

# Nassau County Shared Services, Office of Purchasing

# Staff Summary A-06-2024

Subject: Repair of Emergency Vehicles	Date:	
S/B #92815-01261-012, (BPNC21000012)	January 12,2024	
Department: Department of Shared Services,	Vendor Name:	Savetine and a December
Office of Purchasing	Cross Island Welding & E	equipment kepair
Department Head Name: Melissa Gallucci	Contract Number:	,
	A-06-2024	
Department Head Signature	Contract Manager Nam Anette Sullivan, Buyer	ie.
IIII John John John John John John John John	Ariene Sollivari, boyer	
· Internal :	Approvals	
Date & Init. Approval	Date & Init.	Approval
3/18/2024 682/00	B 3/1/2/	Budget
3/22/2024 Zay County Atty.	1	County Exec.
	My 4116	
Significant Adverse Information Identified? [Yes/No	<u>X</u> (IPYes, attach memø.)	
larrative	•	
Department of Public Works due to the increase in the confiscussion:  This solicitation was advertised in Newsday and Minority Affairs was notified of this solicitation.  10 Vendors viewed the bid Woman owned business Minority Service Disabled (Veteran) owned business	and posted to the Nassau C 2_ Small Business	ounty Bid Solicitation Board.
_2_Vendor bid on this solicitation		U
Woman owned business O Mind	ority <u>1</u> Small Busi	iness
_0 Service Disabled (Veteran) owned busing	ess O Veterans	manus nyies 9 E
_oservice bisabled (vereidin) owned bosin	ess <u>o</u> , veleidis	
he identified lowest responsible bidder, Cross Island Weld categories as a small business.	ding & Equipment Repair is	listed in the above
mpact on Funding/Term: The maximum amount authorize fundred Ninety Thousand Dollars (\$590,000.00) from general WCAPCAP. Term was for one year with four annual rene	eral and capital funds, PWC	
Recommendation: Department of Shared Services, Office unds for this blanket purchase order with Cross Island We		ids approval of the additional

Rev. 10/2021

## RULES RESOLUTION -2024

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO APPROVE ADDITIONAL FUNDING FOR A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND CROSS ISLAND WELDING AND EQUIPMENT REPAIR.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 92815-01261-012 for Repair of Emergency Vehicles as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that <u>CROSS ISLAND WELDING AND EQUIPMENT REPAIR</u> 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 CROSS ISLAND WELDING AND EQUIPMENT REPAIR 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 <u>CROSS ISLAND WELDING</u>
AND EQUIPMENT REPAIR.

### COUNTY OF NASSAU

### INTER - DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-06-2024

FROM:

MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE:

January 12, 2024

SUBJECT: RESOLUTION - NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

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 FIVE HUNDRED NINETY THOUSAND DOLLARS (\$590,000) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO CROSS ISLAND WELDING AND EQUIPMENT REPAIRWHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE REPAIR OF EMERGENCY VEHICLES.

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?		
	ally signed and certified at the date and time indicate ndeman [GEORGE@CROSSISLANDWELDING.COM]	d by:	
Dated:	01/04/2024 03:00:20 pm	Vendor:	Cross Island Welding & Equipment Repair Inc.
		Title:	President

## **Business History Form**

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

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

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

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

Date:	01/04/2022		· 			
1)	Proposer's Legal Name:	Cross Island Weld	ing & Equipment Repa	ir Inc.		
2)	Address of Place of Business:	635 Commercial A	venue			
	City: Garden City		State/Province/ Territory:	NY	Zip/Postal Code:	11530
	Country: US					
3)	Mailing Address (if different):					
	City:		State/Province/ Territory:		Zip/Postal Code:	
	Country:					
	Phone:		_			
	Does the business own or rent	its facilities?	Rent	If oth	er, please prov	ide details:
4)	Dun and Bradstreet number:	None				
5)	Federal I.D. Number:	11-3398993				
6)	The proposer is a: Corpora	tion	(Describe	e)	•. •.	
7)	Does this business share office YES [X] NO [] If yes, please pro- Cross Island Wrecker Service In	vide details:				ns Inc, Dengo

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	YES [] NO [X] If yes, please provide details:
	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? YES [] NO [X] If yes, please provide details:
	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 [X] 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).
	Has the proposer, during the past seven years, been declared bankrupt? YES [] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets
	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective at taken.
	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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective at taken.
	Has any current or former director, owner or officer or managerial employee of this business had, either before or described such person's employment, or since such employment if the charges pertained to events that allegedly occurred due the time of employment by the submitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending?  YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective at taken.
-	b) Any misdemeanor charge pending? YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective a

