

1.

Committee Agendas

Documents:

E-10-2-17.pdf

F-10-2-17.pdf

GS-10-2-17.pdf

H-10-2-17.pdf

MA-10-2-17.pdf

PL-10-2-17.pdf

PS-10-2-17.pdf

PW-10-2-17.pdf

R-10-2-17.pdf

TV-10-2-17.pdf

VS-10-2-17.pdf

2.

Contracts

Documents:

A-45-17 NCWEB.pdf

A-49-17 NCWEB.pdf

E-190-17 NCWEB.pdf

E-192-17 NCWEB.pdf

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

ECONOMIC & COMMUNITY DEVELOPMENT & LABOR COMMITTEE

OCTOBER 2, 2017 1:00 PM

Denise Ford – Chairwoman
Howard Kopel– Vice Chairman
James Kennedy
Steven Rhoads
– Ranking
Siela A. Bynoe
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

FINANCE COMMITTEE

OCTOBER 2, 2017 1:00 PM

Richard Nicoletto – Chairman

Vincent Muscarella – Vice Chairman

Rose Marie Walker

Donald MacKenzie

Siela A. Bynoe, Ranking

Laura Curran

Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
351-17	OMB	F, R	<p>ORDINANCE NO. -2017</p> <p>AN ORDINANCE TO ADOPT THE NASSAU COUNTY BUDGET FOR THE TWELVE-MONTH 2018 FISCAL YEAR, BEGINNING JANUARY 1, 2018, AND ENDING DECEMBER 31, 2018; TO APPROPRIATE REVENUES AND THE TOTAL AMOUNT OF MONEYS TO BE RAISED BY TAXATION WITHIN THE TOWNS AND CITIES OF THE COUNTY OF NASSAU FOR COUNTY; COUNTY FIRE PREVENTION, SAFETY, COMMUNICATION AND EDUCATION FUND; COUNTY POLICE HEADQUARTERS; COUNTY POLICE DISTRICT; COUNTY DEBT SERVICE; COUNTY SEWER AND STORM WATER RESOURCES DISTRICT; COUNTY SEWER AND STORM WATER FINANCE AUTHORITY FUND; COUNTY ENVIRONMENTAL BOND FUND; AND COUNTY NEW YORK STATE PROPERTY TAX REFUND FUND PURPOSES FOR THE AFOREMENTIONED 2018 FISCAL YEAR PURSUANT TO THE PROVISIONS OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY, THE NASSAU COUNTY ADMINISTRATIVE CODE, THE REAL PROPERTY TAX LAW OF THE STATE OF NEW YORK, THE COUNTY LAW, THE LOCAL FINANCE LAW, AND THE GENERAL MUNICIPAL LAW. 351-17(OMB)</p>

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
352-17	OMB	F, R	<p><u>ORDINANCE NO. -2017</u></p> <p>AN ORDINANCE FIXING THE TAX RATES AND LEVYING TAXES FOR THE TWELVE-MONTH 2018 FISCAL YEAR, BEGINNING JANUARY 1, 2018, AND ENDING DECEMBER 31, 2018, UPON TAXABLE PROPERTIES WITHIN THE TOWNS AND CITIES OF THE COUNTY OF NASSAU FOR COUNTY; COUNTY FIRE PREVENTION, SAFETY, COMMUNICATION AND EDUCATION FUND; COUNTY POLICE HEADQUARTERS; COUNTY POLICE DISTRICT; NASSAU COMMUNITY COLLEGE; COUNTY NEW YORK STATE PROPERTY TAX REFUND FUND; COUNTY ENVIRONMENTAL BOND FUND; NASSAU COUNTY SEWER AND STORM WATER RESOURCES DISTRICT; COUNTY DISPUTED ASSESSMENT FUND; AND FOR THE AFOREMENTIONED 2018 FISCAL YEAR FOR TOWN, TOWN HIGHWAY, TOWN GENERAL FUND, TOWN GENERAL FUND-PART TOWN, TOWN SPECIAL DISTRICT, UNPAID WATER CHARGES IN ARREARS, TOWN SIDEWALK AND CURB ASSESSMENT AND OTHER LAWFUL PURPOSES AND ALLOCATING REVENUES FROM CERTAIN SALES TAXES IMPOSED WITHIN THE COUNTY OF NASSAU OUTSIDE OF THE CITY OF LONG BEACH AND DETERMINING THE EQUALIZATION RATES IN RELATION THERETO AND AUTHORIZING AND DIRECTING THE COUNTY EXECUTIVE AND THE CLERK OF THE NASSAU COUNTY LEGISLATURE TO EXECUTE SEPARATE TAX WARRANTS ADDRESSED TO THE RECEIVERS OF TAXES OF THE TOWNS AND CITIES WITHIN THE COUNTY OF NASSAU FOR THE COLLECTION OF THE SEVERAL SUMS MENTIONED THEREIN; PURSUANT TO THE PROVISIONS OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE, THE REAL PROPERTY TAX LAW, THE COUNTY LAW, THE LOCAL FINANCE LAW, THE TAX LAW, THE TOWN LAW AND THE EDUCATION LAW OF THE STATE OF NEW YORK. 352-17(OMB)</p>
353-17	OMB	F, R	<p><u>RESOLUTION NO. -2017</u></p> <p>A RESOLUTION TO ADOPT THE MULTI-YEAR FINANCIAL PLAN FOR FISCAL YEARS 2018-2021, AS REQUIRED BY SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY, AND ALL FINANCIAL POLICIES INCLUDED THEREIN. 353-17(OMB)</p>

354-17	LE	F, R	<p><u>ORDINANCE NO. -2017</u> AN ORDINANCE TO ADOPT THE BUDGET FOR THE COUNTY LEGISLATURE FOR THE COUNTY OF NASSAU FOR THE TWELVE-MONTH 2018 FISCAL YEAR BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2018 AND TO APPROPRIATE REVENUES FOR SAID BUDGET PURSUANT TO THE PROVISIONS OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY; THE NASSAU COUNTY ADMINISTRATIVE CODE; THE REAL PROPERTY TAX LAW, THE COUNTY LAW, THE LOCAL FINANCE LAW, THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK AND CHAPTER 14 OF THE LAWS OF 1995. 354-17(LE)</p>
361-17	OMB	F, R	<p><u>PROPOSED LOCAL LAW NO. -2017</u> A LOCAL LAW AMENDING TITLE 24 OF THE MISCELLANEOUS LAWS OF NASSAU COUNTY, IN RELATION TO EXTENDING THE HOTEL AND MOTEL OCCUPANCY TAX. 361-17(OMB)</p>
362-17	OMB	PS, F, R	<p><u>ORDINANCE NO. -2017</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF NASSAU COUNTY PROBATION DEPARTMENT. 362-17(OMB)</p>
363-17	OMB	F, R	<p><u>ORDINANCE NO. -2017</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS, RECREATION, & MUSEUMS. 363-17(OMB)</p>
367-17	OMB	PS, F, R	<p><u>ORDINANCE NO. -2017</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 367-17(OMB)</p>
368-17	AS	F, R	<p><u>RESOLUTION NO. -2017</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND /OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 368-17(AS)</p>

369-17	AS	F, R	<u>RESOLUTION NO. -2017</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 369-17(AS)
			THE FOLLOWING ITEMS MAY BE UNTABLED
148-17	PW	F, R	<u>ORDINANCE NO. -2017</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$6,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 148-17(PW)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

GOVERNMENT SERVICES & OPERATIONS COMMITTEE

OCTOBER 2, 2017 1:00 PM

James Kennedy – Chairman

Denise Ford – Vice Chairwoman

Richard Nicolello

Laura Schaefer

Ellen Birnbaum– Ranking

Siela A. Bynoe

Arnold Drucker

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

HEALTH AND SOCIAL SERVICES COMMITTEE

OCTOBER 2, 2017 1:00 PM

Rose Marie Walker – Chairwoman

C. William Gaylor III – Vice Chairman

Laura Schaefer

James Kennedy

Delia DeRiggi-Whitton – Ranking

Siela A. Bynoe

Arnold Drucker

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

MINORITY AFFAIRS COMMITTEE

OCTOBER 2, 2017 1:00 PM

Steve Rhoads – Chairman

James Kennedy– Vice Chairman

Denise Ford

Rose Marie Walker

Siela A. Bynoe – Ranking

Laura Curran

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

OCTOBER 2, 2017 1:00 PM

Laura Schaefer - Chairwoman

Steve Rhoads - Vice Chairman

Denise Ford

James Kennedy

Arnold Drucker – Ranking

Laura Curran

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

PLANNING

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE

OCTOBER 2, 2017 1:00 PM

Donald MacKenzie - Chairman

Steve Rhoads - Vice Chairman

Vincent Muscarella

Denise Ford

Laura Curran - Ranking

Kevan Abrahams

Siela A. Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
362-17	OMB	PS, F, R	<u>ORDINANCE NO. -2017</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF NASSAU COUNTY PROBATION DEPARTMENT. 362-17(OMB)
367-17	OMB	PS, F, R	<u>ORDINANCE NO. -2017</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 367-17(OMB)

**NASSAU COUNTY LEGISLATURE
11th TERM MEETING AGENDA**

**PUBLIC WORKS AND PARKS
COMMITTEE**

OCTOBER 2, 2017 1:00 PM

Vincent Muscarella – Chairman

Steve Rhoads– Vice Chairman

Donald MacKenzie

C. William Gaylor III

Ellen Birnbaum– Ranking

Laura Curran

Arnold Drucker

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

PUBLIC WORKS

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

OCTOBER 2, 2017 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicoletto– Vice Chairman
Vincent Muscarella
Howard Kopel
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
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360-17	PK	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LEVITTOWN POST 1171, INC., THE AMERICAN LEGION. 360-17(PK)
361-17	OMB	F, R	<u>PROPOSED LOCAL LAW NO. -2017</u> A LOCAL LAW AMENDING TITLE 24 OF THE MISCELLANEOUS LAWS OF NASSAU COUNTY, IN RELATION TO EXTENDING THE HOTEL AND MOTEL OCCUPANCY TAX. 361-17(OMB)
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Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
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369-17	AS	F, R	<u>RESOLUTION NO. -2017</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 369-17(AS)
379-17	PD	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION TO ACCEPT A GIFT OFFERED BY THE NEW YORK AUTOFEST TO THE NASSAU COUNTY POLICE DEPARTMENT. 379-17(PD)
A-45-17	PR	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND AMERICAN WEAR INC. A-45-17
A-49-17	PR	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY CORRECTIONAL CENTER AND H. SCHRIER & CO., INC. A-49-17

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-190-17	PD	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND LEAHEY & JOHNSON, P.C. E-190-17
E-192-17	PW	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOCKWOOD, KESSLER & BARTLETT, INC. E-192-17
			THE FOLLOWING ITEMS MAY BE UNTABLED
A-4-16	PR	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16
B-4-16	PW	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16
E-132-17	OMB	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, TO PROCEED WITH KPMG LLP ON TASKS II, III, AND IV AS SET FORTH IN COUNTY CONTRACT NUMBER CQBU16000005. E-132-17
E-160-17	IT	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY AND LOCALITY MEDIA, INC. E-160-17

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-163-17	DA	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY’S OFFICE AND ACISS SYSTEMS, INC. E-163-17

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

TOWNS, VILLAGES & CITIES COMMITTEE

OCTOBER 2, 2017 1:00 PM

Donald MacKenzie – Chairman

Laura Schaefer – Vice Chairwoman

Howard Kopel

C. William Gaylor III

Delia DeRiggi-Whitton – Ranking

Laura Curran

Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

**NASSAU COUNTY LEGISLATURE
11TH TERM MEETING AGENDA**

**VETERANS
AND SENIOR AFFAIRS
COMMITTEE**

OCTOBER 2, 2017 1:00 PM

**C. William Gaylor III –Chairman
Rose Marie Walker – Vice Chairwoman
Laura Schaefer
Vincent Muscarella
- Ranking
Delia DeRiggi-Whitton
Ellen Birnbaum**

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

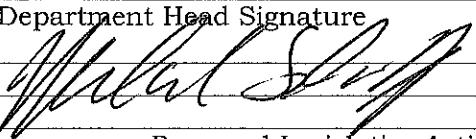


County

Nassau

A-45-17

Office of Purchasing

STAFF SUMMARY A-45-2017Subject: Work Clothing Rental & Maintenance
(S/B 98322-09155-152, BPNC15000195)Department:
Office of PurchasingDepartment Head Name:
Robert ClearyDepartment Head Signature


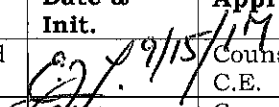
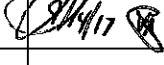
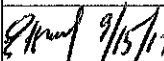
Date: August 23, 2017

Vendor Name:
American Wear, Inc.Contract Number
A-45-2017Contract Manager Name
Vivian C. Crowley

Proposed Legislative Action

	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals

Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	 9/15/17	Counsel to C.E.
	Budget	 9/14/17	County Atty.
 9/15/17	Deputy C.E.		County Exec.

Narrative

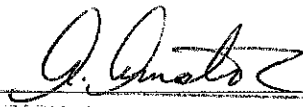
Purpose: To notify the Rules Committee that the funding for Blanket Purchase Order BPNC15000195 for Work Clothing Rental & Maintenance for various Nassau County departments has reached a level that requires oversight by said committee.

Discussion: This Blanket Purchase Order has been in effect since October 15, 2015 and based on anticipated usage will require oversight in 2017. This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where four (4) vendors viewed the bid. Minority Affairs was given a copy of the bid. Three (3) bids were received.

Impact on Funding: Estimated annual usage will exceed One Hundred Thousand Dollars (\$100,000.) from general operating funds.

Recommendation: Office of Purchasing recommends approving oversight of funding for this Blanket Purchase Order with American Wear, Inc. as the lowest responsible bidder meeting specifications.

APPROVED:

 9/11/17

INSURANCE SECTION



2017 SEP 20 P 12:00

RECEIVED
CLERK OF THE LEGISLATURE
NASSAU COUNTY

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-45-2017


FROM: MICHAEL SCHLENOFF ACTING DIRECTOR OFFICE OF PURCHASING

DATE: AUGUST 25, 2017

SUBJECT: RESOLUTION-VARIOUS NASSAU COUNTY DEPARTMENTS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO APPROVE OVERSIGHT FOR A BLANKET PURCHASE ORDER IN THE ESTIMATED AMOUNT OF OVER ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS TO AMERICAN WEAR, INC. MEETING SPECIFICATIONS FOR WORK CLOTHING RENTAL & MAINTENANCE.

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


ROBERT CLEARY
DIRECTOR OF PROCUREMENT COMPLIANCE

MS: br

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



A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND AMERICAN WEAR, INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #98322-09155-152 for Work Clothing Rental & Maintenance for Various Nassau County Departments as more particularly described in the bid document; and

WHEREAS, the Director of Purchasing is representing to the Rules Committee that the firm, AMERICAN WEAR, INC. submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing; and

WHEREAS, the Director is representing to the Rules Committee that the firm AMERICAN WEAR, INC. has reached a level of spending requiring oversight by the Rules Committee as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to approve oversight of funding under a Blanket Purchase Order with AMERICAN WEAR, INC.



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? If yes, to what campaign committee?

None

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 9/6/17

Vendor: American Wear Inc.

Signed: [Signature]

Print Name: John Auricenna

Title: President

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 Auricemma
Date of birth 6 / 12 / 1959
Home address 6 Rickland Dr
City/state/zip N. Caldwell, NJ 07006
Business address 261 N. 18th St
City/state/zip E. Orange, NJ 07017
Telephone 973-414-9200
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 09 / 12 / 1987 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. 100% owner
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 not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ☒ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO ☒ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO ☒ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO ☒ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO ☒ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES _____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES _____ NO ☒ If Yes, provide details for each such occurrence.

