



Nassau County Shared Services,
Office of Purchasing

Staff Summary A-39-2026

Subject: Ford OEM Auto Parts (BPNC22000255; S/B (06071-08182-184)	Date: April 24, 2026
Department: Department of Shared Services Office of Purchasing	Vendor Name: Hempstead Ford Lincoln
Department Head Name: Melissa Gallucci	Contract Number: A-39-2026
Department Head Signature <i>Melissa Gallucci</i>	Contract Manager Name: Anette Sullivan, Buyer

2026 JUN - 8 P 12:11
 NASSAU COUNTY
 CLERK OF THE LEGISLATURE

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
5/4/2026 <i>GG</i>	Chief Procurement Officer	6/8/26	Budget
5/14/26 <i>SS</i>	County Attorney	<i>AN</i> 6/9/26	County Executive
5/21/26 <i>SS</i>	<i>Insurance</i>		

Significant Adverse Information Identified? Yes / No (If Yes, attach memo.)

Narrative

Purpose: To notify the Rules Committee that funding for blanket purchase order BPNC22000255 for Ford OEM Auto Parts has reached a level that requires additional oversight by said committee. This blanket purchase order has been in effect since November 15, 2022,

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

7 Vendors Viewed the solicitation

- 0 Woman owned business
- 0 Minority (African/
- 0 Small Business
- 0 Service Disabled (Veteran) owned
- 0 Veteran Owned Business
- 7 None of the Above

2 Vendors bid on this solicitation

- 0 Woman owned business
- 0 Minority (African/American)
- 0 Small Business
- 0 Service Disabled (Veteran) Owned
- 0 Veteran Owned Business
- 2 None of the Above

The identified lowest responsible bidder Hempstead Ford Lincoln, is not listed in any of the above categories.

Impact on Funding/Term: The maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services was Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000.00.) from budget codes PWGEN0320, CCGEN1520 DD408, PDPDD2569 DD408 This request for oversight is for an increase in funding for an additional One Million Five Hundred Thousand Dollars (\$1,500,000.00) Dollars for the remainder of this contract to November 14, 2027.

Recommendation: Department of Shared Services, Office of Purchasing recommends approval of the additional funds for this blanket purchase order with Hempstead Ford Lincoln.

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-39-2026

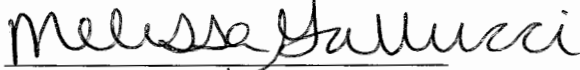
FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: April 24, 2026

SUBJECT: RESOLUTION – POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO APPROVE OVERSIGHT (INCREASE AUTHORIZATION) FOR A BLANKET PURCHASE ORDER SO THAT THE TOTAL AUTHORIZATION SHALL BE FOUR MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$ 4,150,000.00) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, TO HEMPSTED FORD LINCOLN, WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS.

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

MS: br

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



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

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 06071-08182-184 for Ford OEM Parts as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that HEMPSTEAD FORD LINCOLN 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 (BPNC22000255); and

WHEREAS, the Commissioner is representing to the Rules Committee that the BPO with Hempstead Ford Lincoln, 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 Hempstead Ford Lincoln.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES NO If yes, to what campaign committee?

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

MARIA ALMEIDA [HEMPSERVICE@AOL.COM]

Dated: 04/20/2026 10:47:27 am

Vendor: HEMPSTEAD FORD LINCOLN

Title: PARTS MANAGER

Business History Form

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

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

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

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

Date: 04/20/2026

1) Proposer's Legal Name: HEMPSTEAD FORD LINCOLN

2) Address of Place of Business: 301 NORTH FRANKLIN STREET

City: HEMPSTEAD State/Province/Territory: NY Zip/Postal Code: 11550

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: (516) 483-7200

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

4) Dun and Bradstreet number: NONE

5) Federal I.D. Number: 11-1968002

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

7) Does this business share office space, staff, or equipment expenses with any other business?
YES NO If yes, please provide details:

8) Does this business control one or more other businesses?
YES NO If yes, please provide details:

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

[Empty box]

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 and corrective action taken.

[Empty box]

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 and corrective action taken.

[Empty box]

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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[Empty box]

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 [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 questionnaire.

[Empty box]

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.