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	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, which relates to truthfulness or the underlying facts of which related to the conduct of business?  YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances at taken.	
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances at taken.	nd corrective action
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances at taken.	
15)	In the past (5) years, has this business or any of its owners or officers, or any other affiliated business I imposed as a result of judicial or administrative proceedings with respect to any professional license h YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances at taken.	eld?
16)	For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any a state or local taxes or other assessed charges, including but not limited to water and sewer charges?  YES [] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the	
17	Conflict of Interest:  a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please exconflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may creat 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 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 interest in acting on behalf of Nassau County.  No conflict exists	that may create a unty.
	b) Please describe any procedures your firm has, or would adopt, to assure the County that a conwould not exist for your firm in the future.  If any potential conflicts were to arise, Cross Island Welding & Equipment Repair Inc. would in the County of Nassau.	

	] NO [X]
	e proposer an individual? ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:
i)	Date of formation; 02/25/1997
ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholder members, general or limited partner. If none, explain.
	George Lindeman, President, 6 12th Street Carle Place NY 11514
iii)	Name, address and position of all officers and directors of the company. If none, explain.  George Lindeman, President, 6 12th Street Carle Place NY 11514
	George Lindeman, President, 6 12th Street Carle Place NY 11514
iv)	State of incorporation (if applicable);  NY
v)	The number of employees in the firm; 11
vi)	Annual revenue of firm; 2600000
vii)	Summary of relevant accomplishments
	1 File(s) uploaded: Accomplishments.pdf
viii)	Copies of all state and local licenses and permits.
	5 File(s) uploaded: License.pdf, License1.pdf, Permits.pdf, Permits1.pdf, Permits2.pdf
	ate number of years in business.

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who are qualified to evaluate the Proposer's capability to perform this work.

Long Island Railroad		
Sal Lucchese		
146-01 Archer Ave		
Jamaica	State/Province/Territory	NY
US		
(516) 807-3030		
slucchese@lirr.org	<u> </u>	
Water Authority of Western Nassau		
James Donlon		
1580 Union Tpke.		
New Hyde Park	State/Province/Territory	NY
US		
(516) 582-9892		
jdonlon@wawnc.org		
Lewis Tree Service		
Steven Duley		
300 Lucius Gordon Dr.		
West Henrietta	State/Province/Territory	NY
US		
(585) 353-4763		
Charles Dulay@lawishes a same		
	Sal Lucchese 146-01 Archer Ave Jamaica US (516) 807-3030  slucchese@lirr.org  Water Authority of Western Nassau James Donlon 1580 Union Tpke. New Hyde Park US (516) 582-9892  jdonlon@wawnc.org  Lewis Tree Service Steven Duley 300 Lucius Gordon Dr. West Henrietta US	Sal Lucchese  146-01 Archer Ave  Jamaica State/Province/Territory  US (516) 807-3030  Slucchese@lirr.org  Water Authority of Western Nassau  James Donlon 1580 Union Tpke.  New Hyde Park State/Province/Territory  US (516) 582-9892  jdonlon@wawnc.org  Lewis Tree Service Steven Duley 300 Lucius Gordon Dr.  West Henrietta State/Province/Territory  US (585) 353-4763

l,	George Lindeman	, 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,	George Lindeman	, hereby certify that I have read and understand all the				
iten	ns contained in this form; that I supplied full and complete an	swers to each item therein to the best of my knowledge,				
info	rmation and belief; that I will notify the County in writing of a	any change in circumstances occurring after the submission of				
this	form; and that all information supplied by me is true to the k	est of my knowledge, information and belief. I understand that				
the	County will rely on the information supplied in this form as a	dditional inducement to enter into a contract with the				
sub	mitting business entity.					
CER	TIFICATION					
	ATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY	·				
		RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE				
RID:	S, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING TH	IE FALSE STATEMENT TO CRIMINAL CHARGES.				
Nan	ne of submitting business: Cross Island Welding & I	Fauipment Repair Inc				
Hun	ic of subfinding subfices.	Adipment repair me.				
Elec	tronically signed and certified at the date and time indicated	by:				
George Lindeman GEORGE@CROSSISLANDWELDING.COM						
Pres	sident					
Title	2					
01/0	01/04/2024 03:02:19 pm					
Date	e					

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# New York State Department of Motor Vehicles

THIS CERTIFICATE EXPIRES 07/31/24 7075458 FACILITY IDENTIFICATION NO.

Validation Date and Number: 06/28/22

06870

This person is REGISTERED AS A REPAIR SHOP

pursuant to the provisions of the Vehicle and Traffic Law.