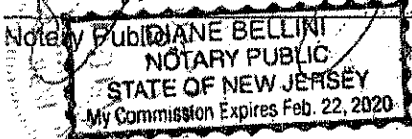
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation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

CERTIFICATION

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

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

Sworn to before me this 6th day of September 2017



American Wear Inc.
Name of submitting business

John Auricemma
Print name

John Auricemma
Signature

President
Title

9 / 6 / 2017

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 Dean De Filippo
Date of birth 9 / 7 / 1968
Home address 1 Leeds Avenue
City/state/zip Pine Brook, NJ 07058
Business address 261 N. 18th St.
City/state/zip E. Orange, NJ 07017
Telephone 973-414-9200
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 5 / 1 / 1992 ____/____/____
(Other) Secretary 5/1/1992
3. Do you have an ~~equity~~ interest in the business submitting the questionnaire?
YES ____ NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ____ NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO ✓; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO ✓ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES _____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO ☒ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES _____ NO ☒ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES _____ NO ☒ If Yes, provide details for each such occurrence.

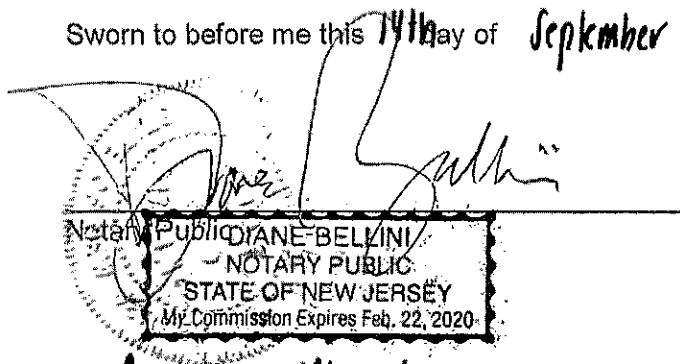
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation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

CERTIFICATION

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

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

Sworn to before me this 14th day of September 2017



American Wear Inc.

Name of submitting business

Dean De Klippo

Print name

[Signature]
Signature

Vice President and Secretary

Title

9 / 14 / 2017

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". No blanks.

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

Date: 9/6/17

1) Proposer's Legal Name: American Wear, Inc.

2) Address of Place of Business: 261 N. 18th St. East Orange, NJ 07017

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 973-414-9200

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 803427665

5) Federal I.D. Number: 22-2597470

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

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

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

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

10) Has the 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. _____

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

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

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

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

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

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

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

We will do whatever is necessary to insure no conflict exists.

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.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; September 12, 1984

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; John Auricemma, 6 Rickland Dr. N. Caldwell, NJ 07006
- iii) Name, address and position of all officers and directors of the company; John Auricemma (see above) and Dean DeHippo, VP, Sec. 1 Leedi Av Pine Brook, NJ 07058
- iv) State of incorporation (if applicable); New Jersey
- v) The number of employees in the firm; 85
- vi) Annual revenue of firm; \$14,000,000.
- vii) Summary of relevant accomplishments We service more than 7000 accounts each week for the past 33 years with unparalleled customer satisfaction.
- viii) Copies of all state and local licenses and permits. None noted

B. Indicate number of years in business. 33

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. We possess the equipment, personnel and financial resources to provide uniform rental and laundering services to 50,000 employees per week.
- 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.

See below
 Company American Wear Inc.
 Contact Person John Auricemma
 Address 261 N. 18th St.
 City/State East Orange, NJ 07017
 Telephone 973-414-9200
 Fax # 973-414-8440
 E-Mail Address John A. Americanwear.com

*Please see attached, including
three references.*



COUNTY OF NASSAU
UNIFORM RENTAL AND MAINTENANCE
SEPTEMBER 6, 2017
BUSINESS HISTORY

A.

Nick Auriemma began his career with Veteran Overall Uniform Suppliers in 1951. His son, John Auriemma, current company President came into the business in 1984 and changed the name to American Wear, Inc.

Our family owned company is the largest independently owned and operated uniform rental supplier in the New York-New Jersey tri-state area. We are known for outstanding personal service, quality garments and competitive pricing.

American Wear, Inc. has 85 employees. Managed by President, John Auriemma and Vice-President, Dean De Filippo we operate 20 route trucks daily in our service area and we are supported by a talented experienced team of managers that enable us to provide outstanding, responsive service.

- John Auriemma, President- 31 years experience.
- Dean DeFilippo- Vice-President- 26 years experience.
- Mike Ruopoli-Operations Manager-28 years experience.
- Steve Howlett-General Service Manager- 16 years experience.
- Carl Nikodem- Long Island Service Manager- 35 years experience.
- Tyrone Bryant-Stock Room Manager- 25 years experience.
- Danny Revelo- Production Plant Manager- 17 years experience.
- Carol Del Polito- Office Manager-35 years experience.

Date of Formation: September 12, 1984.

Shareholder: John Auriemma, 6 Rickland Drive, North Caldwell, NJ 07006.

Officers: John Auriemma, President. 6 Rickland Drive, North Caldwell, NJ 07006

Dean DeFilippo, VP and Secretary, 1 Leeds Avenue, Pine Brook, NJ 07058

BUSINESS HISTORY (continued)

State of Incorporation: New Jersey

Number of Employees: 85

Annual Revenue- \$11,900,000

Summary of Relevant Accomplishments: Our firm has grown to be the largest independently owned and operated uniform rental supplier in the tri-state area. We currently service more than 2500 customers each week. Our Customer Satisfaction Index as measured by an outside firm is 88% compared to an industry average of 47%. In addition, our customer retention rate is 98% with most of our lost business being due to customer's moving out of state or closing operations. This is an unparalleled level of customer retention in our industry.

B.

Number of years in business: 33.

C.

In addition to a fleet of 20 delivery trucks on the road every day, we operate one of the most technologically advanced, modern commercial laundries in our industry. Our facilities were completely updated in 2009 and our offices, warehouse and production plant are all best in class compared to competitors in our industry.

D.

Three References:

**1. Nassau BOCES, Mike Scarnati, 71 Clinton Road, Garden City, NY 11530
516-396-2500.**

**2. City of Yonkers, Lana Como, 40 South Broadway, Yonkers, NY 10701
914-377-6000.**

Please note that due to budget problems in the City of Yonkers they discontinued their uniform rental program with our firm. Upon commencing our work, Ms. Como told us that we were the best uniform supplier she worked with in her 30 year career.

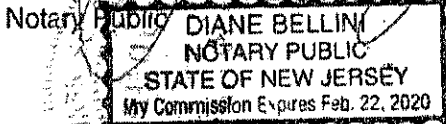
**3. County of Westchester, Stephen Pirone, 148 Martine Avenue, White Plains, NY
10601 (914) 995-2000**

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.

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

Sworn to before me this 6th day of September 2017



Name of submitting business: American Wear Inc.

By: John Auricemma, President

Print name

Signature

President

Title

9 / 6 / 2017
Date

COUNTY OF NASSAU

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

1. Name of the Entity:
American Wear, Inc. _____

Address:
261 North 18th Street _____

City, State and Zip Code:
East Orange, NJ 07017 _____

2. Entity's Vendor Identification Number: _
22-2597470 _____

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

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

John Auriemma, President, 6 Rickland Drive, North Caldwell, NJ 07006

Dean DeFilippo, Vice-President and Secretary, 1 Leeds Avenue, Pine Brook, NJ 07058

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

John Auriemma, 6 Rickland Drive, North Caldwell, NJ 07006- 100% Stockholder

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

None. _____

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

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

None. _____

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 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.

Dated: 9/6/17

Signed: 
Print Name: John Aunemma
Title: President

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

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 98322-09155-152
	COUNTY OF NASSAU		Dated: 09/03/2015
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PM		BID OPENING DATE SEPTEMBER 15, 2015 11:00 A.M. E.D.S.T.
BUYER VIVIAN C. CROWLEY		TELEPHONE (516) 571-4047	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: WORK CLOTHING RENTAL AND MAINTENANCE

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

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

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:
VARIOUS NASSAU COUNTY LOCATIONS

GUARANTEED DELIVERY DATE

60

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

24 2597470

TOLL FREE TELEPHONE NUMBER: 1-800-568-6436

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

NAME OF BIDDER <u>American Wear, Inc.</u>			
ADDRESS <u>261 N. 18th Street</u>			
CITY <u>John E. Grande</u>	STATE <u>NJ</u>	ZIP CODE <u>07017</u>	TELEPHONE <u>973-414-9200</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>John Auremma</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>John Auremma President</u>	

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

BID TERMS AND CONDITIONS

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

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. **Awards** will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. **Delivery** must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. **Supplies** shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. **Billings** for deliveries must be rendered on County claim forms.
20. **Furniture, machines, and other equipment** must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
 - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
 - (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Nassau and the State of New York.
 - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
 - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
 - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
 - (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without its express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: American Wear, Inc.
Address: 261 N. 18th St. E. Orange, NJ 07017
Telephone No: 973-414-9200 Fax No: 973-414-8440

1. State Whether: A Corporation ✓
Individual _____
Partnership _____

GUIDELINES FOR DISCLOSURE

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

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

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

See Attached

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

BIDDER SIGN HERE

BIDDER

John Auriemma

3

President

TITLE



DISCLOSURE STATEMENT

American Wear, Inc.

Subchapter S Corporation

100% Owned by:

John Auriemma

6 Rickland Drive

North Caldwell, NJ 07006

OFFICERS

John Auriemma, President, 6 Rickland Drive, North Caldwell, NJ

Dean De Filippo, Vice-President and Secretary, 1 Leeds Avenue, Pine Brook, NJ

98322-09155-152

QUALIFICATION STATEMENT

BIDDER'S NAME:

American Wear, Inc.

ADDRESS:

261 N. 18th St. E. Orange, NJ 07017

1. STATE WHETHER: CORPORATION ☒ INDIVIDUAL ☐ PARTNERSHIP ☐

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

John Auremma, 6 Rickland Dr. N. Caldwell, NJ

VICE PRESIDENT

Dean DeFilippo 1 Leeds Av Pine Brook, NJ

SECRETARY

" " " " "

TREASURER

Vacant

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? No
IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 31 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? In addition to
uniform rental and cleaning, we sell uniforms and supply shop wipers, floor mats and mops.

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<u>John Auremma</u>	<u>President</u>	<u>31 years</u>	<u>All phases of management, sales and service</u>	
<u>Dean DeFilippo</u>	<u>VP and Secretary</u>	<u>26 years</u>	<u>All phases of management, sales and service.</u>	

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

I have thoroughly read bid documents and I am a specialist in creating,
implementing and executing uniform rental programs for large organizations.

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

BIDDER SIGN HERE

John Auremma
BIDDER
John Auremma

President

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

98322-09155-152

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

John Auricemma, President supported by Customer Service Managers;
Steve Howlett (General Service Mgr) and Carl Nikodem (Long Island Service Mgr)

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

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

1. REFERENCE'S NAME:

Nassau BOCES

ADDRESS:

71 Clinton Rd. Garden City, NY 11530

TELEPHONE: 516-396-2500

CONTACT PERSON

Mike Scarnati

CONTRACT DATE:

January 1, 2015

2. REFERENCE'S NAME:

City of Yonkers

ADDRESS:

40 S. Broadway, Yonkers, NY 10701

TELEPHONE:

914-377-6000

CONTACT PERSON

Lana Como

CONTRACT DATE:

Ended December 31, 2012

3. REFERENCE'S NAME:

Town of Orangetown

ADDRESS:

26 Orangetown Rd. Orangetown, NY 10962

TELEPHONE:

845-359-5100

CONTACT PERSON

Stephan Munno

CONTRACT DATE:

January 1, 2015

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

BIDDER SIGN HERE

John Auricemma
BIDDER
John Auricemma

President

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

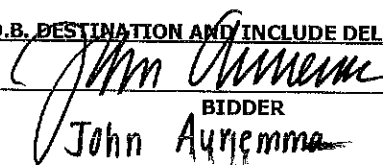
98322-09155-152

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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

BIDDER SIGN HERE


BIDDER
John Ayiemma

President
TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

BIDDER SIGN HERE

BIDDER

John Auremma

7

President
TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

FORMAL SEALED BID PROPOSAL

98322-09155-152

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

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

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

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

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

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

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

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

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

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

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construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

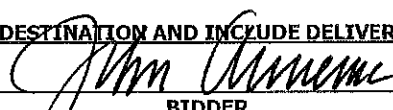
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

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

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

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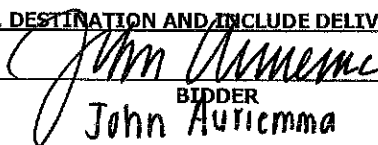
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

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

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

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INDEMNIFICATION:

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

DEFINITIONS:

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

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

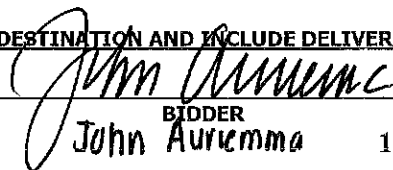
IMPORTANT

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

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

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

1. Name of the Entity: American Wear, Inc.
Address: 261 N. 18th St
City, State and Zip Code: E. Orange, NJ 07017
2. Entity's Vendor Identification Number: System ID # 92786 FEIN # 22-1597470
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
John Auremma, President - 6 Rickland Dr. N. Caldwell, NJ
Dean DeFilippo, VP and Secretary - 1 Leeds Av Pine Brook, NJ
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.

John Auremma - 100% shareholder. 6 Rickland Dr. N. Caldwell, NJ

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

None

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

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

None

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

None.

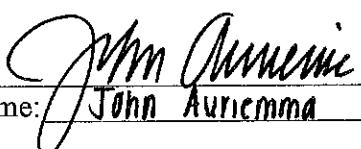
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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.

Dated: September 21, 2015

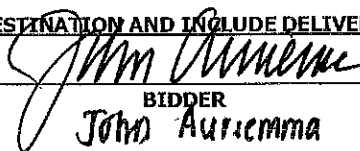
Signed: 

Print Name: John Auremma

Title: President

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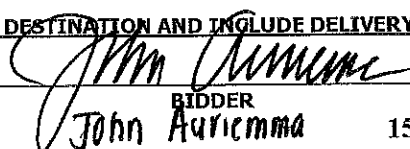
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Page 4 of 4:

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

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LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

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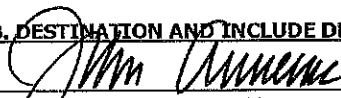
VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: September 21, 2015

Signed: 
Print Name: John Auricemma
Title: President

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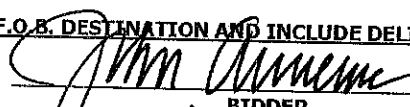
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The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination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

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Business History Form

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

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

Date: September 21, 2015

1) Bidder's/Proposer's Legal Name: American Wear, Inc.

2) Address of Place of Business: 261 N. 18th St. E. Orange, NJ 07017

List all other business addresses used within last five years:

None

3) Mailing Address (if different): Same

Phone: 973-414-9200

Does the business own or rent its facilities? Rent from Owner of American Wear, Inc.

4) Dun and Bradstreet number: 139691770

5) Federal I.D. Number: 24-2597470

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

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

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

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

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

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

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

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

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

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

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

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

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

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

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

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

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

17) Conflict of Interest:

a) Please disclose:

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

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

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

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

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Attachments to Business History Form

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

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

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

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company Please see attached

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Please see attached.

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

BIDDER SIGN HERE

John Auricenna
BIDDER
John Auricenna

23

President

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

98322-09155-152

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

See Attached

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John Aurigemma
BIDDER
John Aurigemma

President

TITLE



COUNTY OF NASSAU
BID #98322-09155-152
UNIFORM RENTAL AND MAINTENANCE
SEPTEMBER 24, 2015
BUSINESS HISTORY

A.

