NASSAU COUNTY AGENCIES AND BARNWELL HOUSE OF TIRES, INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 86325-03100-033 for New Tires as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that BARNWELL HOUSE OF TIRES, INC. 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 BARNWELL HOUSE OF TIRES, INC has reached a level of spending requiring oversight approval by the Rules Committee, as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to approve additional funding for the said BPO with BARNWELL HOUSE OF TIRES, INC.

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-19-2023**

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

**DATE:** JUNE 13, 2023

**SUBJECT:** RESOLUTION – VARIOUS NASSAU COUNTY AGENCIES

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 SEVEN HUNDRED SEVENTY THOUSAND DOLLARS (\$1,770,000) ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES TO BARNWELL HOUSE OF TIRES INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE NEW TIRES.

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

  
MELISSA GALLUCCI  
COMMISSIONER OF SHARED SERVICES

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 [X] If yes, to what campaign committee?

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

Kevin Gorman [KGORMAN@BARNWELLTIRE.COM]

Dated: 06/12/2023 04:13:14 pm

Vendor: Barnwell House of Tires Inc.

Title: Vice President

**Business History Form**

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

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

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

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

Date: 06/28/2023

1) Proposer's Legal Name: Barnwell House of Tires Inc

2) Address of Place of Business: 65 JETSON LANE, 65 JETSON LANE

City: Central Islip State/Province/Territory: NY Zip/Postal Code: 11722

Country: US

Address: 112 Lehigh Drive

City: Fairfield State/Province/Territory: NJ Zip/Postal Code: 07004

Country: US

Start Date: 06/01/2014 End Date: \_\_\_\_\_

Address: 1120 Leggett Ave

City: Bronx State/Province/Territory: NY Zip/Postal Code: 10474

Country: US

Start Date: 09/01/2016 End Date: \_\_\_\_\_

Address: 126 Frelinghuysen Ave

City: Newark State/Province/Territory: NJ Zip/Postal Code: 07114

Country: US

Start Date: 03/01/2018 End Date: \_\_\_\_\_

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Address: 1260 Wellwood Ave  
City: West Babylon State/Province/Territory: NY Zip/Postal Code: 11704  
Country: US  
Start Date: 05/01/2003 End Date: \_\_\_\_\_

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Address: 2020 Lakeland Ave  
City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779  
Country: US  
Start Date: 05/01/1990 End Date: \_\_\_\_\_

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Address: 72 Cabot Street  
City: West Babylon State/Province/Territory: NY Zip/Postal Code: 11704  
Country: US  
Start Date: 07/01/2005 End Date: \_\_\_\_\_

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Address: 950 Homestead Ave  
City: Maybrook State/Province/Territory: NY Zip/Postal Code: 12543  
Country: US  
Start Date: 06/01/2019 End Date: \_\_\_\_\_

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

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

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

4) Dun and Bradstreet number: 057715013

5) Federal I.D. Number: 111990996

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:

East Coast Retreaders LLC - Common Ownership  
Barnwell of Connecticut LLC - Common Ownership  
East Coast Retreaders of Connecticut LLC - Common Ownership

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

YES  NO  If yes, please provide details:

East Coast Retreaders LLC - Common Ownership  
Barnwell of Connecticut LLC - Common Ownership  
East Coast Retreaders of Connecticut LLC - Common Ownership

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:

Affiliates: All Common Ownership  
East Coast Retreaders LLC - Common Ownership  
Barnwell of Connecticut LLC - Common Ownership  
East Coast Retreaders of Connecticut LLC - Common Ownership  
Gorman Realty LLC  
Gorman Realty II LLC  
Gorman Realty III LLC  
Gorman Realty V LLC  
Gorman Realty VI LLC  
Gorman Holding LLC  
Gartread Realty LLC

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.

Conflict of Interest acknowledgement in Employee Handbook:

Conflict of Interest and Business Ethics

It is the policy of Barnwell that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence ei

2 File(s) uploaded: Conflict of Interest and Business Ethics.docx, Conflict of Interest and Business Ethics.docx

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 [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/04/1962

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.