CROSS ISLND WELDING& EQUIPMENT 635 COMMERCIAL AV GARDEN CITY NY 11530



'81P (11/95)

This document does not certify that this business complies with zoning and other local laws. POST IN A CONSPICUOUS PLACE



# New York State Department of Motor Vehicles OFFICIAL BUSINESS

THIS CERTIFICATE EXPIRES 07/31/24 FACILITY IDENTIFICATION NO. 7075458

CROSS ISLND WELDING& EQUIPMENT INC

Validation Date and Number: 06/28/22

06871

This person is LICENSED AS A PUBLIC INSPECTION STATION pursuant to the provisions of the Vehicle and Traffic Law. 1A-1B-2A-2B-DL

635 COMMERCIAL AV GARDEN CITY NY 11530



-61P (11/95)

This document does not certify that this business complies with zoning and other local laws POST IN A CONSPICUOUS PLACE



# New York State Department of Motor Vehicles **AL BUSINESS**

THIS CERTIFICATE EXPIRES 07/31/24 7075458 TRS FACILITY IDENTIFICATION NO.

Validation Date and Number: 06/28/22 06872

This person is REGISTERED AS A TRANSPORTER pursuant to the provisions of the Vehicle and Traffic Law.

CROSS ISLND WELDING& EQUIPMENT INC 635 COMMERCIAL AV GARDEN CITY NY 11530



This document does not certify that this business complies with zoning and other local laws POST IN A CONSPICUOUS PLACE

## **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

Date of birth	າ: 03/1	5/1953				
Home addre	ss: 6 121	th Street				
			State/Province/		Zip/Postal	
City:	Carle Plac	e	Territory:	NY	Code:	11514
Country:	US			· · · · · · · · · · · · · · · · · · ·	***************************************	
,.						
Business Ad	dress:	635 Commercial A	∖ve			
		****	State/Province/		Zip/Postal	
City:	Garden Ci	ty	Territory:	NY	Code:	11530
Country	US		<del></del>		<del></del>	, , , , , , , , , , , , , , , , , , , ,
Telephone:	516-227-1	L200				
			······································		,	
Other prese	nt address(es	):				
			State/Province/		Zip/Postal	
City:			Territory:		Code:	
Country:						
Telephone:						
List of other	addresses ar	nd telephone numbers	attached			
		·	attached ng date of each (check all	applicable)		
		ng business and starti		applicable)		
Positions he	ld in submitti	·	ng date of each (check all			
Positions he President Chairman of	ld in submitti Board	ng business and starti	ng date of each (check all Treasurer Shareholde			
Positions he President Chairman of Chief Exec. (	ld in submitti Board Officer	ng business and starti	ng date of each (check all Treasurer Shareholde Secretary			
Positions he President Chairman of Chief Exec. ( Chief Finance	ld in submitti Board Officer ial Officer	ng business and starti	ng date of each (check all Treasurer Shareholde			
President Chairman of Chief Exec. C Chief Finance Vice Preside	ld in submitti Board Officer ial Officer	ng business and starti	ng date of each (check all Treasurer Shareholde Secretary			
Positions he President Chairman of Chief Exec. ( Chief Finance	ld in submitti Board Officer ial Officer	ng business and starti	ng date of each (check all Treasurer Shareholde Secretary			
President Chairman of Chief Exec. C Chief Finance Vice Preside	ld in submitti Board Officer ial Officer	ng business and starti	ng date of each (check all Treasurer Shareholde Secretary			
Positions he President Chairman of Chief Exec. ( Chief Finance Vice Preside (Other)	ld in submitti Board Officer ial Officer nt	ng business and starti _08/01/1982	ng date of each (check all Treasurer Shareholde Secretary Partner	er		
President Chairman of Chief Exec. ( Chief Finance Vice Preside (Other)  Do you have	ld in submitti Board Officer ial Officer nt	ng business and starti  08/01/1982  erest in the business	ng date of each (check all Treasurer Shareholde Secretary	er		
Positions he President Chairman of Chief Exec. ( Chief Finance Vice Preside (Other)  Do you have YES [X] NO [	ld in submitti Board Officer ial Officer nt	ng business and starti  08/01/1982  erest in the business	ng date of each (check all Treasurer Shareholde Secretary Partner	er		
President Chairman of Chief Exec. ( Chief Finance Vice Preside (Other)  Do you have	ld in submitti Board Officer ial Officer nt	ng business and starti  08/01/1982  erest in the business	ng date of each (check all Treasurer Shareholde Secretary Partner	er		
Positions he President Chairman of Chief Exec. ( Chief Finance Vice Preside (Other)  Do you have YES [X] NO [	ld in submitti Board Officer ial Officer nt an equity int	ng business and starti  08/01/1982  cerest in the business and starti	ng date of each (check all Treasurer Shareholde Secretary Partner	ire?	ny other type of co	ntributio