Nick Auriemma began his career with Veteran Overall Uniform Suppliers in 1951. His son, John Auriemma, current company President came into the business in 1984 and changed the name to American Wear, Inc.

Our family owned company is the largest independently owned and operated uniform rental supplier in the New York-New Jersey tri-state area. We are known for outstanding personal service, quality garments and competitive pricing.

American Wear, Inc. has 80 employees. Managed by President, John Auriemma and Vice-President, Dean De Filippo we operate 20 route trucks daily in our service area and we are supported by a talented experienced team of managers that enable us to provide outstanding, responsive service.

- John Auriemma, President- 31 years experience.
- Dean DeFilippo- Vice-President- 26 years experience.
- Mike Ruopoli-Operations Manager-28 years experience.
- Steve Howlett-General Service Manager- 16 years experience.
- Carl Nikodem- Long Island Service Manager- 35 years experience.
- Tyrone Bryant-Stock Room Manager- 25 years experience.
- Danny Revelo- Production Plant Manager- 17 years experience.
- Carol Del Polito- Office Manager-35 years experience.

Date of Formation: September 12, 1984.

Shareholder: John Auriemma, 6 Rickland Drive, North Caldwell, NJ 07006.

Officers: John Auriemma, President. 6 Rickland Drive, North Caldwell, NJ 07006

Dean DeFilippo, VP and Secretary, 1 Leeds Avenue, Pine Brook, NJ 07058

BUSINESS HISTORY (continued)

State of Incorporation: New Jersey

Number of Employees: 80

Annual Revenue- \$10,500,000

Summary of Relevant Accomplishments: Our firm has grown to be the largest independently owned and operated uniform rental supplier in the tri-state area. We currently service more than 2500 customers each week. Our Customer Satisfaction Index as measured by an outside firm is 88% compared to an industry average of 47%. In addition, our customer retention rate is 98% with most of our lost business being due to customer's moving out of state or closing operations. This is an unparalleled level of customer retention in our industry.

B.

Number of years in business: 31.

C.

In addition to a fleet of 20 delivery trucks on the road every day, we operate one of the most technologically advanced, modern commercial laundries in our industry. Our facilities were completely updated in 2009 and our offices, warehouse and production plant are all best in class compared to competitors in our industry.

D.

Three References:

1. Nassau BOCES, Mike Scarnati, 71 Clinton Road, Garden City, NY 11530
516-396-2500.

2. City of Yonkers, Lana Como, 40 South Broadway, Yonkers, NY 10701
914-377-6000.

Please note that due to budget problems in the City of Yonkers they discontinued their uniform rental program with our firm. Upon commencing our work, Ms. Como told us that we were the best uniform supplier she worked with in her 30-year career.

3. Town of Orangetown, Stephan Munno, 26 Orangeburg Road, Orangeburg, NY 10962
845-359-5100

98322-09155-152

CERTIFICATION

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

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

Sworn to before me this 21st day of September 2015

Diane Bellini
Notary Public DIANE BELLINI
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Feb. 22, 2020

Name of submitting business: American Wear, Inc.

By: John Auricemma
Print name
John Auricemma
Signature
President
Title

9 / 21 / 2015
Date

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John Auricemma
BIDDER
John Auricemma

25

President
TITLE

98322-09155-152

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name John Auricemma, President, American Wear, Inc.
Date of birth 6 / 12 / 1959
Home address 6 Rickland Dr
City/state/zip N. Caldwell, NJ 07006
Business address 261 N. 18th St
City/state/zip E. Orange, NJ 07017
Telephone 973-414-9200
Other present address(es) None
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

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

President 9 / 12 / 1984 Treasurer _____
Chairman of Board _____ Shareholder 9 / 12 / 1984
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____

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

NO _____ YES ☒ If Yes, provide details. 100% owner.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO _____ YES ☒ If Yes, provide details. American Wear rents building from my real estate company

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES _____; If Yes, provide details.

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

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BIDDER SIGN HERE

John Auricemma
BIDDER
John Auricemma

President

TITLE

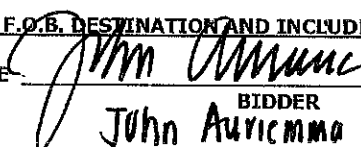
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NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space,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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ____ YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ____ YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ____ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or

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BIDDER
John Auricemma


TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

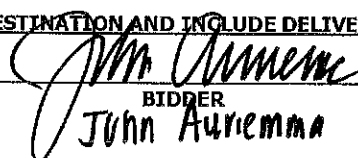
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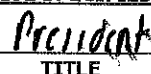
local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ☐ If Yes, provide details for each such investigation.

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

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BIDDER SIGN HERE


BIDDER
John Auriemma 28


TITLE

98322-09155-152

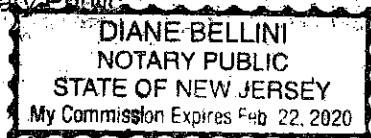
CERTIFICATION

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

Sworn to before me this 21st day of September 2015

Diane Bellini
Notary Public



American Wear Inc.
Name of submitting business

John Auriemma
Print name

John Auriemma
Signature
President
Title

9, 21, 2015
Date

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John Auriemma
BIDDER

President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

98322-09155-152

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

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

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

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

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.


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

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

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

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

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

<u>American Wear, Inc.</u>	<u>9/21/15</u>
Claimant Name	Date
<u></u>	<u>President</u>
By Signature	Title

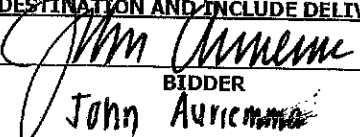
CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

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

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BIDDER
John Auricenna

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President
TITLE

98322-09155-152

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

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

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

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

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

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

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

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

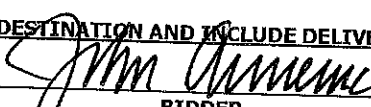
TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

DISCLAIMER

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

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

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BIDDER
John Auremma

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President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

98322-09155-152

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

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

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

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

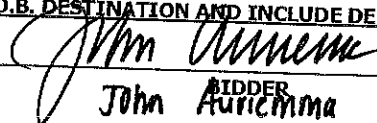
Federal Exemption Number: A-109538

State Exemption Number: EX 7213062C

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

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BIDDER SIGN HERE


John Auricemma
BIDDER

President

TITLE

98322-09155-152

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

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

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

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

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

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

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

EVALUATION:

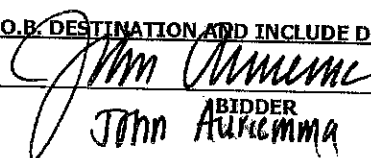
The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to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

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

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

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BIDDER
John Aukemma

33


President
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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

98322-09155-152

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.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at

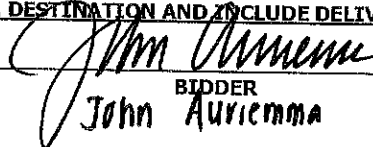
<https://eproc.nassaucountyny.gov/SupplierRegister>

BIDDERS NOTE:

- 1) CONTRACTOR WILL PROVIDE ALL NEW GARMENTS AT TIME OF AWARD TO ALL COUNTY DEPARTMENTS/UNITS UTILIZING THIS CONTRACT AND WITH NAMES AND DIVISIONS TO BE EMBROIDERED OVER THE POCKETS AND LABELED AS REQUIRED
- 2) SOME AGENCIES MAY HAVE SEVERAL DELIVERY LOCATIONS. MONTHLY BILLING MUST BE BY LOCATION
- 3) AGENCIES MAY BE ADDED AS NEEDED
- 4) GARMENTS MUST BE SUPPLIED FROM ANY OF THE FOLLOWING MANUFACTURERS:
SOFTWILL, UNIWEAVE, UNISPORT, BREEZEWEAVE, PARKSTREET, UNIWEAR, ARMOREX FR, DICKIES,
WRANGLER
- 5) ADDITIONAL ITEMS MAY BE ADDED BY AMENDMENT AND WRITTEN QUOTE

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BIDDER
John Auricemma

President
TITLE

98322-09155-152

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

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 21st day of September, 20 15 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: American Wear, Inc.

Address: 261 N. 18th St.

Street: _____

City, Town, etc: E. Orange, NJ 07017

Telephone: 973-414-9200 Title: _____

If applicable, responsible Corporate Officer

Name John Auremma Title President

Signature: John Auremma

Sign Here

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

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

BIDDER SIGN HERE John Auremma
BIDDER

President
TITLE

98322-09155-152

Uniforms – rental and cleaning

This program is to provide uniforms for employees of various agencies within Nassau County.

*****Selected vendor will provide all new uniforms at time of award to all county departments/units utilizing this blanket order.*****

1) Rental/Maintenance Costs:

All pieces must be from one of the following manufacturers:

Softwill
UniWeave
UniSport
BreezeWeave
ParkStreet
UniWear
Armorex FR
Dickies
Wrangler

Rental – cost per item, per week:

BLEND GARMENTS

1. Long Sleeve Work Shirt, 65/35 Poly/Cotton Blend. <i>SP14</i>	\$.16
2. Short Sleeve Work Shirt, 65/35 Poly/Cotton Blend. <i>SP24</i>	\$.15
3. Women's Long Sleeve Work Shirt, Poly/Cotton Blend. <i>SP13</i>	\$.16
4. Women's Short Sleeve Work Shirt, 65/35 Poly/Cotton Blend. <i>SP23</i>	\$.15
5. Men's Short Sleeve Polo 100% Poly No Pocket Moisture Management <i>SK90</i>	\$.22
6. Women's Short Sleeve Polo 100% Poly No Pocket Moisture Management <i>SK91</i>	\$.22
7. Long Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend. <i>SR70</i>	\$.24
8. Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend. <i>SR60</i>	\$.23
9. Women's Long Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend. <i>SR71</i>	\$.24
10. Women's Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend. <i>SR61</i>	\$.23
11. Security Shirt Long Sleeve, Epaulets, Military Creases 65/35 Poly/Cotton. <i>SP56</i>	\$.24
12. Security Shirt Short Sleeve, Epaulets, Military Creases 65/35 Poly/Cotton. <i>SP66</i>	\$.23
13. Polo no Pocket, 50/50 Poly/Cotton Blend. <i>SK72</i>	\$.22 JA
14. Polo with Pocket, 50/50 Poly/Cotton Blend. <i>SK82</i>	\$.22 JA
15. Long Sleeve Polo with Pocket, 50/50 Poly/Cotton Blend. <i>K500LSP</i>	\$.24 JA
16. Moisture Wicking LS polo <i>ST657</i>	\$.26
17. Short Sleeve T-Shirt w/Pocket Solid Color (poly/cotton blend preferred) <i>8300</i>	\$.14
18. Long Sleeve T-Shirt w/Pocket Solid Color (poly/cotton blend preferred) <i>PC61LSP</i>	\$.16
19. Flat Front Pant, 65/35 Poly/Cotton Blend. <i>PT20</i>	\$.14
20. Pleated Pant, 65/35 Poly/Cotton Blend. <i>PT32</i>	\$.23
21. Cargo Pant, 65/35 Poly/Cotton Blend. <i>PT88</i>	\$.23

JA - Whisk-out used

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

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John Annemina

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COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

98322-09155-152

22. Security Pant Flat Front, Polyester. HS2370	\$.24
23. Women's Cargo Pant, 65/35 Poly/Cotton Blend. PT89	\$.24
24. Women's Pleated Pant, 65/35 Poly/Cotton Blend. PT39	\$.26
25. Women's Flat Front Pant, 65/35 Poly/Cotton Blend. PT21	\$.16
26. Cargo Short, 65/35 Poly/Cotton Blend. PT66	\$.22
27. Women's Cargo Short, 65/35 Poly/Cotton Blend. PT891	\$.22

28. Permalined Jacket, 65/35 Poly/Cotton Blend. JT38	\$.34
29. Permalined Hip Jacket, 65/35 Poly/Cotton Blend. JT50	\$.34
30. 3-Season Jacket w/Fleece Lining. JN10	\$.34
31. Long Sleeve Coverall, 65/35 Poly/Cotton Blend. CT10	\$.34
32. Winter Parka Jacket w/Hood B340	\$.74
33. Soft Shell Jacket w/Hood JN30	\$.64
34. Soft Shell Jacket w/out Hood JP66	\$.64

COTTON GARMENTS

35. Long Sleeve Shirt, 100% Cotton. SC30	\$.23
36. Short Sleeve Shirt, 100% Cotton. SC40	\$.22
37. Flat Front Pant, 100% Cotton. PC20	\$.24
38. Pleated Front Pant, 100% Cotton PC24	\$.28
39. Relaxed Fit Jean, 100% Cotton Denim. POS4	\$.20
40. Wrangler Regular Fit Jean, 100% Cotton Denim. W476	\$.26
41. Wrangler Relaxed Fit Jean, 100% Cotton Denim. W476	\$.26
42. Wrangler Women's Jean, 100% Cotton Denim. W475	\$.26
43. Women's Jean, 100% Cotton Denim. W475	\$.26
44. Men's Dickies Carpenter Jeans 1993 RNB	\$.26

FR GARMENTS

45. Prewashed Denim Jean, Indura 1 FR Cotton. HRC-2, ATPV-18.3 PEJM	\$.62
46. Long Slv. Shirt, Armorex FR 88/12 Cott./Nylon Blend FR Fabric. HRC-2, ATPV-9.2 SLVB	\$.62
47. Pant, Armorex 88/12 Cotton/Nylon Blend FR Fabric. HRC-2, ATPV-12.4 PLW2	\$.62
48. Coverall, Armorex 88/12 Cotton/Nylon Blend FR Fabric. HRC-2, ATPV-12.4 CLP6	\$.98
49. Long Sleeve Shirt, UltraSoft. HRC-2, ATPV-8.7 SEL	\$.69
50. Pant, UltraSoft. HRC-2, ATPV-12.4 PEW2	\$.49
51. Coverall, UltraSoft. HRC-2, ATPV-12.4 CL64	\$.49
52. SS Tee Shirt, Armorex, 88/12 Cotton/Nylon Blend FR Fabric. HRC-2, ATPV-10.9 SET8	\$.49
53. Long Sleeve Shirt w/Snap Front, Armorex Tecasafe Plus FR. HRC-2, ATPV-8.4 SES2	\$.69
54. Long Sleeve Shirt, Armorex Tecasafe Plus FR. HRC-2, ATPV-8.4 SEN2	\$.69
55. Pant, Tecasafe Plus FR. HRC-2, ATPV-9.3 PNW2	\$.69
56. Coverall, Tecasafe Plus FR. HRC-2, ATPV-8.4 CL44	\$.98
57. Long Sleeve Shirt, Armorex Nomex CXP. HRC-1, ATPV-5.1 SND2	\$ 1.19
58. Pant, Armorex Nomex. HRC-1, ATPV-5.8 PNW2	\$ 1.28
59. Coverall, Armorex Nomex CXP. HRC-1, ATPV 6.5 CNB	\$ 1.96

ENHANCED VISIBILITY GARMENTS

60. Enhanced Visibility Long Sleeve Shirt, 65/35 Poly/Cotton Blend, Navy w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. SP14EL	\$.37
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FORMAL SEALED BID PROPOSAL