William A Gorman, Vice President/Treasurer 15 Fieldview Drive, Fort Salonga, NY 11768  
Kevin T Gorman, Vice President/Secretary 18 Evergreen Drive, Manorville, NY 11949  
James W Gorman, President 17 Windcrest Drive, Manorville, NY 11949

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

William A Gorman, Vice President/Treasurer 15 Fieldview Drive, Fort Salonga, NY 11768  
Kevin T Gorman, Vice President/Secretary 18 Evergreen Drive, Manorville, NY 11949  
James W Gorman, President 17 Windcrest Drive, Manorville, NY 11949

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

149

vi) Annual revenue of firm;

89000000

vii) Summary of relevant accomplishments

Completed prior contracts with Nassua County over past 30 years.

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

B. Indicate number of years in business.

58

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

Barnwell has provided tires to Nassau County since 1990.

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	Suffolk County		
Contact Person	Jeannette Hickey		
Address	335 Yaphank Ave		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-5240		
Fax #			
E-Mail Address	Jeanette.Hickey@suffolkcountyny.gov		

Company	City of New York - Dept of Sanitation		
Contact Person	George Dima		
Address	52-07 58th Street		

City	Woodside	State/Province/Territory	NY
Country	US		
Telephone	(718) 334-8904		
Fax #			
E-Mail Address	GDima@dshy.nyc.gov		

Company	National Grid		
Contact Person	Lou Vetrano		
Address	175 East old Country Road		
City	Hicksville	State/Province/Territory	NY
Country	US		
Telephone	(516) 545-5098		
Fax #			
E-Mail Address	louis.vetrano@nationalgrid.com		

I, William A Gorman, 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, William A Gorman, 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: Barnwell House of Tires Inc

Electronically signed and certified at the date and time indicated by:  
William A Gorman BGORMAN@BARNWELLTIRE.COM

Vice President  
Title

06/28/2023 02:44:02 pm  
Date

## **Conflict of Interest and Business Ethics**

It is the policy of Barnwell that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

- Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization.
- Holding any interest in an organization that competes with the Company.
- Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company.
- Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between him/her (and his/her immediate family) and the Company.

## **Outside Employment**

Barnwell recognizes that some employees may seek additional outside employment, including second jobs, consulting engagements, self-employment and volunteer activities. To protect Barnwell's confidential information, trade secrets, and other business interests while employees are engaged in outside employment, Barnwell has adopted the following rules and guidelines relating to outside employment by employees:

- Outside employment must not interfere with the employee's work performance or work schedule.
- Employees may not use Barnwell property, facilities, equipment, supplies, IT systems (such as computers, networks, e-mail, telephones or voicemail), time, trademark, brand or reputation in connection with any outside employment.

- Employees engaging in outside employment must comply with Barnwell's policies on Conflict of Interest, Confidentiality and Protection of Confidential, proprietary and trade secret information
- Employees may not engage in any outside employment for an employer that competes with Barnwell.

If you are considering outside employment, but are not sure if it complies with the rules and guidelines set out in this policy, you should speak with your supervisor, who will help you determine whether the outside employment complies with this policy.

Any employee, regardless of position or title, whose supervisor determines has violated this policy will be subject to discipline, up to and including termination of employment.



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

Sales Tax Registration  
W A Harriman Campus  
Albany NY 12227-0865

2201628756900-AP00



BARNWELL HOUSE OF TIRES INC.  
DOMINIC VITALE  
65 JETSON LN  
CENTRAL ISLIP NY 11722-1202

New York State Department of Taxation and Finance

**Certificate of Authority**

Identification number

**11-1990996**

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



**VALIDATED**

**1/25/2022**

Dept of Tax  
and Finance

BARNWELL HOUSE OF TIRES INC.  
950 HOMESTEAD AVE  
MAYBROOK NY 12543-1343

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

**Nontransferable**

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

4020109100098

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DTF-17-A (11/14)



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.