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 [X] NO [] If Yes, provide details.					
	Edgewood Industries, Dengo Inc, Cross Island Property Solutions Inc					
6.	while YES [	any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years e you were a principal owner or officer?  [X] NO [] If Yes, provide details.  Ewood Industries - Nassau County DPW				
any ac	tion ta	firmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of alken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, he appropriate page and attach it to the questionnaire.				
7.		e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which have been a principal owner or officer:				
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES [] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.				
8.	subje been busin YES [	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the ect of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such ness now the subject of any pending bankruptcy proceedings, whenever initiated?  ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.				

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b.	Is there any misdemeanor charge pending against you?  YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you?  YES [] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
In add	ition to the information provided in response to the previous questions, in the past 5 years, have you been the
subjed invest at, for	ition to the information provided in response to the previous questions, in the past 5 years, have you been the st of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or igative agency and/or the subject of an investigation where such investigation was related to activities performed, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
subjed invest at, for	et of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local parosecuting or igative agency and/or the subject of an investigation where such investigation was related to activities performed, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
subjectinvest at, for YES [] In add Quest invest you w	et of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or igative agency and/or the subject of an investigation where such investigation was related to activities performed, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  NO [X] If yes, provide an explanation of the circumstances and corrective action taken.  ition to the information provided, in the past 5 years has any business or organization listed in response to ion 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of igation by any government agency, including but not limited to federal, state, and local regulatory agencies while ere a principal owner or officer?
subjectinvest at, for YES [] In add Quest invest you w	et of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or igative agency and/or the subject of an investigation where such investigation was related to activities performed, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  NO [X] If yes, provide an explanation of the circumstances and corrective action taken.  ition to the information provided, in the past 5 years has any business or organization listed in response to ion 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of igation by any government agency, including but not limited to federal, state, and local regulatory agencies while
subjectinvest at, for YES []  In add Quest invest you w YES []  In the sancti	et of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local perosecuting or igative agency and/or the subject of an investigation where such investigation was related to activities performed, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  NO [X] If yes, provide an explanation of the circumstances and corrective action taken.  ition to the information provided, in the past 5 years has any business or organization listed in response to ion 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of igation by any government agency, including but not limited to federal, state, and local regulatory agencies while ere a principal owner or officer?

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I, George Lindeman	, 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, George Lindeman	, hereby certify that I have read and understand all the
items contained in this form; that I supplied full and complete a	nswers 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
	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	
CERTIFICATION	VAMADE IN CONNECTION WITH THE OFFICE ON A LINE AND
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENT	·
RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT	
BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING T	HE FALSE STATEMENT TO CRIMINAL CHARGES.
Cross Island Welding & Equipment Repair Inc.	
Name of submitting business	
-	
Electronically signed and certified at the date and time indicate	d by:
George Lindeman GEORGE@CROSSISLANDWELDING.COM	
President	
Title	
04 /04 /2024 02:02:57 mm	
01/04/2024 03:02:57 pm	
Date	

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# COUNTY OF NASSAU

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

Cross Island Welding & Equipment Repair Inc.

Address: 6	335 Commercial Ave				
City: Gard	en City	State/Province/Territory:	NY	Zip/Postal Code:	11530
Country:	US				
2. Entity's Ven	dor Identification Number:	11-3398993		, a	
3. Type of Bus	iness: Closely Held Corp	(specify)		- Participation of the Control of th	
partners and I		that is, all individuals serving conficers, all parties of Joint Ventificers and parties of Joint Ventificers.			
	share holders/partners/memb	ers, members, or partners of the ers. If a Publicly held Corporation			
	nan, President, 6 12th Street C	Carle Place NY 11514			
				,	
First Name	George				
Last Name	Lindeman				
MI Suffix					
Address	635 Commercial Avenue				
		State/Prov	/ince/	Zip/Postal	
City	Garden City	Territory:	NY	Code:	11530
Country	US		-		
Position	President				
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a separate disc disclosure sha performance o	closure form for each affiliated	nd their relationship to the firm d or subsidiary company that m ted or subsidiary companies no	ay take part in the	e performance of this	contract. Such

1. Name of the Entity:

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):
	(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):
	TION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the purpose of executing Contracts.
-	ned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her true and accurate.
	y signed and certified at the date and time indicated by: eman [GEORGE@CROSSISLANDWELDING.COM]
Dated:	01/04/2024 03:04:11 pm
litle:	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.