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1. Enhanced Visibility Short Sleeve Shirt, 65/35 Poly/Cotton Blend, Navy w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. *SP24EW* \$.35
2. Enhanced Visibility Pant, 65/35 Poly/Cotton Blend, Navy w/Yellow 3M Scotchlite Reflecting Striping on Legs. *PT20EW* \$.39
3. Enhanced Visibility Jacket, 65/35 Poly/Cotton Blend, Navy w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. *JT30EW* \$.54
4. Enhanced Visibility Coverall, 65/35 Poly/Cotton Blend, Navy w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. *CT10EW* \$.54
5. Enhanced Visibility Long Sleeve Shirt, 65/35 Poly/Cotton Blend, Grey w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. *SP14WM* \$.37
6. Enhanced Visibility Short Sleeve Shirt, 65/35 Poly/Cotton Blend, Grey w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. *SP24WM* \$.35
7. Enhanced Visibility Pant, 65/35 Poly/Cotton Blend, Charcoal w/Orange 3M Scotchlite Reflecting Striping on Legs. *PT20EW* \$.39
8. Enhanced Visibility Jacket, 65/35 Poly/Cotton Blend, Charcoal w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. *JT30WM* \$.54
9. Enhanced Visibility Coverall, 65/35 Poly/Cotton Blend, Charcoal w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. *CT10WM* \$.54
- Hi-VIS GARMENTS
10. Hi-Vis Long Sleeve Shirt, 100% Fluorescent Lime-Yellow Polyester with 3M Scotchlite Reflective Striping on Front, Back, and Sleeves. *SS14HV* \$.47
11. Hi-Vis Short Sleeve Shirt, 100% Fluorescent Lime-Yellow Polyester with 3M Scotchlite Reflective Striping on Front, Back, and Sleeves. *SS24HV* \$.45
12. Hi-Vis Short Sleeve Tee-Shirt, 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scotchlite Reflective Striping on Front and Back. *SYK6HV* \$.19
13. Hi-Vis Short Sleeve Tee-Shirt, 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scotchlite Reflective Segmented Striping on Front and Back. *SYK2HV* \$.19
14. Hi-Vis Jacket, 100% Fluorescent Lime-Yellow Polyester with 3M Scotchlite Reflective Striping on Front, Back, and Sleeves. *JY32HV* \$.99
15. Optional Zip in/out Liner *LN30BK* \$.21
16. Hi-Vis Coverall, 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scotchlite Reflective Striping on Front, Back, Legs, and Sleeves. *CT10HV* \$.99
17. LS Shirt Hi Vis Class 2 *SS14HV* \$.47
18. SS Shirt Hi Vis Class 2 *SS24HV* \$.45
19. SS Hi Vis T-Shirt w/pocket *SYK6HV* \$.19

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

98322-09155-152

LABS/SMOCKS

- | | | |
|--|------|--------|
| 60. Women's Lab Coat with Outside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend. | KP13 | \$.24 |
| 61. Unisex Consultation Lab Coat with 2 Chest, 2 Lower Oversized (Pocket within a Pocket), and 2 Lower Inside Pockets 65/35 Poly/Cotton Blend. | | \$.39 |
| 62. Men's Counter Coat with 3 Outside Pockets 80/20 Poly/Cotton Blend. | KP14 | \$.24 |
| 63. Women's LS Smock 2 Lower Pockets 80/20 Poly/Cotton Blend. | KP10 | \$.24 |
| | TP31 | \$.24 |
| 64. SHOP | | |
| 65. 100% Cotton Denim Machinist Apron | | \$.75 |
| 66. Poly/Cotton Blend Bib Apron w/3 pockets | | \$.35 |
| 67. 100% Spun Poly Bib Apron | | \$.30 |

Additional items can be added by amendment and quote.

Uniform Standard Allocations

The winning bidder shall obtain a written uniform standard from each unit.

This standard shall never be exceeded unless under written authorization from the office of the respective Department Head.

The winning bidder shall submit such standards to the Office of Purchasing and they will be noted on the contract.

The winning bidder shall measure each employee for uniform allotment and a copy of such measurements shall be signed by both the authorized designee of the vendor as well as the unit. A copy shall be left with the unit on the day of measurement and the winning bidder shall submit a copy with their first billing to ensure complete documentation of initial provisions.

Under no circumstances shall uniforms be issued without written permission from the office of the department head.

Quantity requirements should assume a two week cycle if laundering is utilized.

Emblem

Official Nassau County seal emblems and/or variations for individual departments within Nassau County (i.e. Nassau County Police Department) shall be affixed to uniform pieces as instructed in the written uniform standard.

Emblems/Embroidery shall be free with initial layout.

Please provide pricing structure for emblem/embroider on additional garments throughout the term of the contract below:

Employee Name - .50
Company Emblem 1.50
Direct Embroidery 3.00

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COUNTY OF NASSAU STATE OF NEW YORK

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Rental

Bills for rental of uniforms shall be submitted monthly, in arrears. Each bill shall contain detail showing the item, number of pieces being rented and the per week cost extended to show total per item.

Each new allotment, be it the initial layout of uniforms or new employees, shall be made with new items, not previously worn uniform pieces.

The County reserves the right to refuse any garment that does not meet with its approval for any reason.

Each garment shall be full cut and be of rugged construction throughout. Name tapes/identifying bar codes shall be securely fastened or printed on the neckband/waistband. All uniforms shall be guaranteed color-fast. Names and divisions to be embroidered over the pockets as requested.

Laundering

Laundry costs shall be included in the rental amount. Laundering assumes a 1-week turnaround pickup to return. Quantities worn the first week are laundered the second week. All uniforms and items covered under the laundering function shall be laundered under strict sanitary conditions, kept in good repair when required by the vendor and replacement shall be made by said vendor as and when required.

Items picked up for laundry must be returned to the site the rental is being paid under. (i.e. if garment is rented through 123 Smith Street and is picked up at 567 Acme Street, it should be returned to origin, 123 Smith Street) unless vendor is notified in writing of transfer to a new location. Under no circumstances shall any employee be charged for a single set of uniforms under multiple locations.

Receipts for pickup and drop off shall be left at each location detailing each item. No exceptions.

Vendor will replace, at their cost, all items not returned from the laundry.

Garment Rentals

Bidders may be required to provide a sample of each item prior to award to ensure fabric and cut are acceptable.

Replacement

Garments in need of replacement due to normal wear and tear will be replaced with new garments during the term of the agreement, on an as needed basis, and in all cases, at the discretion of the an authorized departmental designee. Garments in need of repair, (buttons replaced, zippers repaired/replaced, torn hems mended, etc.) shall be repaired, laundered and returned the following week.


Lockers

Locations utilizing lockers shall have same supplied by vendor for employees utilizing same. Lockers remain the property of the vendor at the end of the contract period. Lockers shall be constructed so that the user can provide their own lock and the contractor has a master control for delivery of clean uniforms.

Locker rental cost: \$ 1.50 per eight compartment unit per week.

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COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

98322-09155-152

Amortization/non-returns

Depreciation schedule - Please attach cost list and depreciation schedule for each item.

Contractor Inventory

Each year, within 2 weeks of the anniversary date of the contract, a full inventory of each user must be done by the vendor and reconciled with the initial provision.

Upcharges

Please submit your upcharge schedule for plus sizing.

Please submit any minimums/maximums per stop/account if applicable.

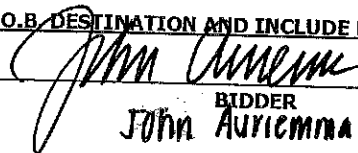
ISO 9000 Certification

All bidders must be ISO9001 certified. Please submit proof of certification with bid.

We are not ISO9001 certified.

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BIDDER
John Auricemma

President

TITLE

EDWARD MANGANO
COUNTY EXECUTIVE



Michael Schlenoff
DIRECTOR OF PURCHASING &
CONTRACTS

OFFICE OF PURCHASING
ONE WEST STREET
NORTH ENTRANCE
MINEOLA, NY 11501
Tel # (516)571-4200 Fax # (516)571-4263

AUGUST 6, 2015

AMENDMENT NO. 1

FORMAL SEALED BID #: 98322-09155-152

FOR: WORK CLOTHING RENTAL & MAINTENANCE

ISSUED: 09/03/2015

OPENING: SEPTEMBER 15, 2015 8:00 AM E.D.S.T.

TO ALL BIDDERS:

- 1) Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:
 - A) OPENING DATE IS POSTPONED TO SEPTEMBER 17, 2015 - 11:00 AM E.D.S.T.
 - B) DISREGARD DOCUMENT TITLED "WORK CLOTHING RENTAL AND MAINTENANCE" - REPLACE W/DOCUMENT TITLED "WORK CLOTHING RENTAL AND MAINTENANCE #2"
- 2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.
- 3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Frank Intagliata

fi:vc

Commissioner Shared Services

John Auremma 9/21/15
John Auremma, President

EDWARD MANGANO
COUNTY EXECUTIVE



Michael Schlenoff
DIRECTOR OF PURCHASING &
CONTRACTS

OFFICE OF PURCHASING
ONE WEST STREET
NORTH ENTRANCE
MINEOLA, NY 11501
Tel # (516)571-4200 Fax # (516)571-4263

SEPTEMBER 16, 2015

AMENDMENT NO. 2

FORMAL SEALED BID #: 98322-09155-152

FOR: WORK CLOTHING RENTAL & MAINTENANCE

ISSUED: 09/03/2015

OPENING: SEPTEMBER 15, 2015 8:00 AM E.D.S.T.

TO ALL BIDDERS:

- 1) Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:

OPENING DATE IS POSTPONED TO SEPTEMBER 24, 2015 - 11:00 AM E.D.S.T.

- 2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.
- 3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Frank Intagliata

f.rvc

Commissioner Shared Services

John Auricemma 9/16/15
John Auricemma, President

EDWARD MANGANO
COUNTY EXECUTIVE



Michael Schlenoff
DIRECTOR OF PURCHASING &
CONTRACTS

OFFICE OF PURCHASING
ONE WEST STREET
NORTH ENTRANCE
MINEOLA, NY 11501
Tel # (516)571-4200 Fax # (516)571-4263

SEPTEMBER 23, 2015

AMENDMENT NO. 3

FORMAL SEALED BID #: 98322-09155-152

FOR: WORK CLOTHING RENTAL & MAINTENANCE

ISSUED: 09/03/2015

OPENING: SEPTEMBER 15, 2015 8:00 AM E.D.S.T.

TO ALL BIDDERS:

- 1) Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:

OPENING DATE IS POSTPONED TO SEPTEMBER 29, 2015 - 11:00 AM E.D.S.T.

- 2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.
- 3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Frank Intagliata

fi:vc

Commissioner Shared Services

John Auriemma
John Auriemma, President

OFFICE OF PURCHASING PP 9/17/15
SUMMARY OF BIDS PP 9/24/15
OPENED: SEPTEMBER 15, 2015 AT 11 A.M.
BID NO.: 98322-09155-152
REQ. NO: N/A
TITLE: WORK CLOTHING RENTAL & MAINT.

OFFICE OF PURCHASING																	PP 9/17/15		DETAILS OF		
SUMMARY OF BIDS																	PP 9/24/15		AWARD		
OPENED: SEPTEMBER 15, 2015 AT 11 A.M.																					
BID NO: 98322-09155-152																					
REQ. NO: N/A																					
TITLE: WORK CLOTHING RENTAL & MAINT.																					
			G & K SERVICES										AMERICAN WEAR UNIFORMS		UNIFIRST CORP.						
ITEM #	ARTICLE	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TO NO.	AMOUNT
1	LS WORK SHIRT	\$	0.22	0.16	0.166														176MS	2	
2	SS WORK SHIRT	\$	0.22	0.15	0.139																
3	WOMEN'S LS WORK SHIRT	\$	0.22	0.16	0.182																
4	WOMEN'S SS WORK SHIRT	\$	0.22	0.15	0.147																
5	MEN'S SS POLO	\$	0.25	0.22	0.182																
6	WOMEN'S SS POLO	\$	0.25	0.22	0.179																
7	LS BUTTON DOWN SHIRT	\$	0.30	0.24	0.238																
8	SS BUTTON DOWN SHIRT	\$	0.30	0.23	0.212																
9	WOMEN'S LS BUTTON DOWN SHIRT	\$	0.30	0.24	0.227																
10	WOMEN'S SS BUTTON DOWN SHIRT	\$	0.30	0.23	0.205																
11	SECURITY SHIRT LS	\$	0.35	0.24	0.356																
12	SECURITY SHIRT SS	\$	0.35	0.23	0.290																
13	POLO NO POCKET	\$	0.30	0.22	NB																
14	POLO WITH POCKET	\$	0.30	0.22	0.182																
15	LS POLO WITH POCKET	\$	0.35	0.24	0.258																
16	MOISTURE WICKING LS POLO	\$	0.35	0.26	0.180																
17	SS T-SHIRT W/POCKET SOLID COLOR	\$	0.15	0.14	0.118																
18	LS T-SHIRT W/POCKET SOLID COLOR	\$	0.18	0.16	0.151																
19	FLAT FRONT PANT	\$	0.18	0.14	0.227																
20	PLEATED PANT	\$	0.22	0.23	0.261																
21	CARGO PANT	\$	0.25	0.23	0.284																
22	SECURITY PANT FLAT FRONT	\$	0.25	0.24	0.181																
23	WOMEN'S CARGO PANT	\$	0.25	0.24	0.312																
24	WOMEN'S PLEATED PANT	\$	0.22	0.26	0.289																
25	WOMEN'S FLAT FRONT PANT	\$	0.18	0.16	0.257																
26	CARGO SHIRT	\$	0.15	0.22	0.265																
27	WOMEN'S CARGO SHIRT	\$	0.15	0.22	0.270																
28	PERMALINED JACKET	\$	0.35	0.34	0.423																
29	PERMALINED HIP JACKET	\$	0.37	0.34	0.447																
30	3-SEASON JACKET W/LEECE LINING	\$	0.40	0.34	0.500																
31	LS COVERALL	\$	0.35	0.34	0.346																
32	WINTER PARKA JACKET W/HOOD	\$	0.40	0.74	1.000																
33	SOFT SHELL JACKET W/HOOD	\$	0.40	0.64	0.760																
34	SOFT SHELL JACKET W/O HOOD	\$	0.38	0.64	0.700																
35	LS SHIRT	\$	0.25	0.23	0.276																
36	SS SHIRT	\$	0.25	0.22	0.262																
37	FLAT FRONT PANT	\$	0.20	0.24	0.347																
38	PLEATED PANT	\$	0.20	0.28	0.419																
39	RELAXED FIT JEAN	\$	0.22	0.20	0.366																
40	WRANGLER REGULAR FIT JEAN	\$	0.22	0.26	0.393																
41	WRANGLER RELAXED FIT JEAN	\$	0.22	0.26	0.418																

ITEMS
41-67

[illegible]

DETAILS OF AWARD

[illegible]

Claudia Colasanto hereby certifies that the bids listed above were opened at the time and place specified herein and that the above is a correct transcription from all original bids received.

Date 9/20/15 Barbara Blawie Deborah
 PUBLIC BID OFFICER



FORMAL BID RECOMMENDATION

BID NUMBER: 98322-09155-152


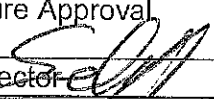
OPEN DATE: 9/15/2015

TITLE: Work Rental and Maintenance DATE: 10/1/15

TO: BUYER:

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

		Bid Results
<p>Date: 10/8/15</p> <p>To: Supervisor From: Buyer</p> <p>List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.</p> <p> Buyer</p>		<p>Recommend award be made to Vendor 2 as the apparent lowest responsible Bidder meeting specifications. Other the low bidder see attached.</p>
<p>Date: _____</p> <p>To: Director From: Supervisor</p> <p><input type="checkbox"/> Concur <input type="checkbox"/> Disagree (See Reverse)</p>		
<p>Date: <u>9/22/15</u></p> <p>To: Buyer From: Director</p> <p><input checked="" type="checkbox"/> Approved for Award</p> <p><input type="checkbox"/> Hold award pending discussion</p> <p><input checked="" type="checkbox"/> Subject to Legislature Approval</p> <p> Director</p>		

Bidder 1 did not meet specifications ; poor performing vendor, see bad vendor repackage.