East Coast Retreaders LLC  
East Coast Retreaders of Connecticut LLC  
Barnwell of Connecticut LLC  
Gorman Realty I LLC  
Gorman Realty II LLC  
Gorman Realty III LLC  
Gorman Realty IV LLC  
Gorman Realty V LLC  
Gorman Realty VI  
Gorman Holding LLC  
Gartread Realty LLC

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

YES  NO  If Yes, provide details.

East Coast Retreaders LLC - City of New York Dept of Sanitation, Retreading and Repair of Pneumatic Tires  
Barnwell of Connecticut LLC Multiple Connecticut municipalities,

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?

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, William A Gorman , 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, William A Gorman , 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.

Barnwell House of Tires Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
William A Gorman BGORMAN@BARNWELLTIRE.COM

Vice President

Title

06/22/2023 03:06:21 pm

Date



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.

East Coast Retreaders LLC  
East Coast Retreaders of Connecticut LLC  
Barnwell of Connecticut LLC  
Gorman Realty LLC  
Gorman Realty II LLC  
Gorman Realty III LLC  
Gorman Realty V LLC  
Gorman Realty VI LLC  
Gartread Realty LLC  
Gorman Hodings LLC

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

East Coast Retreaders LLC - City of New York Dept of Sanitation - Retread and Repair of Pneumatic Tires  
Barnwell of Connecticut LLC - Numerous Connecticut municipalities

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?

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.

[Empty rectangular box]

- 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.

[Empty rectangular box]

I, Kevin T Gorman , 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, Kevin T Gorman , 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.

Barnwell House of Tires Inc.

Name of submitting business

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

Kevin T Gorman KGORMAN@BARNWELLTIRE.COM

Vice President

Title

06/12/2023 04:24:12 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: James W Gorman  
Date of birth: 02/07/1960  
Home address: 17 Windcrest Drive

City:	<u>Manorville</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11949</u>
Country:	<u>US</u>				

Business Address: 65 Jetson Lane

City:	<u>Central Islip</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11722</u>
Country:	<u>US</u>				
Telephone:	<u>11722</u>				

Other present address(es):

City:	<u>Central Islip</u>	State/Province/ Territory:		Zip/Postal Code:	<u>11722</u>
Country:	<u>US</u>				
Telephone:	<u>6316487125</u>				

List of other addresses and telephone numbers attached

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

President	<u>05/01/1990</u>	Treasurer	
Chairman of Board		Shareholder	<u>05/01/1995</u>
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

YES  NO  If Yes, provide details.

33.33%

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.

Guarantees

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.

East Coast Retreaders LLC  
East Coast Retreaders of Connecticut LLC  
Barnwell of Connecticut LLC  
Gorman Realty LLC  
Gorman Realty II LLC  
Gorman Realty III LLC  
Gorman Realty V LLC  
Gorman Realty VI LLC  
Gartread Realty LLC  
Gorman Hodings LLC

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

East Coast Retreaders LLC - City of New York Dept of Sanitation - Retread and Reair of Pneumatic Tires  
Barnwell of Connecticut LLC - Numerous Connecticut municipalities

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.

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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.

[Empty rectangular box]

- 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.

[Empty rectangular box]

I, James Gorman , 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, James Gorman , 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.

Barnwell House of Tires Inc.  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
James Gorman JGORMAN@BARNWELLTIRE.COM

President  
Title

06/12/2023 04:22:21 pm  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Barnwell House of Tires

Address: 65 Jetson Lane

City: Central Islip State/Province/Territory: NY Zip/Postal Code: 11722

Country: US

2. Entity's Vendor Identification Number: 111990996

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):

2 File(s) uploaded: 2020 03 12 Nassau Cnty Disclosure.docx, 2023 06 23 Nassau Cnty New Tires 86325-03100-033- Business History Schedule A.docx

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.

William A	Gorman	15 Fieldview Drive,	Fort Salonga,	NY	11768
James W	Gorman	17 Windcrest Drive,	Manorville,	NY	11949
Kevin T	Gorman	18 Evergreen Drive,	Manorville,	NY	11949

3 File(s) uploaded: 2020 03 12 Nassau Cnty Disclosure.docx, 2020 03 12 Nassau Cnty Disclosure.docx, 2023 06 23 Nassau Cnty New Tires 86325-03100-033- Business History Schedule A.docx

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.