NO CONFLICT POLICY
SEE ATTACHMENT

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;

05/07/1928

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.

PRESIDENT - JOHN D. BILLARD 7 HAMPTON ROAD, PORT WASHINGTON, NEW YORK 11050
VICE PRESIDENT - JEFFREY E. SOUKUP 8 WHITE PINE LANE, POQUOTT, NEW YORK 11733

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

PRESIDENT - JOHN D. BILLARD 7 HAMPTON ROAD, PORT WASHINGTON, NEW YORK 11050
VICE PRESIDENT - JEFFREY E. SOUKUP 8 WHITE PINE LANE, POQUOTT, NEW YORK 11733

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

103

vi) Annual revenue of firm;

1440566

vii) Summary of relevant accomplishments

HEMPSTEAD FORD LINCOLN HAS SUCCESSFULLY SUPPLIED FORD OEM PARTS FOR THIS CONTRACT FOR THE LAST 10 YEARS

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

B. Indicate number of years in business.

94

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

HEMPSTEAD FORD LINCOLN HAS SUCCESSFULLY SUPPLIED FORD OEM PARTS FOR THIS CONTRACT FOR THE LAST 10 YEARS

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

Company	TOWN OF HEMPSTEAD SANITATION DEPARTMENT		
Contact Person	THOMAS MATTHEWS		
Address	1600 MERRICK ROAD		
City	MERRICK	State/Province/Territory	NY
Country	US		
Telephone	(516) 378-4210		
Fax #			
E-Mail Address	TMATTHEWS@TOHMAIL.COM		

Company ALBERT ZOLEZZI AUTO BODY INC.
Contact Person NANCY ZOLEZZI
Address 432 WILLIS AVENUE
City WILLISTON PARK State/Province/Territory NY
Country US
Telephone (516) 248-8716
Fax #
E-Mail Address JOEZOLEZZI@GMAIL.COM

Company BARRON BODY WORKS
Contact Person DARREN
Address 381 SAGAMORE AVENUE
City MINEOLA State/Province/Territory NY
Country US
Telephone (516) 746-6333
Fax #
E-Mail Address BARRONBODYWORKS@HOTMAIL.COM

I, MARIA ALMEIDA , 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, MARIA ALMEIDA , 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: HEMPSTEAD FORD LINCOLN

Electronically signed and certified at the date and time indicated by:
MARIA ALMEIDA HEMPSERVICE@AOL.COM

PARTS MANAGER
Title

04/20/2026 10:49:50 am
Date



New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 12/31/27

FACILITY IDENTIFICATION NO. 1300012 DLN

HEMPSTEAD LINCOLN
MERCURY MOTORS CORP
DBA HEMPSTEAD FORD LINCOLN MERCURY
301 N FRANKLIN ST
HEMPSTEAD NY 11550

Validation Date and Number: 11/03/25 51584

This person is REGISTERED AS A
NEW MOTOR VEHICLE DEALER
pursuant to the provisions of the Vehicle and Traffic Law.



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

61P (1/1/95)



New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 12/31/27

FACILITY IDENTIFICATION NO. 1300012 ISP

HEMPSTEAD LINCOLN
MERCURY MOTORS CORP
DBA HEMPSTEAD FORD LINCOLN MERCURY
301 N FRANKLIN ST
HEMPSTEAD NY 11550

Validation Date and Number: 11/03/25 51583

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



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

61P (1/1/95)



New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 12/31/27

FACILITY IDENTIFICATION NO. 1300012 RS

HEMPSTEAD LINCOLN
MERCURY MOTORS CORP
DBA HEMPSTEAD FORD LINCOLN MERCURY
301 N FRANKLIN ST
HEMPSTEAD NY 11550

Validation Date and Number: 11/03/25 51582

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



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

61P (1/1/95)

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: JOHN D BILLARD
Date of birth: 12/16/1957
Home address: 7 HAMPTON ROAD
City: PORT WASHINGTON State/Province/Territory: NY Zip/Postal Code: 11050
Country: US

Business Address: 301 NORTH FRANKLIN STREET
City: HEMPSTEAD State/Province/Territory: NY Zip/Postal Code: 11550
Country: US
Telephone: 516-483-7200

Other present address(es):
City: HEMPSTEAD State/Province/Territory: NY Zip/Postal Code: 11550
Country: US
Telephone: 5164837200

List of other addresses and telephone numbers attached

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

President	<u>02/13/2006</u>	Treasurer	<u></u>
Chairman of Board	<u></u>	Shareholder	<u>02/13/2006</u>
Chief Exec. Officer	<u></u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u>02/13/2006</u>
Vice President	<u></u>		
(Other)	<u></u>		

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

YES NO If Yes, provide details.