Bidder 3 did not meet specifications - did not follow county bidding procedures.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER New Agency Partners, LLC 99 Cherry Hill Road Suite 200 Parsippany NJ 07054		CONTACT NAME: Christine Klinedinst PHONE (A/C, H, Ext): (973) 588-1800 FAX (A/C, No): (973) 588-1801 E-MAIL ADDRESS: cklinedinst@newagencypartners.com	
INSURED AMERICAN WEAR, INC. 261 N 18TH ST EAST ORANGE NJ 07017-5352		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company INSURER B: Utica National Insurance Group INSURER C: Travelers Prop Casualty Co INSURER D: INSURER E: INSURER F:	
		NAIC # 26301	

COVERAGES **CERTIFICATE NUMBER:** 16-17 gl/auto/umb **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	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		\$ 2039219	10/22/2016	10/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO		4898111	10/22/2016	10/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		Coll ded - \$1,000 Comp ded - \$1,000			
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
C	UMBRELLA LIAB					
	<input checked="" type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000		ZUP-71M43512-16-NF	10/22/2016	10/22/2017	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is listed as additional insured for general liability per written contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Nassau
240 Old Country Road
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

C Klinedinst/CMK

ACORD 25 (2010/05)

INS025/201005) 01

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**A-49-2017****Staff Summary**

Subject: Groceries (S/B # 39386-08177-101)
Department Office of Purchasing
Department Head Name Robert Cleary
Department Head Signature <i>[Signature]</i>

Date September 12, 2017
Vendor Name H. Schrier & Co., Inc.
Contract Number A-49-2017
Contract Manager Name Linda A. Mills, Food Inspector II

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm		1		
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	<i>[Signature]</i> 9/18/17	Counsel to C.E.
	Budget	9/15/17	County Atty.
	Deputy C.E.	<i>[Signature]</i>	County Exec.

Narrative

Purpose: To authorize and award a blanket purchase order for Groceries for the Nassau County Correctional Center to H. Schrier & Company, Inc.

Discussion: This bid was advertised in Newsday, posted to the Nassau County Website Bid Solicitation Board, where thirteen (13) vendors viewed the bid, none of which are minority, women or veteran owned. Minority Affairs was given a copy of the bid. Four (4) vendors submitted bids, none of whom are located in Nassau County.

H. Schrier & Co., Inc. located in Brooklyn, New York, submitted bids for two hundred five (205) items and it is recommended that H. Schrier & Co., Inc. be awarded a contract for seventy-eight (78) of those items. When these items are calculated by unit of measure, such as pounds, ounces or grams, H. Schrier & Co., Inc., is the lowest cost responsible bidder for each of those seventy-eight (78) items. The remaining items are being awarded to the lowest cost responsible bidders for those items.

Past Procurement History: Historically, H. Schrier & Co., Inc. has held food requirement contracts with Nassau County with satisfactory performance.

Impact on Funding: Estimated cost for this six (6) month contract is One Hundred Nineteen Thousand Eight Hundred One Dollars and Fifteen Cents (\$119,801.15) from General Funds.

Recommendation: Office of Purchasing recommends awarding this contract to H. Schrier & Co., Inc. as the lowest responsible bidder meeting specifications.

APPROVED: *[Signature]*9/15/17
(DATE)

INSURANCE SECTION

REAL ESTATE, PERSONAL AND
PROPERTY INSURANCE

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-49-2017

FROM: ROBERT CLEARY, DIRECTOR OF PROCURMENT COMPLIANCE

DATE: SEPTEMBER 13, 2017

SUBJECT: RESOLUTION-NASSAU COUNTY CORRECTIONAL CENTER

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE ESTIMATED AMOUNT OF ONE HUNDRED NINETEEN THOUSAND EIGHT HUNDRED ONE DOLLARS AND FIFTEEN CENTS (\$119,801.15) ON BEHALF OF NASSAU COUNTY CORRECTIONAL CENTER TO H. SCHRIER & CO., INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE GROCERIES FOR NASSAU COUNTY CORRECTIONAL CENTER..

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



MICHAEL SCHLENOFF
ACTING DIRECTOR OF PURCHASING

MS: br

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



RULES RESOLUTION

2017

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY CORRECTIONAL CENTER AND H. SCHRIER & CO., INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #39386-08177-101 for Groceries for Nassau County Correctional Center as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, H. SCHRIER & CO., INC. submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Blanket Purchase Order with H. SCHRIER & CO., INC.



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? If yes, to what campaign committee?

We have not made any campaign contributions
to any elected officials, campaign committees
or candidates

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: _____

9/14/17

Vendor: _____

H. Schriener Co. Inc

Signed: _____

Jonathan Libertoff

Print Name: _____

Jonathan Libertoff

Title: _____

Sec/TREAS.

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

None

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

None

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

BIDDER SIGN HERE

BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

Page 2 of 4

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

None

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

None

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Page 3 of 4

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

Dated: 8/15/17

Signed: 
Print Name: David Libertoff
Title: President

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

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BIDDER

President
TITLE

Page 4 of 4:

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

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BIDDER

TITLE

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 David Libertoff
Date of birth 11/16/1974
Home address 1886 Muttontown Rd
City/state/zip Muttontown NY 11791
Business address: H. Schrier & Co. Inc.
4901 Glenwood Road
City/state/zip Brooklyn, NY 11234
Telephone 718.858.7550
Other present address(es) none
City/state/zip none
Telephone none

List of other addresses and telephone numbers attached

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

President 1/1/2002 Treasurer 1/1/2002
Chairman of Board N/A Shareholder 6/1/2001
Chief Exec. Officer N/A Secretary N/A
Chief Financial Officer N/A Partner N/A
Vice President 1/1/2002
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. 35% 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. own 6.67% of lease to corporation for office + warehouse space
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? 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.

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BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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 details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.

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BIDDER

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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.

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

Sworn to before me this 15 day of August 2017

Gary Rubin
Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H.Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234

Name of submitting business

David Liberto
Print name

[Signature]
Signature

President
Title

8, 15, 17
Date

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

BIDDER SIGN HERE

David Liberto
BIDDER

Pres.

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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 Jonathan Libetoff
Date of birth 11/11/75
Home address 245 Brookville Rd.
City/state/zip Brookville NY 11545
Business address H. Schrier & Co. Inc.
City/state/zip 4901 Glenwood Road
Telephone 718.858.7500
Other present address(es) NONE
City/state/zip ↓
Telephone ↓

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
President 1/1/2003 Treasurer 1/1/2003
Chairman of Board NA Shareholder 6/1/2001
Chief Exec. Officer NA Secretary 1/1/2000
Chief Financial Officer NA Partner 1/1/
Vice President 1/1/
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. 35% 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. owns 6.67% of lease to the corporation for warehouse & office space.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? 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.

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Jonathan Libetoff
BIDDER

Pres.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
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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 details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☒ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☒ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

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39386-08177-101

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

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CERTIFICATION

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

Sworn to before me this 15 day of August 2017

Gary Rubin
Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/09/2018

H.Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234

Name of submitting business

Jonathan Liberto

Print name

Jonathan Liberto

Signature

Sec./Treasurer

Title

8, 15, 17

Date

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BIDDER SIGN HERE

Jonathan Liberto
BIDDER

Pres.

TITLE

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Jamie Liberto
Date of birth 9/30/78
Home address 515 E. 72nd St.
City/state/zip New York NY 10021
Business address H. Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234
City/state/zip _____
Telephone 718.258.7550
Other present address(es) None
City/state/zip _____
Telephone _____

List of other addresses and telephone numbers attached

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

President NA Treasurer NA
Chairman of Board NA Shareholder 6/1/2001
Chief Exec. Officer NA Secretary NA
Chief Financial Officer NA Partner NA
Vice President NA
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO _____ If Yes, provide details. 10% 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. own 6.67% of lease to the corporation for office & warehouse space

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? 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.

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Jamie Liberto
BIDDER

Pres.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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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 details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO ☒ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO ☒ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO ☒ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO ☒ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES _____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES _____ NO ☒ If Yes, provide details for each such occurrence.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

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

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29

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-Q8177-101

CERTIFICATION

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

Sworn to before me this 15 day of August 2017

Gary Rubin
Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H. Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234

Name of submitting business

Jamie Libertoff

Print name

Jamie Libertoff

Signature

NA

Title

8, 15, 17

Date

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Jamie Libertoff
BIDDER

Pres.

TITLE

PRINCIPAL QUESTIONNAIRE FORM

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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 Dana Roseman
Date of birth 1/3/77
Home address 62 Palmer Avenue
City/state/zip Scarsdale NY 10583
Business address H. Schrier & Co. Inc.
City/state/zip 4901 Glenwood Road
Telephone 718-258-7530
Other present address(es) None
City/state/zip
Telephone
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
President N/A Treasurer N/A
Chairman of Board N/A Shareholder 6/1/2001
Chief Exec. Officer N/A Secretary N/A
Chief Financial Officer N/A Partner N/A
Vice President N/A
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. 10% 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. owns 6.67% of lease to the corporation for office + warehouse space
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? 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.

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COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
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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 details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☒ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
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- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.

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

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

Sworn to before me this 15 day of August 2017

Gary Rubin
Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H.Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234

Name of submitting business

Dana Roseman

Print name

Dana Roseman

Signature

N/A

Title

8, 15, 17

Date

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Dana Roseman
BIDDER

Pres.
TITLE

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Barri Leff
Date of birth 5/19/71
Home address 3 Hillview Ct
City/state/zip Armonk, NY 10504
Business address H. Schrier & Co. Inc.
4901 Glenwood Road
City/state/zip Brooklyn, NY 11234
Telephone 718.258.7550
Other present address(es) NONE
City/state/zip ↓
Telephone ↓

List of other addresses and telephone numbers attached

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

President N/A Treasurer N/A
Chairman of Board N/A Shareholder 6/1/2001
Chief Exec. Officer N/A Secretary N/A
Chief Financial Officer N/A Partner N/A
Vice President 1/1/NA
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. 10% 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. 6.67% of lease to the corporation for warehouse + office space.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? 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.

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Barri Leff
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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 details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☒ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☒ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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

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Pres.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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.

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

Sworn to before me this 15 day of August 2017

Gary Rubin
Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H.Schrler & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234

Name of submitting business

Barri Leff

Print name

Barri Leff
Signature

N/A

Title

8, 15, 17

Date

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Barri Leff
BIDDER

30

Pres.
TITLE

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: 8/14/17 **H. Schrier & Co. Inc.**
4901 Glenwood Road
1) Proposer's Legal Name: _____ **Brooklyn, NY 11234** _____
2) Address of Place of Business: _____ **P: 718.258.7550 - F: 718.258.9586** _____

List all other business addresses used within last five years: None

3) Mailing Address (if different): _____

Phone: Above

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 15-999-8632

5) Federal I.D. Number: 112854301

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

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

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

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

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[Signature]
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Pres.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

- 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. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ☒ If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ☒ If Yes, provide details for each such conviction. _____

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David Whiteoff
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Pres.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICTS 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 CONFLICTS 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 CONFLICTS 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. Attached

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.

Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

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[Signature]
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Pres.
TITLE

Attached

H. SCHRIER & CO., INC.

Food Service Distributors

H. Schrier & Co. Inc. has been supplying food to Nassau County since 2001. We have also supplied Suffolk County for the same time period. Additionally, we have been the "prime vendor" for the State of Pennsylvania for the last five years. We are also the approved vendor for all State of New York facilities located in the southern district of the state (Nassau County, Suffolk County, the five boroughs of New York City, And both Rockland and Westchester County.

The business is incorporated in New York State since 1986. We currently employ 92 people. Our annual revenue is \$25,000,000.00.

We are open from 6PM Sunday through 10PM Friday. We are capable of delivering product the day after receiving your purchase order. We run a fleet of 25 trucks with compartmentalized temperature control.

I have attached the names, addresses and positions of all persons having a financial interest in the corporation, as well as 3 local references.

H. SCHRIER & CO., INC.

Food Service Distributors

Ownership of H. Schrier % Co., Inc.

President-- David Libertoff- 35%
1886 Muttontown Road
Muttontown, NY 11791

Secy-Treas- Jonathan Libertoff- 35%
245 Brookville Road
Brookville, NY 11545

Barri Leff -10%
3 Hillview Court
Armonk, NY 10504

Dana Roseman -10%
62 Palmer Ave.
Scarsdale, NY 10583

Jamie Libertoff -10%
515 East 72nd Street
New York, NY 10021

H. Schrier & Co., INC.

Food Service Distributor

REFERENCES

Suffolk County – Yaphank ,NY

631.852.5220

Jeanette Hickey

Oceanside School District – Oceanside NY

516.678.7548

Jane Blackburn

Jericho School District – Jericho NY

516.203.3600

Tracy Gillet



STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE AND MARKETS
108 AIRLINE DRIVE.
ALBANY, NEW YORK 12235

FSI - LICENSING UNIT
518-485-5326

LICENSE NOTICE

The lower portion of this notice is the license for this establishment.

If new or additional activities are to be conducted at this location you must report these additional activities to the regional office in your area for approval prior to the start of the new activity.

If you sell the business, change locations or ownership structure, contact the regional office in your area to have our records updated and obtain a new inspection and/or license application.

Regional Offices:

Buffalo
716 847-3185

Rochester
585 427-2273

Syracuse
315 487-0852

Albany
518 485-5326

Metro NY, LI & SI
718 722-2876

The licensee has consented to the free entry and free access to the licensed premises, buildings and offices to the Commissioner, the Commissioner's agents and inspectors in pursuance of the Commissioner's duty to supervise and regulate the production, storage, sale and use of articles subject to the Commissioner's jurisdiction.

If you offer to give or give any benefit, thing or money to any employee of the Department of Agriculture and Markets, your conduct will be reported to your local police or sheriff's department.

If any employee of the Department of Agriculture and Markets asks for or accepts any benefit, thing or money from you, you should report that conduct to the Inspector General of New York State by writing to the Inspector General, State Capitol, Albany, NY 12224 or by phone 1-800-367-4448. You may also report that conduct to your local police or sheriff's department.

Please post the license portion of this notice in the establishment.

Date Issued: 01/01/2016

New York State
Department of Agriculture and Markets
Albany, NY 12235

Entity No.: 117521

Expires: 12/31/2017

Certificate No.: 14295

Fee Paid: \$400

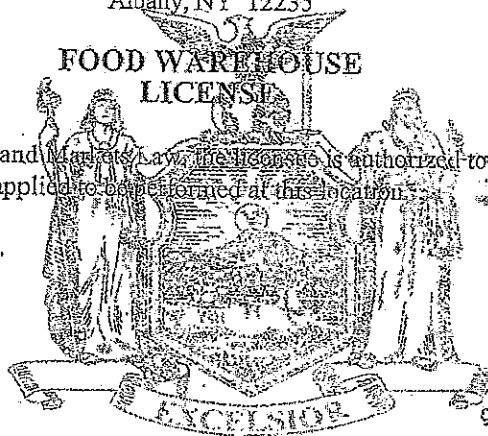
Estab No.: 618577

**FOOD WAREHOUSE
LICENSE**

Pursuant to Article 28 of the Agriculture and Markets Law, the licensee is authorized to perform those activities for which it has applied to be licensed at this location.

This license cannot be sold or transferred.