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

Are there lobbyists involved in this matter?

YES [ ] NO [X]

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

65 Jetson Lane

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

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

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

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

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

William Gorman [BGORMAN@BARNWELLTIRE.COM]

Dated: 06/26/2023 05:13:08 pm

Title: Vice President

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



**CORPORATE HEADQUARTERS**  
**65 JETSON LANE**  
**CENTRAL ISLIP, NY 11722**  
**631-650-0024 FAX 631-737-7023**

June 23, 2023

Attachment to Business History Form

Schedule A.

Operating Affiliates	Date of Formation	# Employees	Annual Revenue	State of Incorporation	President	Vice President	Treasurer	Secretary	Managing Member	Member	Member
Barnwell House of Tires Inc.	4/1/1962	175	83,775,140	New York	James Gorman	William Gorman Kevin Gorman	William Gorman	Kevin Gorman			
East Coast Retreaders LLC	11/1/2000	29	13,808,022	New York					William Gorman	Kevin Gorman	James Gorman
Barnwell of Connecticut LLC	6/1/2018	32	4,328,992	Connecticut					William Gorman	Kevin Gorman	James Gorman
East Coast Retreaders of Connecticut LLC	6/1/2018	7	2,998,195	Connecticut					William Gorman	Kevin Gorman	James Gorman

Barnwell House of Tires Inc 1120 Legget Avenue Bronx, NY 10474	Barnwell House of Tires Inc 112 Lehigh Drive Fairfield, NJ 07004
Barnwell House of Tires Inc 1260 N. Wellwood Avenue West Babylon, NY 11704	Barnwell House of Tires Inc 950 Homestead Ave Maybrook, NY 12543
Barnwell House of Tires Inc 126 Frelinghuysen Ave Newark, NJ 07114	Barnwell House of Tires Inc 125 Lindley Street Bridgeport, CT 06604
Barnwell House of Tires Inc 2020 Lakeland Avenue Ronkonkoma, NY 11779	Barnwell House of Tires Inc 64 E. Dudley Town Road Bloomfield, CT 06002
Barnwell House of Tires Inc 1120 Legget Avenue Bronx, NY 10474	Barnwell House of Tires Inc 143 East Main Street Torrington, CT 06790
East Coast Retreaders LLC 85 Bell Street West Babylon, NY 11704	East Coast Retreaders of Connecticut LLC 60 E. Dudley Town Road Bloomfield, CT 06002

All companies have common ownership:

William A Gorman 33 1/3%	15 Fieldview Drive, Fort Salonga, NY 11768
James W Gorman 33 1/3%	17 Windcrest Drive, Manorville, NY 11949
Kevin T Gorman 33 1/3%	18 Evergreen Drive, Manorville, NY 11949



**Corporate Headquarters**  
 65 Jetson Lane, Central Islip, NY 11722  
 P: 631-737-8473 | F: 631-737-7023  
 barnwelltire.com

Attachment to Business History Form

Schedule A.

Operating Affiliates	Date of Formation	# Employees	Annual Revenue	State of Incorporation	President	Vice President	Treasurer	Secretary	Managing Member	Member	Member
Barnwell House of Tires Inc.	4/1/1962	149	41,000,000	New York	James Gorman	William Gorman	William Gorman	Kevin Gorman			
East Coast Retreaders LLC	11/1/2000	20	8,200,000	New York					William Gorman	Kevin Gorman	James Gorman
Barnwell of Connecticut LLC	6/1/2018	40	9,000,000	Connecticut					William Gorman	Kevin Gorman	James Gorman
East Coast Retreaders of Connecticut LLC	6/1/2018	11	2,900,000	Connecticut					William Gorman	Kevin Gorman	James Gorman