25% of ownership

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

YES NO If Yes, provide details.

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

YES NO If Yes, provide details.

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

YES NO If Yes, provide details.

TOWN OF HEMPSTEAD, TOWN OF NORTH HEMPSTEAD, VILLAGE OF HEMPSTEAD

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

I, JOHN BILLARD , 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.

HEMPSTEAD FORD LINCOLN
Name of submitting business

Electronically signed and certified at the date and time indicated by:
John Billard JBILLARD@HEMPSTEADFLM.COM

PRESIDENT
Title

04/20/2026 11:01:23 am
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.

Crumlin Road Gaol, LLC. 33%
31 Sealey Avenue Real Estate Holding Company, LLC 50%
Imported Motor Cars of Long Island, LLC 75%

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

YES NO If Yes, provide details.

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

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

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

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

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

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

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

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

9. a. Is there any felony charge pending against you?

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

[]

- b. Is there any misdemeanor charge pending against you?
YES [] NO [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.

[]

- 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

[]

I, JEFFREY SOUKUP , 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, JEFFREY SOUKUP , 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.

HEMPSTEAD FORD LINCOLN

Name of submitting business

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

JEFFREY SOUKUP JSOUKUP@HEMPSTEADFLM.COM

VICE PRESIDENT

Title

04/20/2026 11:07:16 am

Date

COUNTY OF NASSAU

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

1. Name of the Entity: HEMPSTEAD FORD LINCOLN

Address: 301 NORTH FRANKLIN STREET

City: HEMPSTEAD State/Province/Territory: NY Zip/Postal Code: 11550

Country: US

2. Entity's Vendor Identification Number: 11-1968002

3. Type of Business: Other (specify) S CORPORATION

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):

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.

PRESIDENT 25% - JOHN D. BILLARD 7 HAMPTON ROAD, PORT WASHINGTON, NEW YORK 11050
VICE PRESIDENT 75% - JEFFREY E. SOUKUP 8 WHITE PINE LANE, POQUOTT, NEW YORK 11733

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.

Crumlin Road Gaol, LLC. 33%
31 Sealey Avenue Real Estate Holding Company, LLC 50%
Imported Motor Cars of Long Island, LLC 75%

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):

NONE

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

NONE

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

NONE

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

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

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

MARIA ALMEIDA [HEMPSERVICE@AOL.COM]

Dated: 04/30/2026 12:10:10 pm

Title: PARTS MANAGER

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

Client#: 66415

HEMPLIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

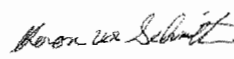
PRODUCER Edgewood Partners Ins. Center 40 Marcus Drive 3rd Floor Melville, NY 11747	CONTACT NAME: Commercial Support PHONE (A/C, No, Ext): 631-390-9700 E-MAIL ADDRESS: Autodealercert@epicbrokers.com	FAX (A/C, No): 631-390-9790
	INSURER(S) AFFORDING COVERAGE	
INSURED Hempstead Lincoln Mercury John Billard 301 North Franklin Street Hempstead, NY 11550	INSURER A: Continental Casualty Company NAIC # 20443	
	INSURER B: The Continental Insurance Company 35289	
	INSURER C: Nautilus Insurance Company 17370	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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"/> BI/PD Ded:5,000 <input checked="" type="checkbox"/> Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	AYA763320564	08/01/2025	08/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		AYA763320564	08/01/2025	08/01/2026	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 type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		AYU763337090	08/01/2025	08/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$20,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
C	Pollution Liab		CST200943322	08/01/2025	08/01/2026	\$1,000,000 Per Claim \$1,000,000 All Claims \$5,000 Ret/Retro 8/1/13

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 County of Nassau is included as additional insured as respects liability insurance as per written contract.