Policy Number: 9047680072

Date Entered: 1/4/2024

# CERTIFICATE OF GARAGE INSURANCE

PATE (NW DD/YYYY)

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 REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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

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PO Box 229				#-MAI	ANC. No. Extb (845) 523-2494 FAX (A/C, No): (845) 268-5089 EMAR (A/C, No): (845) 268-5089					
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Nassau County SHOULD ANY OF THE AROUS DOSC CIDED DOLLARS BY A SALAR BY A SALA										
1 West Street			11117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN						
Mineola, NY 11501			ACCORDANCE WITH THE POLICY PROVISIONS.							
				William The State of the State						
AUTH			AUTHORI	Authorized REPRESENTATIVE John J. Murphy						
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ACORD 30 (2016/03)

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# **BLANKET PURCHASE ORDER:**

BPO ID: BPNC21000012

To Contractor:

113398993

**CROSS ISLAND WELDING & EQUIPMENT REPAIR** 

635 COMMERCIAL AVENUE

GARDEN CITY, NY 11530

Ship to:

AS SPECIFIED ON INDIVIDUAL ORDERS

F.O.B Point

Expiration Date

Effective Date

Discount Terms

20250128

20210129

NET

Terms:

DEST

TITLE: REPAIR OF EMERGENCY VEHICLES

AUTHORITY: AWARDED UNDER S/B # 92815-01261-012 AFTER PUBLISHED NOTICE

BUYER: ANETTE SULLIVAN

ltem	Commodity ID	Unit of Measure	Unit Cost
3	92815	EA	95.0000
	AUTOMOBILE MAINTENANCE/REPAIR		
	EMERGENCY RESPONSE VEHICLE REPAIR		
	HOURLY SHOP RATE FOR REPAIRS AND DIAGNOSIS		
	NORMAL WORK HOURS MONDAY THROUGH FRIDAY 8AM-4PM		
	LABOR HOURLY RATE TÉCHNICIAN REQULAR \$95.00 PER HOUR		
	QUARTERLY HOURS WILL BE IN PROPORTION TO THE HOURLY RATE		
4	92815	EA	125.0000
	AUTOMOSILE MAINTENANCE/REPAIR		
	EMERGENCY RESPONSE VEHICLE REPAIR		
	OVERTIME INCLUDES ALL OTHER TIMES AFTER 4PM OR BEFORE 8AM MONDAY		
	THRU FRIDAY OR ANYTIME ON SAT, SUN AND ANY STATE RECOGNIZED HOLIDAYS		
	LABOR HOURLY RATE TECHNICIAN OVERTIME \$ 125.00 PER HOUR		
	QUARTERLY HOURS WILL BE IN PROPORTION TO THE HOURLY RATE		
5	92815	EA	.0000
	AUTOMOBILE MAINTENANCE/REPAIR		
	EMERGENCY RESPONSE VEHICLES REPAIR PARTS		
	COST PLUS 20%	•	
	SHIPPING WILL BE PAID AT 0%		

EA .0000

### 6 92815

AUTOMOBILE MAINTENANCE/REPAIR

SUBCONTRACTING

SUBCONTRACTING MUST HAVE DOCUMENTED PRIOR APPROVAL FROM THE USING AGENCY AND WILL BE REIMBURSED ONLY WHEN A PAID INVOICE AND APPROVAL DOCUMENT FROM THE USING AGENCY IS SUBMITTED WITH THE CLAIM. SUBCONTRACTING COST PLUS 10%WARRANTY ON SERVICE, REPAIR OR NEW INSTALATIONS RENDERED:

PARTS: MANUFACTURER WARRANTY TERMS

LABOR: 365 DAYS

CONTRACTOR WILL MAINTAIN STOCK OF REGULAR SUPPLY ITEMS COMMONLY USED IN THEIR TRADE (I.E. TAPE, SCREWS, CABLE TIES, ADHESIVE LIQUIDS,

ETC 1

LABOR CHARGES TO BE COMPLETE AND INCLUDE ALL APPLICABLE COSTS. THERE WILL BE NO ALLOWANCE FOR TRAVEL CHARGES, MILEAGE AND ESTIMATES DETAILS OF PARTS USED:

ONLY ACTUAL SYSTEM COMPONENTS, SHOWN ON THE PLANS AND SPECIFICATIONS
FOR THE AFFECTED SYSTEM MACHINERY, SHOULD BE BILLED. IF PARTS ARE
PURCHASED TO COMPLETE THE REPAIR, PHOTOCOPIES OF THE INVOICES MUST BE
FURNISHED WITH THE CLAIM WITHOUT REVISION OR ERADICATION. EXCEPTION:
CONTRACTOR MAY BLOCK-OUT CREDIT PAYMENT DETAILS ON INVOICE.
COMPLIANCE WITH THE ABOVE IS NECESSARY IN ORDER TO EXPEDITE THE
PAYMENT. CLAIMS WITHOUT THE ABOVE WILL BE RETURNED TO CONTRACTOR
WITHOUT PAYMENT UNTIL A COMPLETE CLAIM IS SUBMITTED

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 COUNTY AGENCIES

.....