**Additional business locations:**

Barnwell House of Tires Inc 1120 Legget Avenue Bronx, NY 10474	Barnwell House of Tires Inc 112 Lehigh Drive Fairfield, NJ 07004
Barnwell House of Tires Inc 1260 N. Wellwood Avenue West Babylon, NY 11704	Barnwell House of Tires Inc 950 Homestead Ave Maybrook, NY 12543
Barnwell House of Tires Inc 72 Cabot Street West Babylon, NY 11704	Barnwell of Connecticut LLC 125 Lindley Street Bridgeport, CT 06604
Barnwell House of Tires Inc 2020 Lakeland Avenue Ronkonkoma, NY 11779	Barnwell of Connecticut LLC 64 E. Dudley Town Road Bloomfield, CT 06002
Barnwell House of Tires Inc 1120 Legget Avenue Bronx, NY 10474	Barnwell of Connecticut LLC 143 East Main Street Torrington, CT 06790
East Coast Retreaders LLC 85 Bell Street West Babylon, NY 11704	East Coast Retreaders of Connecticut LLC 60 E. Dudley Town Road Bloomfield, CT 06002

All companies have common ownership:

William A Gorman	33 1/3%	15 Fieldview Drive, Fort Salonga, NY 11768
James W Gorman	33 1/3%	17 Windcrest Drive, Manorville, NY 11949
Kevin T Gorman	33 1/3%	18 Evergreen Drive, Manorville, NY 11949

<i>Barnwell House of Tires Inc.</i>	<i>Barnwell of Connecticut LLC</i>	<i>East Coast Retreaders LLC</i>	<i>East Coast Retreaders of Connecticut LLC</i>
Ronkonkoma, NY Central Islip, NY West Babylon, NY Bronx, NY	Newark, NJ Fairfield, NJ Maybrook, NY	Torrington, CT Bloomfield, CT Bridgeport, CT	West Babylon, NY Bloomfield, CT

BLANKET PURCHASE ORDER

BPO ID: BPNC20000208

PRINT DATE: 06/30/2023

PAGE: 01

TO CONTRACTOR:

111990996  
BARNWELL HOUSE OF TIRES, INC.  
2020 LAKELAND AVENUE

RONKONKOMA NY 11779-

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	11/30/2023	12/01/20	0%	NET 30

TERMS:

TITLE: NEW TIRES  
AUTHORITY: AWARDED UNDER S/B # 86325-03100-033 AFTER PUBLISHED NOTICE  
RR 182/2020, A-56-2020

REPLACES: BPNC15000028

BUYER: ANETTE SULLIVAN

THE MAXIMUM AMOUNT AUTHORIZED UNDER THIS BLANKET PO INCLUDING  
RENEWAL OPTIONS THAT MAY BE EXERCISED BY THE COMMISSIONER OF SHARED  
SERVICES SHALL BE \$850,000.00  
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
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BLANKET PURCHASE ORDER

BPO ID: BPNC20000208

PRINT DATE: 06/30/2023

PAGE: 02

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
1	863-25		EA	

TIRES/TUBES, INDUSTRIAL

MFG PRICE LIST: GOODYEAR PRICE LIST DATED 2/1/20 7/1/18 OTR

LESS DISCOUNT PERCENTAGE:

- PASSENGER CAR - POLICE AUTO - LESS 54.50%
- PASSENGER CAR - AUTO RADIAL - LESS 50%
- LIGHT TRUCK BIAS - LESS 50%
- LIGHT TRUCK RADIAL - LESS 50%
- LIGHT TRK STL CSG UNISTEEL RLT - LESS 62%
- MED TRUCK COMM RADIAL - LESS 62%
- OTR - (OFF THE ROAD) - LESS 30%
- TUBES - LESS NET

VARIOUS TYPES OF GOODYEAR TIRES ( NO DEMOS, USED OR RECAPPED TIRES)