CERTIFICATE HOLDER County of Nassau 1 West Street Mineola, NY 11501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BLANKET PURCHASE ORDER
County of Nassau
 STATE OF NEW YORK
OFFICE OF PURCHASING

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

BLANKET PURCHASE ORDER

BPO ID: BPNC22000255 PRINT DATE: 11/28/2022 PAGE: 01

TO CONTRACTOR:
 111968002
 HEMPSTEAD FORD LINCOLN MERCURY
 301 NORTH FRANKLIN STREET

 HEMPSTEAD NY 11550-

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	11/14/2023	11/15/22	0% NET

TERMS:

TITLE: FORD OEM AUTO PARTS
 .
 AUTHORITY: AWARDED UNDER S/B # 06071-08182-184 AFTER PUBLISHED NOTICE
 R/R 150-2022
 BUYER: ANETTE SULLIVAN
 .
 REPLACES: BPNC17000089

THE MAXIMUM AUTHORIZED UNDER THIS BLANKET INCLUDING ANY RENEWAL OPTION THAT MAY BE EXERCISED BY THE DIRECTOR OF SHARED SERVICES SHALL BE \$2,650,000.00

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
------	--------------	--------------	-----	-----------

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

Alvin A. Wallace

IMPORTANT: READ CONDITIONS ON BACK HEREOF

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

SEND ALL CORRESPONDENCE FOR ABOVE TO:
 OFFICE OF PURCHASING
 ONE WEST STREET, MINOLA, NEW YORK 11501

DIRECTOR
 OFFICE OF PURCHASING

DELIVERY MUST BE MADE
 WITHIN DOORS OF SPECIFIED
 DESTINATION

CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.
2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.
3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.
4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.
5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.
6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do not conform to description or specification on the order.
7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.
9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.
10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
11. This order may not be assigned, transferred or in any way disposed by the vendor without first having obtained written approval thereof from the County of Nassau.
12. The vendor warrants that he is not in arrears to the County of Nassau upon any debt or contract, and that he has not been in default and is not in default as surety, contractor or otherwise.
13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.
14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney.



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

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

BLANKET PURCHASE ORDER

 BPO ID: BPNC22000255 PRINT DATE: 11/28/2022 PAGE: 02

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
1	060-71		EA	
	FORD ORIGINAL EQUIPMENT PARTS (OEM), AUTOMOTIVE			

FORD OEM AUTO PARTS
 PERCENTAGE OF DISCOUNT: 2% OVER COST
 APPLICABLE PRICE COLUMN: DEALER COST
 NAME, NUMBER & DATE OF PRICE LIST: JULY 1, 2022 FPS 3642
 PRICE LIST SUBSCRIPTION CHARGE: NONE
 ----- END OF ITEM LIST -----

TERMS:

****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 NC 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
 << CONTINUED, NEXT PAGE >>

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.	
IMPORTANT: READ CONDITIONS ON BACK HEREOF	
WARNING TO VENDOR: Do not deliver goods or render services from a delivery order issued against this blanket order unless those goods or services are authorized in this blanket order. Nassau County will not be responsible for payment of unauthorized items.	DIRECTOR OFFICE OF PURCHASING
SEND ALL CORRESPONDENCE FOR ABOVE TO: OFFICE OF PURCHASING ONE WEST STREET, MINEOLA, NEW YORK 11501	DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.
2. Do not overshoot or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.
3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.
4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.
5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.
6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do not conform to description or specification on the order.
7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.
9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.
10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
11. This order may not be assigned, transferred or in any way disposed by the vendor without first having obtained written approval thereof from the County of Nassau.
12. The vendor warrants that he is not in arrears to the County of Nassau upon any debt or contract, and that he has not been in default and is not in default as surety, contractor or otherwise.
13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.
14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney.



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

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

BLANKET PURCHASE ORDER

BPO ID: BPNC22000255

PRINT DATE: 11/28/2022

PAGE: 03

BE DEEMED TERMINATED AND CANCELLED.