H SCHRIER CO INC
H SCHRIER CO
4901 GLENWOOD RD
BROOKLYN, NY 11234



Richard A. Ball
Richard A. Ball
Commissioner



U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
SPECIALTY CROPS PROGRAM, P.A.C.A. DIVISION
NATIONAL LICENSE CENTER
1400 Independence Ave SW
Room 1510 Stop 0242
Washington DC, 20250-0242
(800) 495-PACA

LICENSE CERTIFICATE
(Issued Under the Perishable Agricultural
Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO.	2. ANNIVERSARY DATE	3. TYPE OF BUSINESS	4. NATURE OF BUSINESS	5. OWNERSHIP TYPE	6. NO. OF BRANCHES
20010109	10-24-2016	BOTH FRESH & FROZEN	WHOLESALE DEALER	CORPORATION	0

SCHRIER & CO INC H
4901 GLENWOOD ROAD
BROOKLYN NY 11234-1131

BUS: 4901 GLENWOOD ROAD
BROOKLYN NY 11234-1131

*Read
"NOTICE TO LICENSEE"
on reverse side*

*LICENSEE:
Please examine this Certificate
for accuracy.
Report errors to P.A.C.A. Office
at above address*

Phone: (718) 258-7500	Fax: (718) 258-9586	Email: SCHRIERFOODS@AOL.COM
-----------------------	---------------------	-----------------------------

EIN: 112854301	STATE IN WHICH INCORPORATED OR FORMED NEW YORK	DATE INCORPORATED 12-19-1986
----------------	---	---------------------------------

NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
LIBERTOFF JONATHAN	STD
LIBERTOFF DAVID	VPD

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

FV-231
(10-02)
CG: HFDL

H. SCHRIER & CO., INC.

Food Service Distributors

Should we hire an employee with a family relationship with a County public servant that might be construed as a possible conflict of interest, we would prohibit that employee from being involved in any way with the bidding, billing, payment or any other function between the County & H. Schrier & Co., Inc.

Additionally, we would notify Nassau County Office of Purchasing of the employee's name and the title of said family relationship

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

Company See Pg 6
Contact Person _____
Address _____
City/State _____
Telephone _____
Fax # _____
E-Mail Address _____

Company See Page 5
Contact Person _____
Address _____
City/State _____
Telephone _____
Fax # _____
E-Mail Address _____

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Dani Velez
BIDDER

25

Pres.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

CERTIFICATION

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

Sworn to before me this 15 day of August 2017

Gary Rubin
Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H. Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234

Name of submitting business: _____

By: David Liberto
Print name
[Signature]
Signature
Vrs
Title

8, 15, 17
Date

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David Liberto
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Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: H. Schrier & Co. Inc.
Address: 4901 Glenwood Road
Brooklyn, NY 11234
City, State and Zip Code: P: 718.258.7550 - F: 718.258.9586
2. Entity's Vendor Identification Number: 112854301
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Attached

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.

Attached

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[Signature]
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Pres.
TITLE

H. SCHRIER & CO., INC.

Food Service Distributors

Ownership of H. Schrier & Co., Inc.

President-- David Liberto-- 35%
1886 Muttontown Road
Muttontown, NY 11791

Secy-Treas- Jonathan Liberto-- 35%
245 Brookville Road
Brookville, NY 11545

Barri Leff -10%
3 Hillview Court
Armonk, NY 10504

Dana Roseman -10%
62 Palmer Ave.
Scarsdale, NY 10583

Jamie Liberto-- 10%
515 East 72nd Street
New York, NY 10021

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

Page 2 of 4

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

None

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

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

None

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TITLE

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 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.

Dated:

8/15/17

Signed:

Print Name:

DAVID LIBERTOFF

Title:

President

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David Libertoff
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15

TITLE

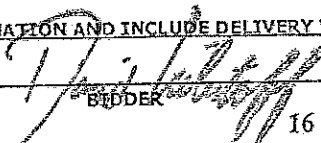
Pres.

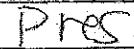
Page 4 of 4:

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


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TITLE

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 39386-08177-101
	COUNTY OF NASSAU		Dated: July 27, 2017
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PM		BID OPENING DATE August 17, 2017 9:30 AM 11:00 A.M. E.D.S.T.
BUYER Linda A. Mills	TELEPHONE (516) 571-5109	REQUISITION NUMBER N/A	

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE Groceries

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

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

CASH DISCOUNT OF 10.71 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:
Nassau County Correctional Center
100 Carman Avenue
East Meadow, N.Y. 11554

GUARANTEED DELIVERY DATE

1 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

112857301

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER			
ADDRESS	H. Schrier & Co. Inc. 4901 Glenwood Road		
CITY	Brooklyn, NY 11234	DATE	ZIP CODE
SIGNATURE OF AUTHORIZED INDIVIDUAL		TELEPHONE	
David Liberto		David Liberto	
		PRINT OR TYPE NAME OF SIGNER AND TITLE	

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

BID TERMS AND CONDITIONS

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

4. PRICES The provisions of the New York State Fair Trade Law (Federal-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum in invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. **Awards** will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION:** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 22.18 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT:** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: **H.Schrier & Co. Inc.**
Address: **4901 Glenwood Road**
Brooklyn, NY 11234
Telephone No: **P:718.258.7550 - F:718.258.9586**

1. State Whether: A Corporation ☒
Individual ☐
Partnership ☐

GUIDELINES FOR DISCLOSURE

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

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

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

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BIDDER

3

President

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

BIDDER'S NAME: H. Schrier & Co. Inc. STATEMENT
4901 Glenwood Road
ADDRESS: Brooklyn, NY 11234
P: 718.258.7550 - F: 718.258.9586

1. STATE WHETHER: CORPORATION ☒ INDIVIDUAL ☐ PARTNERSHIP ☐

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

PRESIDENT

David Libertoff - 1886 Muttontown Rd.

VICE PRESIDENT

Muttontown, NY 11791

SECRETARY

Jonathan Libertoff 245 Brookville Rd.

TREASURER

Brookville NY 11545

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
IF SO WHEN? August 2017

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 30 yrs.

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Frozen Dairy /
Produce / Non Foods

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<u>Dan Wallis</u>	<u>Sen. Buyer</u>	<u>41+</u>		

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

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

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David Libertoff
BIDDER
4

President

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

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

Dan Wallis

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

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

1. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE: _____

2. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE: _____

3. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE: _____

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BIDDER SIGN HERE

Dan Wallis
BIDDER

Pres.
TITLE

H. Schrier & Co., INC.

Food Service Distributor

REFERENCES

Suffolk County – Yaphank ,NY

631.852.5220

Jeanette Hickey

Oceanside School District – Oceanside NY

516.678.7548

Jane Blackburn

Jericho School District – Jericho NY

516.203.3600

Tracy Gillet

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

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USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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COUNTY OF NASSAU STATE OF NEW YORK

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Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

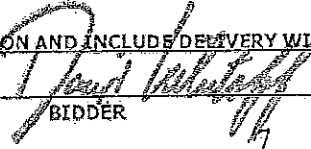
The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

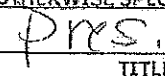
The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

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construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

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

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

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

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

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BIDDER

Pres.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

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

All proposals and bid documents submitted in response must include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder - prospective vendor - utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal must also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

Instructions for pages 13 -30

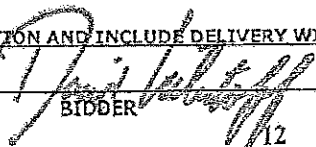
- 1) Business history and principal questionnaire Forms
- 2) Consultant's Contractor's and Vendor's Disclosure Form
- 3) Lobbyist Registration and Disclosure Form

These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

Regarding the Business History Form (page 23), if no conflict exists write in "no conflict exists" in section (a) (i-iii) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the situation, 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding, billing, payment or any other function with the county.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders for a six (6) month period beginning November 1, 2017, through April 30, 2018.

The County shall issue a Blanket Purchase Order to the successful bidders for deliveries in accordance with telephone orders against the Purchase Order numbers.

PERIOD COVERED: Shall be for one (1) six (6) month term from date of issuance, and may be extended by mutual agreement for an additional six (6) month period with all the same terms, prices and conditions.

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

Estimates Total Dollar Value: Six Months; \$200,000.00

The estimates usage (6) six month figures are the result of research on every item as to their usage during a past six (6) six month period and/or their anticipated usage during the next six (6) month period.

TOTAL CONSUMPTION: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

MINIMUM ORDERS: There will be many County Agencies ordering from Blanket Orders. Therefore, **NO MINIMUMS SHALL BE APPLIED TO THIS BID.**

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

Inside delivery is required on all deliveries. No delivery will be accepted at any Nassau County Agency after 2:00 P.M.

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

BID OPENING: At Bid Opening, only bidders names will be read; unit prices will not be read, but will be available when bid summary sheet is prepared.

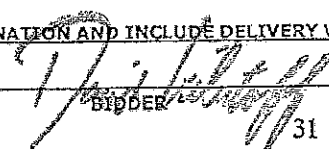
AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards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

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. **MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.**

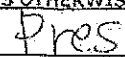
PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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

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

SAMPLES: Samples, when required, must be submitted strictly in accordance with instructions **otherwise the bid may not be considered.** If samples are requested subsequent to bid opening, they shall delivered within five (5) business days of the request for the bid to be considered. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the bidder desires their return, also specifying the address to which they are to be returned, provided they have not been used or made useless by testing. Award samples may be held for comparison with deliveries. Samples will be returned at bidders' request and expense.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
29386-08177-101

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

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,
this 15th day of August, 2017, as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

Address: H. Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234
Street: P: 718.258.7550 - F: 718.258.9586

City, Town, etc:

Telephone:

Title:

President

If applicable, responsible Corporate Officer

Name David Libertoff

Title

President

Signature:

David Libertoff

Sign Here

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

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

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David Libertoff
BIDDER

Pres.
TITLE

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COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
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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.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.

Further details about the registration process may be found at

<https://eproc.nassaucountyny.gov/SupplierRegister>

NAMES ONLY AT BID OPENING: At the bid opening, ONLY the bidder's names will be read. Unit prices will NOT be read, but will be available when bid summary sheet is prepared.

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

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

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

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

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

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

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and

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attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

Federal Exemption Number: A-109538 State Exemption Number: EX 7213062C

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

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

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

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

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

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

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

EVALUATION:

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

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

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

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

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

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

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

CLAIMANT NAME	DATE
BY (SIGNATURE)	TITLE

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

Vendors may download claim form NIFSS60 at the following URL:

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

DISCLAIMER

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

APPROXIMATE QUANTITIES: The estimated usage quantities or estimated annual dollar value, when indicated, are merely estimated quantities based on experience and are given for information purposes only. The County will not be compelled to order the total estimated amount of any item; but the quantity to be ordered will be such as may be actually required by the respective County Department s during the period specified. Additional quantities of any items or quantity specified therein may be ordered during the period of the Blanket Order at the prices indicated.

Products must not be glass-packed.

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**VENDOR NOTE: PRODUCTS WILL NOT BE ACCEPTED IF THEY ARE
PACKAGED IN GLASS**

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
1)	80	Cs.	393-74-670-200: TUNA FISH, LIGHT MEAT, CHUNCK, IN BRINE OR VEGETABLE BROTH, 6/66-1/2 OZ. CANS/CS "NIFDA" "NUGGET" OR EQUAL	\$ <u>37.90</u>
2)	2	CS	393-65-000-000: MILK, POWDERED, WHOLE, INSTANT, 6/5#/CASE	\$ <u>X</u>
3)	10	CS	393-64-100-000: MILK, EVAPORATED, 6/10 CANS/CASE	\$ <u>52.16</u>
4)	100	CS	393-48-740-000: CHEESE SAUCE, "NUGGET" OR EQUAL, 6/#10 CANS/CASE	\$ <u>26.98</u>
5)	100	CS	393-54-730-000: PEACH HALVES, LIGHT SYRUP, 6/#10 CANS/CASE "DEL-MONTE" "DAPHNE" OR EQUAL	\$ <u>22.84</u>
6)	250	CS	393-54-750-000: PEAR HALVES, BARTLETT, LIGHT SYRUP, US #1, 6/#10 CANS/CASE	\$ <u>21.48</u>
7)	250	CS	393-54-780-000: PINEAPPLE CHUNKS, US FANCY, 6/#10 CANS/CASE, NATURAL JUICE "DOLE" "DEL-MONTE" OR EQUAL	\$ <u>23.88</u>

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FORMAL SEALED BID PROPOSAL
39386-08177-101

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
8)	6	CS	393-54-200-100: APPLESAUCE,"MOTTS ORIGINAL 6/#10 CANS/CASE	\$ <u>1674</u>
9)	15	CS	393-86-000-010: CABBAGE, RED, 6/310 CANS/CASE	\$ <u>27.98</u>
10)	300	CS	393-86-500-010: THREE BEAN SALAD, 6/10/CASE	\$ <u>2444</u>
11)	50	CS	393-86-000-020: GARBANZO BEANS, (CHIC PEAS)	\$ <u>16.38</u>
12)	400	CS	393-86-200-000: BEETS SLICED MED. STD. 6/#10 CANS/CASE, GRADE A	\$ <u>16.90</u>
13)	10	CS	393-86-140-000: BEANS, GREEN, SNAP, ROUND, SIZE 4, US #1 6/#10 CANS/CASE	\$ <u>15.24</u>
14)	20	CS	393-86-000-030: BEANS, CANNED WHITE, IN TOMATO SAUCE, VEGETARIAN, 6/#10/CANS/CS	\$ <u>15.98</u>
15)	10	CS	393-86-190-000: BEANS, SNAP, WAX, ROUND, SIZE 4 OR 5 US #1, 6/#10CANS/CASE	\$ <u>16.98</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
16)	300	CS	393-86-150-000: KIDNEY BEANS, 6/#10 CANS/CASE	\$ <u>1761</u>
17)	10	CS	393-86-150-100: REFRIED BEANS, 6/#10 CANS/CASE	\$ <u>3244</u>
18)	10	CS	393-86-620-000: PIMENTOS, WHOLE, 24/14 OZ/CASE	\$ <u>2168</u>
19)	10	BAGS	393-87-310-000: NAVY BEANS, DRIED, 25 POUND BAGS ONLY	\$ <u>1598</u>
20)	20	CS	393-86-590-000: PEAS, SWEET, SIZE 3-6 6/#10 CANS/CASE	\$ <u>1798</u>
21)	12	BAGS	393-87-520-000: PEAS, GREEN, SPLIT, DRIED 25 POUND BAGS ONLY	\$ <u>12.71</u>
22)	12	BAGS	393-87-520-100: BLACK EYE PEAS, US FANCY, 25 POUND BAGS ONLY	\$ <u>18.98</u>
23)	50	CS	393-87-550-000: POTATOES, INSTANT, GRANULES, NO MILK, 6/#10 CANS/CASE	\$ <u>33.48</u>
24)	80	CS	393-86-650-000: POTATOES, WHOLE, SWEET, GOLDEN, IN SYRUP, 6/#10 CANS	\$ <u>19.98</u>
25)	20	CS	393-86-660-000: POTATOES, WHITE, WHOLE, 6/#10 CANS/CASE	\$ <u>18.52</u>
26)	10	CS	393-86-520-000: MUSHROOMS, STEMS & PIECES, 6/#10 CANS/CASE	\$ <u>2638</u>