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

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

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

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

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

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

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

CLAIMANT NAME	DATE	
	•	
BY (SIGNATURE)	TITLE	
*** BE RETURNED TO YOU		FROPERLY COMPLETED WILL** *********************************

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

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

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

DEFAULT: IF CONTRACTOR IS DEEMED TO BE IN DEFAULT AND SAID DEFAULT CONTINUES FOR MORE THAN FIFTEEN DAYS, THEN THE COUNTY MAY PERFORM SAID

WORK EITHER ITSELF OR BY ENGAGING OTHERS AND THE COST THEREFOR, WILL BE DEDUCTED FROM THE CONTRACT. IF A GREATER SUM IS EXPENDED THAN IS DUE THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAME, UNLESS THE BONDING COMPANY HAS PERFORMED SAID WORK IN ACCORDANCE WITH THE PERFORMANCE SECURITY PROVISIONS HEREIN.

#### INDEMNIFICATION

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

### INSURANCE AND WORKERS COMPENSATION:

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

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

ATTN: ANETTE SULLIVAN BPNC21000012 Nassau County Office of Purchasing 1 WEST STREET NORTH ENTRANCE MINEOLA, NY 11501

Forms such as the ACCORD 25-S or the U-26.3 must list the Blanket or

Purchase Order Number and the buyers name>

ANY BLANKET PURCHASE ORDER ISSUED AS A RESULT OF THIS BID WILL ESTABLISH TERMS AND CONDITIONS PURSUANT TO WHICH CERTAIN MATERIALS AND/OR SERVICES ARE TO BE SUPPLIED OR PERFORMED, FROM TIME TO TIME, FOR A SPECIFIED PERIOD UPON ISSUANCE BY THE COUNTY OF DELIVERY ORDERS. THE BLANKET PURCHASE ORDER IS NON-EXCLUSIVE AND THE COUNTY IS NOT BOUND TO PURCHASE, AND NO MATERIALS ARE TO BE DELIVERED OR SERVICES PERFORMED WITHOUT A DELIVERY ORDER. THE COUNTY SHALL UNDER NO OBLIGATION WHATSOEVER TO ISSUE SUCH DELIVERY ORDERS. THE BLANKET PURCHASE ORDER SHALL NOT APPLY IN ANY WAY TO ITEMS OF MATERIAL OR SERVICE DEEMED BY THE COUNTY IN ITS SOLE DISCRETION TO BE EXTRAORDINARY OR INVOLVE ANY SPECIAL CONDITIONS, QUANTITIES, CIRCUMSTANCES OR COMPLEXITIES.

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

GENERAL CONDITIONS (REPAIRS):

ALL REPAIRS TO BE MADE IN ACCORDANCE WITH "OSHA" SAFETY REQUIREMENTS.

CONTRACTOR WILL FURNISH ALL LABOR, MATERIALS, TRANSPORTATION, TOOLS, INSTRUMENTATION, PARTS AND ACCESSORIES NECESSARY TO REPAIR AND RESTORE THE EQUIPMENT TO OPTIMUM OPERATING CONDITION.

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

ALL PARTS SUPPLIED MUST MATCH AND INTER-MEMBER WITHOUT MODIFICATION TO THE DESIGNATED EQUIPMENT, AND MUST BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE MANUFACTURER OF THE PART TO BE REPLACED.

EXCEPT AS OTHERWISE SPECIFIED, ALL CONTRACT REQUIREMENTS WILL BE PERFORMED AT THE SITE AS REQUIRED.

ANY REQUIREMENT TO REMOVE ANY PART OF THE EQUIPMENT OR SYSTEM(S) TO CONTRACTOR'S SHOP, MUST BE APPROVED BY AN AUTHORIZED AGENCY REPRESENTATIVE. NASSAU COUNTY SHALL SUPPLY ALL UTILITIES WHICH ARE AVAILABLE ON LOCATION INSOFAR AS COMPATIBILITY REQUIREMENTS PERMIT.

ALL REQUIREMENTS PERFORMED BY THE CONTRACTOR WILL BE SUBJECT TO INSPECTION AND APPROVAL BY AN AUTHORIZED DESIGNATED REPRESENTATIVE OF NASSAU COUNTY.