NEW PRICE LIST EFFECTIVE 2/1/23

2	863-25		EA	
---	--------	--	----	--

TIRES/TUBES, INDUSTRIAL

CARLISLE SPECIALTY - NET PRICE LIST DATED 1/1/20 30% OFF

BRIDGESTONE/FIRESTONE GOVERNMENT PRICE LIST LESS % DISCOUNT

- POLICE AUTO/AUTO RADIAL - FIRESTONE PURSUIT - LESS 25%
- LIGHT TRUCK BIAS/RADIAL - FIRESTONE LIGHT TRUCK - LESS 21.50%
- UNISTEEL RLT D/139 - FIRESTONE LIGHT TRUCK - LESS 37.00%
- MEDIUM COMMERCIAL RADIAL, ETC - FIRESTONE MED TRUCK - LESS 37.00%
- MEDIUM COMMERCIAL RADIAL, ETC - FIRESTONE OTR - LESS 38%
- MEDIUM COMMERCIAL RADIAL, ETC - FIRESTONE FARM - LESS 24%
- AUTO RADIAL - BRIDGESTONE PASSENGER - LESS 21.50%
- LIGHT TRUCK BIAS - BRIDGESTONE LIGHT TRUCK - LESS 21.50%
- LIGHT TRUCK RADIAL - BRIDGESTONE LIGHT TRUCK - LESS 21.50%
- UNISTEEL RLT D/139 - BRIDGESTONE LIGHT TRUCK - LESS 40.00%
- MEDIUM COMMERCIAL RADIAL, ETC - BRIDGESTONE MED TRUCK - LESS 40.00%
- MEDIUM COMMERCIAL RADIAL, ETC - BRIDGESTONE OTR - LESS 38.00%
- MEDIUM COMMERCIAL RADIAL, ETC - BRIDGESTONE FARM - LESS 24.00%

NEW PRICE LIST EFFECTIVE 2/1/23

3	863-25		EA	
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TIRES/TUBES, INDUSTRIAL

<< CONTINUED, NEXT PAGE >>

BLANKET PURCHASE ORDER

BPO ID: BPNC20000208

PRINT DATE: 06/30/2023

PAGE: 03

MICHELIN GOVERNMENT PRICE LIST MFG.JANUARY 1,2020- LESS % DISCOUNT  
MICHELIN PASSENGER - LESS 50%  
BF GOODRICH PASSENGER - LESS 50%  
UNIROYAL PASSENGER - LESS 50%  
MICHELIN LIGHT TRUCK - LESS 50%  
BF GOODRICH LIGHT TRUCK - LESS 50%  
UNIROYAL LIGHT TRUCK - LESS 50.00  
MICHELIN COMMERCIAL - LESS 60%  
BF GOODRICH COMMERCIAL - LESS 60%  
EFF.5/19 MICHELIN GOVERNEMNET PRICE BOOK DATED 1/19 REPLACES  
LIST DATED 2018  
NEW PRICE LIST EFFECTIVE 2/1/23

4 863-25 EA  
TIRES/TUBES, INDUSTRIAL

CONTINENTAL/GENERAL G3 CATALOG - LESS % DISCOUNT  
MFR.PRICE LIST JANUARY 1, 2020  
PASSENGER - LESS 50.00%  
LIGHT TRUCK - LESS 50.00%  
MEDIUM RADIAL TRUCK - LESS 33.00%  
NEW PRICE LIST EFFECTIVE 2/1/23

5 863-25 EA  
TIRES/TUBES, INDUSTRIAL

TITAN FARM AND OFF THE ROAD TIRES - CATALOG LESS % DISCOUNT  
MFG PRICE LIST 1/1/20  
GOODYEAR BRAND - LESS 35%  
TITAN BRAND - LESS 35%  
NEW PRICE LIST EFFECTIVE 2/1/23

6 863-25 EA  
TIRES/TUBES, INDUSTRIAL

DOUBLECOIN COMMERCIAL AND OFF THE ROAD MFG.CAT. LESS % DISCOUNT

COMMERCIAL TRUCK TIRES (TBR) - LESS 25%  
OFF THE ROAD AND INDUSTRIAL - LESS 25%  
NEW PRICE LIST IN EFFECT FOR TIRES AS OF OCTOBER 7, 2021  
SENT IN AN EMAIL.  
NEW PRICE LIST IN EFFECT 12/1/21 SENT VIA EMAIL  
NEW PRICE LIST EFFECTIVE 2/1/23

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

TERMS:

<< CONTINUED, NEXT PAGE >>

BLANKET PURCHASE ORDER

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\*\*\*\*\*  
\*\*RR\*\* \*\*\*\*\*  
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: VARIOUS NASSAU AGENCIES

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.