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

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Res.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
27)	10	CS	393-86-220-000: CARROTS, SLICES, US FANCY, 6/ #10 CANS/CASE	\$ <u>1690</u>
28)	50	CS	393-86-820-000: TOMATO PASTE, ITALIAN, 6/10	\$ <u>2238</u>
29)	40	CS	393-86-821-000: TOMATO PUREE, 6/#10 CANS/CASE	\$ <u>1598</u>
30)	5	CS	393-86-810-000: TOMATOES, US #1 (EXTRA STANDARD) 6/ #10 CANS/CASE	\$ <u>1486</u>
31)	50	CS	393-86-811-000: TOMATOES, CRUSHED, US #1 (EXTRA STANDARD) 6/#10/CANS/CASE	\$ <u>1368</u>
32)	100	CS	393-86-811-200: TOMATOES, GROUND, 7-11 ONLY 6 #10 CANS/CASE/STANISLAUS	\$ <u>23.94</u>
33)	50	CS	393-86-811-300: TOMATOES, PLUM, ALTA CUCINA, 6/#10 CANS/CASE, STANILAUS ONLY	\$ <u>26-</u>
34)	40	CS	393-86-811-400: SAPORITA, (STRIPS OF TOMATOES) 6 #10/CANS/CASE STANILAUS ONLY	\$ <u>X</u>
35)	10	CS	393-48-310-000: TOMATO CATSUP, US FANCY, 6 #10/CANS/CASE	\$ <u>1621</u>
36)	75	CS	393-86-730-000: SAUERKRAUT, SHREDDED, US FANCY, 6/#10 CANS/CASE	\$ <u>22.50</u>
37)	10	CS	393-86-240-000: CORN, YELLOW WHOLE KERNEL, US #1, EXTRA STANDARD, 6/#10 CANS/CASE	\$ <u>1608</u>

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

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[Signature]
BIDDER

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
38)	5	BAGS	393-87-311-000: LENTILS, DRIED, FANCY 25 POUND BAGS ONLY	\$ <u>1909</u>
39)	5	BAGS	393-87-312-000: BARLEY, PEARL, 25 POUND BAGS	\$ <u>1268</u>
40)	250	BAGS	393-87-311-100: PINTO BEANS, FANCY, 25 POUND BAGS ONLY	\$ <u>1456</u>
41)	5	BAGS	393-87-311-200: BLACK BEANS, FANCY 25 POUND BAGS ONLY	\$ <u>1678</u>
42)	5	CS	393-86-380-000: HOMINY GRITS, 12/24 OZ/CS	\$ <u>15.46</u>
43)	12	CS	393-60-130-000: APPLE JUICE 12/46 OZ/CS NO GLASS	\$ <u>1478</u>
44)	5	CS	393-48-730-000: CRANBERRY SAUCE, 24/303 CANS/CASE, "OCEN SPRAY" OR EQUAL	\$ <u>26.14</u>
45)	10	CS	393-60-141-000: APPLE CIDER, 4/1 GALLON/CASE NO GLASS	\$ <u>17.14</u>
46)	18	CS	393-60-320-000: CRANBERRY JUICE COCKTAIL, 12/46 OZ/CASE, "MOTTS" OR EQUAL NO GLASS	\$ <u>17.16</u>
47)	10	CS.	393-60-450-000: GRAPE JUICE, UNSWEETENED, 12/46 OZ/CASE NO GLASS	\$ <u>2486</u>
48)	10	CS	393-60-640-000: PINEAPPLE JUICE, UNSW. HAWAIIAN, 12/#5 CANS/CASE, DOLE OR EQUAL CANS ONLY	\$ <u>2098</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
49)	75	CS	393-60-560-000: LEMON JUICE, 12/1 QT./CASE, "REALEMON" OR EQUAL NO GLASS <u>Pure-</u>	\$ <u>15.48</u>
50)	15	CS	393-53-850-000: ONIONS, SLICED, DEHYDRATED, 6/ 1 1/2 LBS./CASE	\$ <u>28.90</u>
51)	50	CS	393-53-850-010: GARLIC, DEHYDRATED, GRANULES, 12/24 OZ/CASE	\$ <u>X</u>
52)	600	Box	019-66-030-000: RICE, CONVERTED, "CHEFWAY" "PAR EXCELLENCE" OR EQUAL, 50 LB/BAG OR BOX	\$ <u>1973</u> <u>17.98</u> AR
53)	10	CS	393-43-000-000: MATZO, REGULAR AND FOR PASSEOVER, 6/5 LB/CASE OR 30 LB/CASE	\$ <u>X</u>
54)	12	CS	393-42-250-000: CORNSTARCH, 24/1 LB/CASE	\$ <u>15.87</u>
55)	5	CS	393-76-000-000: BAKING SODA, 24/1 LB./CASE	\$ <u>1338</u>
56)	5	CS	393-32-150-000: BAKING POWDER, 6/5LB/CASE	\$ <u>49.90</u>
57)	20	CS	393-57-300-000: HONEY, US GRADE A, 12/16 OZ/JARS/CASE	\$ <u>33.50</u>
58)	10	GAL.	393-50-300-000: COLORING, CARAMEL, 1 GALLON	\$ <u>X</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
59)	110	QT	393-50-301-000: COLORING, VEGETABLE, PURE EGG SHADE, 1 QT. BOTTLES	\$ <u>X</u>
60)	5	CS	393-03-001-000: CORNFLKAKE CRUMBS, 12/21 OZ/CASE, "KELLOGGS" OR EQUAL	\$ <u>3556</u>
61)	15	BAGS	393-90-310-000: YEAST, DRY, PACKED 1 LB/BAG, "FLEISHMANS" OR EQUAL	\$ <u>X</u>
62)	110	BAGS	393-51-770-000: FLOUR, ALL PURPOSE ENRICHED, 50/POUNDS/BAG	\$ <u>14.98</u>

CAKE AND MUFFIN MIX

"GENERAL MILLS", "MODERN MAID" OR EQUAL, ALL PACKED 6/5
POUND/CASE NO BULK MIXES ACCEPTED

63)	150	CS	393-46-500-000: PANCAKE MIX	\$ <u>17.58</u>
64)	10	CS	393-47-211-000: DEVILS FOOD MIX	\$ <u>25.40</u>
65)	15	CS	393-47-212-000: WHITE CAKE MIX	\$ <u>2209</u>
66)	5	CS	393-47-213-000: BROWNIE MIX	\$ <u>25.15</u>
67)	15	CS	393-46-490-000: CORN MUFFIN MIX	\$ <u>21.70</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
68)	20	CS	393-47-214-000: YELLOW CAKE MIX	\$ <u>20.50</u>
69)	5	CS	393-47-215-000: POUND CAKE MIX	\$ <u>59.80</u>
70)	5	CS	393-46-401-000: OAT BRAN MUFFIN MIX	\$ <u>47.95</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
71)			<u>MACARONI, NOODLES & SPAGHETTI, SEMOLINA, ALL PACKED 20 LBS/CS</u> <u>UNLESS OTHERWISE INDICATED, ALL ENRICHED</u>	
A)	20	CS	393-61-770-000: SPAGHETTI	\$ <u>8.37</u>
B)	1,400	CS	393-61-520-000: MACARONI, ELBOWS	\$ <u>8.37</u>
C)	20	CS	393-61-521-000: ZITI	\$ <u>8.37</u>
D)	300	CS	393-61-522-000: MEDIUM SHELLS	\$ <u>8.37</u>
E)	20	CS	393-61-523-000: RIGATONI	\$ <u>8.37</u>
F)	10	CS	393-61-524-000: LASAGNA	\$ <u>11.80</u>
G)	10	CS	393-61-525-000: PENNE	\$ <u>8.37</u>
H)	20	CS	393-61-527-000: FETTUCINI	\$ <u>13.95</u>
I)	75	CS	393-61-526-000: ROTINI	\$ <u>8.37</u>
J)	10	CS	393-61-570-000: MEDIUM NOODLES 10 POUND/CASE	\$ <u>7.11</u>

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<u>Estimated Usage-6 Months</u>		<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
<u>BARILLA SEMOLINA PASTAS ONLY</u>				
K)	20	CS	393-61-526-100: BARILLA SEMOLINA PASTA 2/10 POUND/CASE, ROTINI	\$ <u>X</u>
L)	20	CS	393-61-527-100: BARILLA SEMOLINA PASTA, 2/10 POUND/CASE, LINGUINI	\$ <u>X</u>
M)	40	CS	393-61-525-300: BARILLA SEMOLINA PASTA, 2/10 POUND/CASE, PENNE	\$ <u>X</u>
N)	50	CS	393-61-523-100: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE RIGATONI	\$ <u>X</u>
O)	25	CS	393-61-770-200: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE SPAGHETTI	\$ <u>X</u>
P)	20	CS	393-61-770-300: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE BOWTIES	\$ <u>X</u>
Q)	20	CS	393-61-770-400: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE ELBOWS	\$ <u>X</u>

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<u>Estimated</u> <u>Usage-6</u> <u>Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
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CEREALS

IMPORTANT: ALL PRODUCTS BEING BID ON MUST HAVE BRAND NAME AND PACKAGING SIZE INDICATED BY VENDOR. ANY BID NOT INDICATING BRAND NAME OF PRODUCT MAY BE DISQUALIFIED. SUCCESSFUL BIDDERS SHOULD BE AWARE THAT ONLY PRODUCT BID BY THEM WILL BE ALLOWED FOR DELIVERY. NOTE: NO BOWLS ACCEPTED.

72)	5	CS	393-36-530-000: ROLLED OATS, 8/42 OZ/CASE, "QUAKER" OR EQUAL	\$ <u>16.98</u>
73)	5	CS	393-36-900-000: CREAM OF WHEAT, 12/28 OZ.CS	\$ <u>19.78</u>
74)	5	CS	393-36-660-000: CREAM OF RICE, 12/28 OZ.CASE	\$ <u>25.18</u>
75)	85	CS	393-35-310-000: CORNFLAKES, 70/CASE "KELLOGGS" OR EQUAL	\$ <u>25.20</u> <u>25.20</u> fl
76)	85	CS	393-35-010-000: SPECIAL K, 70/CASE, KELLOGGS OR EQUAL.	\$ <u>28.17</u>
77)	50	CS	393-35-320-000: CORN POPS, 70/CASE, KELLOGGS OR EQUAL	\$ <u>27.26</u>
78)	45	CS	393-35-360-000: CAPTAIN CRUNCH CEREAL 70/CASE, PEPSI-CO OR APPROVED EQUAL	\$ <u>X</u>
79)	50	CS	393-35-330-000: "FROSTED FLAKES, 70/CASE KELLOGGS OR EQUAL	\$ <u>26.46</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
80)	15	CS	393-35-650-000: RICE KRISPIES, 70/CASE KELLOGGS OR EQUAL	\$ <u>2506</u>
81)	50	CS	393-35-230-000: RAISIN BRAN, 70/CASE, KELLOGGS OR EQUAL	\$ <u>2671</u>
82)	5	CS	393-35-370-000: PRODUCT 19, 70/CASE, KELLOGGS OR EQUAL	\$ <u>X</u>
83)	75	CS	393-35-520-000: CHEERIOS, 70/CASE, GENERAL MILLS OR EQUAL	\$ <u>1820</u>
84)	5	CS	393-35-420-000: COCOA KRISPIES, 70/CASE KELLOGGS OR EQUAL	\$ <u>X</u>
85)	10	CS	393-35-234-000: BRAN FLAKES, 70/CASE KELLOGGS OR EQUAL	\$ <u>2787</u>
86)	5	CS	393-35-660-000: CRISPIX, 70/CASE, KELLOGGS OR EQUAL	\$ <u>X</u>
87)	5	CS	393-35-400-000: GRANOLA, 70/CASE, KELLOGGS OR EQUAL	\$ <u>3350</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
88)	80	CS	393-35-410-000: HONEY NUT CHEERIOS, 70/CASE, GENERAL MILLS OR EQUAL	\$ <u>1810</u>
89)	20	CS	393-35-350-000: LIFE CEREAL, 70/CASE KELLOGGS OR EQUAL	\$ <u>X</u>
90)	45	CS	393-35-912-000: FROSTED MINI WHEATS, 72/CASE KELLOGGS OR EQUAL	\$ <u>2848</u>
91)	50	CS	393-35-234-003: COMPLETE ALL BRAND FLAKES, KELLOGGS, HOSPITALITY, GOOD BLOSSOM OR APPROVED EQUAL. BULK PACK, 20/25 POUNDS/CASE/POLY-LINED CASES	\$ <u>2868</u>
92)	1,250	CS	393-35-310-004: CORN FLAKES, KELLOGGS, HOSPITALITY, GOOD BLOSSOM OR APPROVED EQUAL. BULK PACK, 20/25 POUNDS/CASE/POLY-LINED CASES	\$ <u>2680</u> <u>2680</u> <u>ff</u>
93)	20	CS	393-81-130-000: SUGAR, BROWN, DARK, 24/1 LB/CS. DOMINO, SAVANNAH OR EQUAL	\$ <u>2440</u>
94)	20	CS	393-81-131-000: SUGAR BROWN, LIGHT, 24/1LB/CS	\$ <u>2440</u>
95)	10	CS	393-81-000-000: SUGER, CONFECTIONERY, 24/1LB/BOX	\$ <u>2440</u>
96)	10	CS	393-82-550-000: SYRUP, MAPLE, PANCAKE, IND. 100 1 & 1/2 OZ/CASE, SMUCKERS OR EQUAL	\$ <u>415</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
97)	200	CS	393-82-551-000: SYRUP, MAPLE, TABLE, PACKED 4/1 GALLON/CASE	\$ <u>1650</u>
98)	50	CS	393-82-552-000: SYRUP, 10% MAPLE, TABLE, 12/24 OZ/CASE	\$ <u>1950</u>
99)	5	CS	393-82-500-000: MOLASSES, 4/1 GAL/CASE	\$ <u>4989</u>
100)			SUGAR, PRODUCT TO BE OBTAINED ONLY FROM SUGAR CANE OR SUGAR BEETS, PACKED:	
A)	160	BAGS	393-81-630-000: GRANULATED SUGAR, 50/LB/BAG	\$ <u>2344</u>
B)	75	CS	393-81-632-000: SUGAR PACKETS, IND. 1/9OZ EA. 2,000/CASE	\$ <u>796</u>
101)	30	CS	393-81-740-000: SUGAR SUBSTITUTE, "SUGAR TWIN" "SWEET & LOW" ONLY IND. NO CYCLAMATES, 3M/CASE	\$ <u>909</u>
102)	5	CS	393-81-741-000: SUGAR SUBSTITUTE, "EQUAL" ONLY, 2M/CASE	\$ <u>2585</u>
103)	6	CS	393-59-430-000: GRAPE JELLY, PURE FRUIT, 6/#10 CANS/CASE, "POLONER" OR EQUAL	\$ <u>3625</u>
104)	50	CS	393-49-410-000: GRAPE JELLY, IND. 200/CS ½ OZ. EACH	\$ <u>6.75</u>
105)	6	CS	393-59-420-000: STRAWBERRY JELLY, IND. ½ OZ. EA. 200/CASE	\$ <u>X</u>
106)	5	CS	393-47-454-100: ORANGE MARMALADE, SMUCKERS, POLANER OR EQUAL, 2/5 LTRS.	\$ <u>X</u>

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	<u>Usage-6</u> <u>Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
107)	40	CS	393-78-200-000: CHICKEN BROTH, CLEAR, "SWANSON" OR EQUAL, NO ADDED SPICES, 12 # 5 CANS/CASE	\$ <u>1806</u>
108)			SOUP BASE MIXES, DYHYDRATED, BULK PACK, CONCENTRATE, (PACKED 12/16 OZ. PLASTIC JARS/CS.) EACH 16 OZ TO YIELD 5 GALLONS OF SOUP. VENDOR MUST STATE BRAND: _____	
A)	75	CS	393-78-400-040: BEEF SOUP BASE (WITH BEEF FAT)	\$ <u>1198</u>
B)	190	CS	393-78-400-050: CHICKEN SOUP BASE, (WITH CHICKEN FAT)	\$ <u>1148</u>
C)	5	CS	393-78-400-080: ONION SOUP BASE,	\$ <u>2660</u>
D)	5	CS	393-78-400-070: MUSHROOM SOUP BASE	\$ <u>45-</u>
E)	5	CS	393-78-400-060: HAM BASE MIX	\$ <u>X</u>
109)	10	CS	DESSERT POWDER, GELATIN TYPE, 12/26 OZ/CASE, NO PORK OR PORK PRODUCTS	
A)	10	CS	393-46-420-000: CHERRY	\$ <u>2450</u>
B)			393-46-421-000: LEMON	\$ <u>2450</u>
C)			393-46-422-000: LIME	\$ <u>2450</u>
D)			393-46-425-000: STRAWBERRY	\$ <u>2450</u>