EMPLOYEES OF THE CONTRACTOR WHILE ON SERVICE CALL SHALL CARRY

IDENTIFICATION BADGE OR CARD AND SHALL BE INSTRUCTED TO SUBMIT SAME TO
SCRUTINY UPON REQUEST OF SECURITY OR SUPERVISORY PERSONNEL OF NASSAU
COUNTY.
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PARTS:

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

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

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

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

CLAIM:

- 1. TIME SHEET SIGNED BY AUTHORIZED COUNTY PERSONNEL. TIME SHEETS SHALL SHOW TRAVEL TIME, IF ANY, TIME OF ARRIVAL, TIME OF DEPARTURE AND HOURS WORKED.
- 2. DETAILS OF PARTS USED:

IF PARTS USED ARE REGULARLY CARRIED IN STOCK AND MANUFACTURER'S PRICE LISTS ARE USED TO PRICE REPAIR INVOICES, THE CONTRACTOR SHOULD FURNISH A COPY OF THE PRICE LIST TO THE OFFICE OF PURCHASING. IF PARTS ARE PURCHASED TO COMPLETE THE REPAIR, PHOTOCOPIES OF THE INVOICES MUST BE FURNISHED WITH THE CLAIM. COMPLIANCE WITH THE ABOVE IS NECESSARY IN ORDER TO EXPEDITE PAYMENT.

#### Appendix EE:

Equal Employment Opportunities For Minorities and Women

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations & rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers and rates of pay or other forms of compensation to ensure

that minority group members and women are afforded equal employment opportunities without discrimination.

- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such employment agency labor union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c)The contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBE's") as defined in Section 101 of Local Law No.14-2002 including the granting of Subcontracts.
- (e) The contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBE's and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of 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.

- (I) The Contractor shall be bound by the provisions of Section 109 of Local Law No.14-2002 providing for the enforcement of violations as follows:
  - (a) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No.14-2002, This Appendix EE or any other contractual provisions included in furtherance of Local Law No.14-2002, the Executive Director will try to resolve the matter.
  - (b) if efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
  - (c) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the impositions of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended, impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.

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

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

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

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

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

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

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

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

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that

it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review the bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the time frame of the County Contract. f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

"Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant

to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

THIS BLANKET OR PURCHASE ORDER IS SUBJECT TO THE PROVISIONS OF THE NEW YORK STATE LABOR LAW AND THE CONTRACTOR WILL PAY THE PREVAILING WAGE RATE AS PUBLISHED BY THE NEW YORK STATE DEPARTMENT OF LABOR (SEE ATTACHED). PRC # 2021000217

Because this contract requires the payment of prevailing wages, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement. Therefore, this Blanket Purchase Order cannot be advertised by the Contractor for usage to political subdivisions and districts within the County.

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

Governing Law - Consent to Jurisdiction and Venue; Governing Law. 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 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 CONDITIONS AND SPECIFICATIONS INCLUDED IN THE FORMAL SEALED BID NUMBERED 92815-01261-012 DATED 1/26/21 ARE INCORPORATED BY REFERENCE IN THIS BLANKET ORDER

### **EMERGENCY RESPONSE VEHICLE REPAIR**

THIS CONTRACT WILL COVER REPAIR AND DIAGNOSIS OF COUNTY OWNED EMERGENCY RESPONSE VEHICLES. VENDOR MUST BE ABLE TO LIFT EQUIPMENT UP TO AND INCLUDING CLASS 8 VEHICLES AND UP TO 70,000LBS PER LIFTING STATION. LIFTS MUST BE ABLE TO ACCOMMODATE AMBULANCES. VENDOR MUST HAVE CAPABILITY TO REPAIR THE FOLLOWING MANUFACTURERS INCLUDING BUT NOT LIMITED TO: INTERNATIONAL, MACK, BLUE BIRD, FORD, CHRYSLER, GENERAL MOTORS, STERLING, SPARTAN AND THOMAS

ANY PARTS USED MUST BE NEW AND EXACT REPLACEMENT OF DEFECTIVE PARTS UNLESS OTHERWISE AGREED UPON BY NASSAU COUNTY. PARTS USED MUST BE PRICED USING A COST +% METHOD. NASSAU COUNTY RESERVES THE RIGHT TO SUPPLY OUR OWN PARTS FOR INSTALLATION. THE WINNING BIDDER MUST HAVE THEIR PRIMARY LOCATION LOCATED WITHIN A 30 MILE RADIUS OF 170 CANTIAGUE ROCK ROAD, HICKSVILLE, NY 11801 AND BE LOCATED IN NASSAU OR SUFFOLK COUNTY, NY.