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

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

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

CLAIMANT NAME

DATE

BY (SIGNATURE)

TITLE

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

PRICES: SHALL REMAIN FIRM FOR THE FIRST SIX MTHS OF 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 FOR UNDER THE TERMS OF THIS CONTRACT SHOULD IN ANY WAY BE OMITTED OR
 << CONTINUED, NEXT PAGE >>

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

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

SEND ALL CORRESPONDENCE FOR ABOVE TO:
 OFFICE OF PURCHASING
 ONE WEST STREET, BROOKLYN, NEW YORK 11201

**DIRECTOR
 OFFICE OF PURCHASING**

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

CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.
2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.
3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.
4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.
5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.
6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do not conform to description or specification on the order.
7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.
9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.
10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
11. This order may not be assigned, transferred or in any way disposed by the vendor without first having obtained written approval thereof from the County of Nassau.
12. The vendor warrants that he is not in arrears to the County of Nassau upon any debt or contract, and that he has not been in default and is not in default as surety, contractor or otherwise.
13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.
14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney.





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

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

BLANKET PURCHASE ORDER

BPO ID: BPNC22000255

PRINT DATE: 11/28/2022

PAGE: 04

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.

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,
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EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

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

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

**DIRECTOR
 OFFICE OF PURCHASING**

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

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County of Nassau
 STATE OF NEW YORK
OFFICE OF PURCHASING

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BLANKET PURCHASE ORDER

BPO ID: BPNC22000255

PRINT DATE: 11/28/2022

PAGE: 05

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 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,

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<p>IMPORTANT: READ CONDITIONS ON BACK HEREOF</p>	
<p>WARNING TO VENDOR: Do not deliver goods or render services from a delivery order issued against this blanket order unless those goods or services are authorized in this blanket order. Nassau County will not be responsible for payment of unauthorized items.</p>	<p>DIRECTOR OFFICE OF PURCHASING</p>
<p>SEND ALL CORRESPONDENCE FOR ABOVE TO: OFFICE OF PURCHASING ONE WEST STREET, MINEOLA, NEW YORK 11501</p>	
<p>DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION</p>	

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County of Nassau
 STATE OF NEW YORK
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BLANKET PURCHASE ORDER

BPO ID: BPNC22000255

PRINT DATE: 11/28/2022

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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 Public Works when made. A copy of the utilization plan and additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the

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<p>SEND ALL CORRESPONDENCE FOR ABOVE TO: OFFICE OF PURCHASING ONE WEST STREET, MINEOLA, NEW YORK 11501</p>	<p>DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION</p>

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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.

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

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

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

(c) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the impositions of sanctions, fines or

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8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.
9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.
10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
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13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.
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County of Nassau
 STATE OF NEW YORK
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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
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<p>SEND ALL CORRESPONDENCE FOR ABOVE TO: OFFICE OF PURCHASING ONE WEST STREET, MINEOLA, NEW YORK 11601</p>	
<p>DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION</p>	

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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

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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

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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 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.

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**DIRECTOR
 OFFICE OF PURCHASING**

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 STATE OF NEW YORK
OFFICE OF PURCHASING

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

BLANKET PURCHASE ORDER

BPO ID: BPNC22000255 PRINT DATE: 11/28/2022 PAGE: 12

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.

Disclose of Conflicts of Interest

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

ALL TERMS AND CONDITIONS AND SPECIFICATIONS INCLUDED IN THIS FORMAL SEALED BID NUMBERED 06071-08182-184 DATED 08/18/22

<p>EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.</p>	
<p>IMPORTANT: READ CONDITIONS ON BACK HEREOF</p>	
<p>WARNING TO VENDOR: Do not deliver goods or render services from a delivery order issued against this blanket order unless those goods or services are authorized in this blanket order. Nassau County will not be responsible for payment of unauthorized items.</p>	<p>DIRECTOR OFFICE OF PURCHASING</p>
<p>SEND ALL CORRESPONDENCE FOR ABOVE TO: OFFICE OF PURCHASING ONE WEST STREET, MANHATTAN, NEW YORK 11501</p>	
<p>DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION</p>	

CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.
2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.
3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.
4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.
5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.
6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do not conform to description or specification on the order.
7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.
9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.
10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
11. This order may not be assigned, transferred or in any way disposed of by the vendor without first having obtained written approval thereof from the County of Nassau.
12. The vendor warrants that he is not in arrears to the County of Nassau upon any debt or contract, and that he has not been in default and is not in default as surety, contractor or otherwise.
13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expenses.
14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney.