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

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

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

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:

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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.\*\*\*\*\*

APPROXIMATE QUANTITIES; WHEN INDICATED, ARE MERELY ESTIMATES BASED ON EXPERIENCE AND ARE GIVEN FOR INFORMATIONAL PURPOSES ONLY. THE COUNTY WILL NOT BE COMPELLED TO ORDER THE TOTAL ESTIMATED AMOUNT OF ANY RESPECTIVE ITEM. CONTRACTS, HOWEVER, SHALL BE FOR THE QUANTITIES ACTUALLY ORDERED BY COUNTY AGENCIES DURING THE PERIOD SPECIFIED.

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

THE CONTRACTOR AGREES THAT IN THE EVENT ANY OF THE SERVICES PROVIDED  
<< CONTINUED, NEXT PAGE >>

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

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

.....  
SERVICE DEEMED BY THE COUNTY IN ITS SOLE DISCRETION TO BE EXTRAORDINARY OR INVOLVE ANY SPECIAL CONDITIONS, QUANTITIES, CIRCUMSTANCES OR COMPLEXITIES.

.....  
INDEMNIFICATION  
-----

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

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for which Contractor is responsible under this paragraph.

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 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.

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

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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 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.

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ment of Publics 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 is 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 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

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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.

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.

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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.

"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  
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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.
- 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.

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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  
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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.

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 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.

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 << CONTINUED, NEXT PAGE >>

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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.

Ordinance 153-2018

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

Value of Contract	Administrative Fee
\$0 - \$10,000	\$0.00
Over \$10,000 - \$50,000	\$160.00
Over \$50,000 - \$100,000	\$266.00
Over \$100,000	\$533.00

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

ALL TERMS AND CONDITIONS AND SPECIFICATIONS INCLUDED IN THE FORMAL SEALED BID NUMBERED 86325-03100-033 DATED MARCH 10,2020 ARE INCORPORATED BY REFERENCE IN THIS BLANKET ORDER CONC2100174 AUTHORIZES THE EXTENSION OF B/O #BPNC20000208. TO 11/30/22...PER VENDOR LETTER DATED 09/08/21... SIGNED BY

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. CONC2202691 AUTHORIZES THE EXTENSION OF B/O #BPNC20000208. TO 11/30/23...PER VENDOR LETTER DATED 11/29/22... SIGNED BY BILLY GORMAN AT BARNWELL.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2023

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

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

<b>PRODUCER</b> Affiliated Agency, Inc. 255 Executive Dr Ste 308 Plainview NY 11803	<b>CONTACT NAME:</b> Carolina Otero <b>PHONE (A/C No. Ext):</b> 516-576-0166 <b>E-MAIL ADDRESS:</b> coteroc@aaiinsurance.com	<b>FAX (A/C No.):</b> 516-576-0168												
	<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Barnwell House Of Tires, Inc. 65 Jetson Lane Central Islip NY 11722	License#: 863824 BARNHOU-01	<table border="1"> <tr> <td><b>INSURER A :</b> Republic Franklin Ins</td> <td>NAIC # 12475</td> </tr> <tr> <td><b>INSURER B :</b> Utica National Ins of Texas</td> <td>43478</td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER A :</b> Republic Franklin Ins	NAIC # 12475	<b>INSURER B :</b> Utica National Ins of Texas	43478	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER D :</b>														
<b>INSURER E :</b>														
<b>INSURER F :</b>														

**COVERAGES**

CERTIFICATE NUMBER: 2077467600

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage Liability <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	4955998	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMP BENEFITS \$ 1,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5152141	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4955999	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				
A	Garagekeepers		5152141	5/1/2023	5/1/2024	Lot Limit 120,000 Ded/MaxDed 1000/5000

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

Nassau County is included as additional insured with respects to commercial general liability as required by written contract per form #8E3548 (07/11).

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County  
 240 Old Country Rd # 307  
 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