LABOR TIME CANNOT EXCEED TIME ALLOWED BY CURRENT ALLDATA LABOR GUIDE WHEN AVAILABLE. WHEN NO ALLDATA LABOR GUIDE IS AVAILABLE THE VENDOR MUST SUBMIT A TIME SHEET APPROVED BY NASSAU COUNTY. VENDOR SHOULD HAVE MOBILE SERVICE VEHICLES AVAILABLE 24 HOURS A DAY, 365 DAYS A YEAR (HOLIDAYS INCLUDED). THE VENDOR SHOULD HAVE ON STAFF, SERVICE TECHNICIANS WITH THE FOLLOWING CERTIFICATIONS AT A MINIMUM: HEAVY ADVANCED BRAKE SPECIALIST, EMERGENCY VEHICLE CERTIFIED, AC DELCO

CERTIFIED, FORD CERTIFIED, 6.7 L POWERSTROKE CERTIFICATION, HVAC CERTIFIED, LIQUID SPRING CERTIFIED AND AUTHORIZED STRYKER INSTALLATION AND REPAIR. ALL WORK MUST BE COMPLETED DURING NORMAL BUSINESS HOURS AT THE STANDARD LABOR RATE UNLESS APPROVED IN WRITING BY A NASSAU COUNTY REPRESENTATIVE.

CONTRACTOR SHALL FURNISH ALL LABOR, PARTS (UNLESS SUPPLIED BY NASSAU COUNTY), MATERIALS AND EQUIPMENT TO REPAIR, RESTORE AND INSTALL THE EQUIPMENT TO OPTIMUM OPERATING CONDITION.

WHENEVER REPAIRS, SERVICE OR ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR MUST RESPOND PROMPTLY. (WITHIN THE SAME BUSINESS DAY)
THE CONTRACTOR MUST HAVE A MINIMUM OF TEN YEARS EXPERIENCE IN

CONC21001952 AUTHORIZES THE EXTENSION OF B/O #BPNC21000012 TO 01/28/23...PER VENDOR LETTER DATED 10/7/21 SIGNED BY P. ALBINSKI.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CONC21001952 AUTHORIZES THE EXTENSION OF B/O #BPNC21000012 TO 01/28/24...PER VENDOR LETTER DATED 08/31/22 SIGNED BY

CONC23000221 AUTHORIZES THE EXTENSION OF B/O #BPNC21000012 TO 01/28/23...PER VENDOR LETTER DATED 09/18/2023. SIGNED BY

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

# Sullivan, Anette

From:

Fedele, Christopher R

Sent:

Monday, February 5, 2024 11:34 AM

To:

D'Alleva, Roseann; Carbone, Alyssa; Camacho, John; Sullivan, Anette; Schlenoff, Michael

R

Cc:

Fasano, Michael; Rivera, John

Subject:

Re: BPNC21000012 Cross Island Welding

Hi Mike and Anette,

These additional funds are needed for repair of various emergency vehicles. Increasing costs for parts, along with staffing shortages in our shops has resulted in higher costs with this vendor.

Please let us know need any additional info.

Chris

# Christopher Fedele

Assistant Superintendent of Highways Nassau County Department of Public Works 170 Cantiague Rock Rd Hicksville, NY 11801 516.571.6961

From: D'Alleva, Roseann <rdalleva@nassaucountyny.gov>

Sent: Monday, February 5, 2024 11:27 AM

**To:** Fedele, Christopher R <cfedele@nassaucountyny.gov>; Carbone, Alyssa <acarbone@nassaucountyny.gov>; Camacho, John <jcamacho@nassaucountyny.gov>; Sullivan, Anette <asullivan1@nassaucountyny.gov>; Schlenoff,

Michael R <mschlenoff@nassaucountyny.gov>
Subject: Fwd: BPNC21000012 Cross Island Welding

Please reach out to Annette and Mike in my absence

### Get Outlook for iOS

From: Sullivan, Anette <asullivan1@nassaucountyny.gov>

Sent: Thursday, February 1, 2024 4:04:37 PM

To: D'Alleva, Roseann < rdalleva@nassaucountyny.gov>

Cc: Colasurdo, Claudia <ccolasurdo@nassaucountyny.gov>; Schlenoff, Michael R <mschlenoff@nassaucountyny.gov>

Subject: FW: BPNC21000012 Cross Island Welding

2<sup>nd</sup> Request, awaiting your response.

ΤY

From: Sullivan, Anette

Sent: Friday, January 19, 2024 4:44 PM

To: D'Alleva, Roseann < rdalleva@nassaucountyny.gov>