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<u>Estimated</u>	<u>Usage-6</u>	<u>Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
<u>BABY FOOD-STRAINED STAGE ONE, 16/2.5 OZ. /CASE "HEINZ" "GERBER" OR EQUAL</u>					

110)	10	CS	393-31-400-000: APPLESAUCE (STRAINED)	\$ <u>X</u>
111)	10	CS	393-31-401-000: BANANAS (STRAINED)	\$ <u>X</u>
112)	10	CS	393-31-401-020: PEACHES (STRAINED)	\$ <u>X</u>
113)	10	CS	393-31-860-100: GREEN BEANS (STRAINED)	\$ <u>X</u>
114)	10	CS	393-31-861-200: PEAS (STRAINED)	\$ <u>X</u>
115)	10	CS	393-31-860-000: CARROTS (STRAINED)	\$ <u>X</u>

BABY FOOD-JUNIOR STAGE THREE, 12/5 OZ. /CASE "HEINZ" "GERBER" OR EQUAL

116)	5	CS	393-31-400-994: CARROTS, PEAS & CORN	\$ <u>X</u>
117)	5	CS	393-31-400-995: SPINACH, APPLE & CARROTS	\$ <u>X</u>
118)	5	CS	393-31-400-996: SQUASH & POTATO	\$ <u>X</u>
119)	5	CS	393-31-400-990: TURKEY/VEGETABLE	\$ <u>X</u>
120)	5	CS	393-41-400-991: BEEF/VEGETABLE	\$ <u>X</u>
121)	5	CS	393-41-400-992: CHICKEN/VEGETABLE	\$ <u>X</u>
122)	5	CS	393-31-400-997: APPLE/BANANA/BLENDED	\$ <u>X</u>
123)	5	CS	393-31-400-998: BANANA/APPLE/STRAWBERRY	\$ <u>X</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
124)	10	CS	393-63-510-000: RAVIOLI, CHEESE IN TOMATO SAUCE, 6 #10/CANS/CASE	\$ <u>35.60</u>
125)	25	CS	393-48-820-000: SALSA PICANTE, "ROSARITO" OR EQUAL, 4/1 GALLON/CASE	\$ <u>29.05</u>
126)	20	CS	393-74-250-00: CLAMS, MINCED, 12/#5 CANS/CASE	\$ <u>69.74</u>
127)	225	CS	393-80-340-000: GARLIC, CHOPPED, READY TO USE PACKED 6/32 OZ/PLASTIC JARS ONLY, NO GLASS	\$ <u>16.98</u>
128-A)	50	CS	393-48-720-000: BARBECUE SAUCE, 4/9 LB PLASTIC JUGS/CASE "OPEN PIT" ONLY	\$ <u>34.50</u>
128-B)	40	PAIL	393-48-720-100: BARBECUE SAUCE 1/5 GALLON PAIL, "OPEN PIT" ONLY	\$ <u>39.00</u>
129)			PUDDINGS-READY TO SERVE, "NUGGET" OR EQUAL, 6/#10 CANS/CASE	
A)	10	CS	380-33-270-000: VANILLA	\$ <u>21.44</u>
B)	10	CS	380-33-270-100: CHOCOLATE	\$ <u>21.44</u>
C)	10	CS	380-33-270-200: BUTTERSCOTCH	\$ <u>21.44</u>
130)	10	CS	380-33-270-400: RICE PUDDING, PREPARED, NON-REFRIGERATED, 6/#10/CANS/CASE	\$ <u>28.25</u>

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131)	10	CS	380-33-270-500: TAPIOCA PUDDING, PREPARED, 6/#10 CANS/CASE "NUGGET," "NIFDA" OR EQUAL	\$ <u>27.50</u>
132)	25	CS	393-75-300-000: FOOD RELEASE, VEGETABLE ONLY, SPRAY ON, PACKED 6/17 OZ./CASE, "PAM", "NUGGET" OR EQUAL	\$ <u>13.50</u>
133)	70	CS	485-18-280-000: OVEN & GRILL CLEANER, 4/1 GALLON TUBS/CASE	\$ <u>17.95</u>
134)	75	BOXES	652-43-000-000: HAIR NETS, BROWN, NYLON, 144/BOX	\$ <u>X</u>
135)	5	CS	393-48-390-106: ITALIAN DRESSING, IND., 200/9 GM/CASE	\$ <u>330</u>
136)	5	CS	393-48-390-111: RANCH DRESSING, (4/GAL. CASE)	\$ <u>22.25</u>
137)	8	CS	393-48-390-112: CEASAR SALAD DRESSING, (4/1 GAL)	\$ <u>34</u>
138)	5	CS	393-48-390-107: 1000 ISLAND SALAD DRESSING 4/1 GALLON/CASE)	\$ <u>X</u>
139)	5	CS	393-48-390-108: BLUE CHEESE DRESSING (4/1 GAL)	\$ <u>44.50</u>
140)	5	CS	393-48-390-109: FRENCH DRESSING (4/1 GAL)	\$ <u>22.85</u>
141)	5	CS	393-38-390-110: ITALIAN DRESSING, (4/1 GAL)	\$ <u>17.65</u>

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
142)	15	CS	393-54-430-000: CRANBERRY SAUCE, IND. PACKED 200/14 GM/CASE	\$ <u>✓</u>
143)	10	CS	393-48-858-000: MUSTARD, PREPARED, IND. 500/7GRAM/CASE	\$ <u>440</u>
144)	10	CS	393-48-315-000: TOMATO KETCHUP IND. 500/7GRAM/CASE	\$ <u>490</u>
145)	20	CS	393-48-315-500: TOMATO KETCHUP, U.S.FANCY 24/14 OZ/ BOTTLES, "HUNTS" OR EQUAL NO GLASS	\$ <u>3125</u>
146)	5	CS	393-48-440-500: GRAVY EXTRACT, 4/1 GALLON GRAVY MASTER OR APPROVED EQUAL	\$ <u>125.20</u>
147)	5	CS	393-48-480-000: HORSHRADISH, REG., 4/1 GAL/CS "GOLD'S" OR EQUAL	\$ <u>X</u>
148)	20	CS	393-48-858-600: MUSTARD, PREPARED, YELLOW, 4/1 GALLON/CASE	\$ <u>1298</u>
149)	12	CS	393-69-480-000: OLIVES, BLACK, 6/#10 CANS/CS. EXTRA STANDARD, NO GLASS	\$ <u>2398</u>
150)	3	CS	393-69-480-600: OLIVES, STUFFED, 100-110 COUNT, 4/1 GALLON/CASE, NO GLASS	\$ <u>3378</u>
151)	10	CS	393-69-300-000: PEPPEROCINI PEPPERS, 4/1 GALLON/CASE NO GLASS	\$ <u>1368</u>
152)	8	CS	393-86-620-100: ROASTED PEPPERS, RED, 12/28 OZ/CASE	\$ <u>2118</u>

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

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FORMAL SEALED BID PROPOSAL
39386-08177-101

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
153)	8	CS	393-86-620-200: JALAPENO PEPPERS, SLICED, 6/#10/CANS/CASE	\$ <u>19.51</u>
154)	10	CS	393-69-540-000: PICKLE CHIPS, KOSHER, 4:1 GALLON, "B & G" OR EQUAL	\$ <u>19.16</u>
155)	12	CS	393-69-545-000: PICKLE RELISH, SWEET, 4/1 GAL/CS	\$ <u>19.98</u>
156)	80	EA	393-80-560-000: OREGANO, 1 LB	\$ <u>2.34</u>
157)	50	EA	393-80-805-800: PAPRIKA, 1 LB	\$ <u>2.16</u>
158)	250	EA	393-80-600-000: PEPPER, BLACK, GROUND, 1/LB	\$ <u>5.95</u>
159)	5	EA	393-80-630-000: PEPPER, WHITE, GROUND, 1/LB	\$ <u>7.93</u>
160)	25	EA	393-80-010-000: ROSEMARY, 2 LB/BOX	\$ <u>1.97</u>
161)	10	EA	393-80-010-100: CAJUN SPICE 1 LB/BOX	\$ <u>1.95</u>

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
162)	75	EA	393-80-010-200: PEPPER, JALAPINO, CRUSHED RED PEPPER, 14/OZ/BOX	\$ <u>1.90</u>
163)	100	EA	393-80-260-000: CUMIN, GROUND, 1/LB	\$ <u>2.64</u>
164)	30	EA	393-80-830-000: THYME LEAF, 1/LB	\$ <u>2.84</u>
165)	20	EA	393-80-720-000: SAGE, LEAF, 1/LB	\$ <u>2.50</u>
166)	10	EA	393-80-650-000: PICKLING SPICES, PURE, 12/OZ	\$ <u>1.97</u>
167)	425	EA	393-80-230-000: CHILI POWDER, 1 LB	\$ <u>2.34</u>
168)	10	EA	393-80-500-000: NUTMEG, GROUND, 1/LB	\$ <u>9.50</u>
169)	25	EA	393-80-130-000: BAY LEAVES, PURE, 1/LB	\$ <u>2.29</u>
170)	50	EA	393-80-250-000: CINNAMON, GROUND, PURE, 14/OZ	\$ <u>2.15</u>
171)	250	EA	393-80-590-000: PARSLEY, FLAKES, PURE, 8 OZ/	\$ <u>3.17</u>
172)	100	EA	393-80-100-000: BASIL LEAVES, PURE, 1 LB	\$ <u>2.42</u>

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Pres.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
173)	10	EA	393-80-360-000: GINGER, GROUND, 1 LB	\$ 1.90 ^{RR} 3.1
174)	80	EA	393-80-670-000: POULTRY SEASONING, PURE, 1/LB	\$ 2.64 ^{RR} 2.00
175)	20	EA	393-80-190-000: CELERY SALT, 2/LB	\$ 2.84 ^{RR} 2.14
176)	10	EA	393-80-470-000: MUSTARD, DRY, 1/LB	\$ 2.50 ^{RR} 2.10
177)	25	EA	393-80-550-000: ONION POWDER, PURE, 16/OZ	\$ 1.07 ^{RR} 2.70
178)	25	EA	393-80-350-000: GARLIC POWDER, 1/LB	\$ 2.34 ^{RR} 4.4
179)	35	EA	393-80-270-000: CURRY POWDER, 1/LB	\$ 9.5 ^{RR} 24.5
180)	10	CS	393-88-100-000: VINEGAR, CIDER 4/1 GAL/CS	\$ 8.25
181)	90	CS	393-88-110-000: VINEGAR, WHITE, 4/1 GAL/CS	\$ 5.73

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COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
182)	10	CS	393-88-111-000: VINEGAR, RED "WINE" 4/1 GAL/CS	\$ <u>7.10</u>
183)	8	CS	393-88-111-100: VINEGAR, BALSALMIC, 2/5 LTRS.	\$ <u>17.21</u>
184)	50	BAGS	393-73-000-001: SALT, TABLE, 25 POUND BAGS	\$ <u>4.65</u>
185)	10	CS	393-48-910-000: WORCESTERSHIRE SAUCE 4/1 GAL	\$ <u>9.85</u>
186)	10	CS	393-48-750-000: CHILI SAUCE, "NUGGET" OR EQUAL	\$ <u>22.81</u>
187)	15	CS	393-48-860-000: HOT SAUCE, 12/12/OZ/CS, DURKEES OR EQUAL	\$ <u>12.91</u>
188)	35	CS	393-48-761-000: SOY SAUCE, 4/1 GAL, "LA CHOY" ONLY	\$ <u>9.78</u>
189)	2	CS	393-48-761-000: HOISEN SAUCE, 6/5 QUART/CASE	\$ <u>27.50</u>
190)	100	QT	393-50-460-000: VANILLA FLAVOR QUART IMITATION	\$ <u>1.50</u>
191)	5	CS	393-74-672-220: GIFFITE FISH, 12/24 OZ. (STATE BRAND _____)	\$ <u>X</u>
192)	120	CS	393-48-407-000: BROWN GRAVY MIX, 8/15 OZ BOX, "TRIO" OR "CHEF'S COMPANION"	\$ <u>12.67</u>

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Pres.

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
193)	130	CS	393-48-409-000: CHICKEN GRAVY MIX, 8/15 OZ. BOX, "TRIO" OR "CHEF'S COMPANION"	\$ <u>1383</u>
194)	5	CS	393-85-050-000: ICED-TEA MIX WITH LEMON & SWEETNER, "LIPTON" ONLY 12/24 OZ/CASE	\$ <u>/</u>
195)	5	CS	393-85-100-000: DECAFFEINATED TEA BAGS "LIPTON" ONLY WITH STRING AND TAG, 100/BOX, INDIVIDUALLY WRAPPED	\$ <u>17.95</u>
196)	5	CS	393-85-110-000: TEA BAGS, INDIVIDUAL WRAPPED, WITH STRING AND TAG, 100/BOX, LIPTON ONLY	\$ <u>18.49</u>
197)	325	CS	393-85-111-000: ICED TEA BAGS, NO STRING, ONE OZ/EACH, PACKED 50/CASE LIPTON ONLY	\$ <u>10.90</u>
198)	10	CS	393-68-000-001: PEANUT BUTTER, USDA GRADE A SMOOTH, CREAMY, 6/5 LB/TUBS, SELECT, TEDDY, NEWTON FARMS, CARRAIGE HOUSE, OR EQUAL	\$ <u>34.75</u>
199)	5	CS	390-91-100-100: WATER, SPRING, 6/1 GALLON/CS. PLASTIC JUG TYPE BOTTLES, CRYSTAL GEYSER OR EQUAL. (PRICE TO INCLUDE DEPOSIT)	\$ <u>7-</u>
200)	150	CS	390-91-100-200: WATER, SPRING, .5 LITER (1 PINT/.09 FL. OZ/) 24/CASE, CRYSTAL GEYSER OR EQUAL, (PRICE TO INCLUDE DEPOSIT)	\$ <u>5.79</u>
201)	10	CS	000-00-000-000: ALL PURPOSE BATTER MIX 6/5 LB./CASE, GOLDEN DIPT OR EQUAL	\$ <u>X</u>

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
202)	250	CS	393-54-110-000: SLICED APPLES, 6 #10/CANS/CS WATER PACKED	\$ <u>21.75</u>
203)	15	CS	375-15-760-100: BREAD CRUMBS/FLAVORED, 6/5 POUNDS/CASE, RESEALABLE	\$ <u>14.65</u>
204)	15	CS	393-43-800-000: CROUTONS, SEASONED, 4/2.25#, 9LBS/CASE	\$ <u>23.65</u>
205)	10	CS	393-73-000-000: SALT, TABLE, 12/26OZ/CASE	\$ <u>5.60</u>
206)	12	EA	393-80-600-100: CAYENNE PEPPER, ONE POUND EA	\$ <u>1.90</u>
207)	40	EA	393-80-600-200: LEMON PEPPER, SPICE BLEND 1 POUND	\$ <u>X</u>
208)	24	EA	393-80-600-300: ADOBE SEASONING, GOYA ONLY, (WITHOUT PEPPER) 28 OZ/CONTAINER	\$ <u>X</u>
209)	8	CS	393-80-600-400: SAZON AZAFRAN SEASONING, GOYA OR EQUAL, 18/3.52 OZ/CASE	\$ <u>35.75</u>
210)	40	EA	393-80-805-900: PAPRIKA, SPANISH SMOKED SWEET, 1 POUND/EA	\$ <u>X</u>

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

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Pres.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
211)	18	EA	393-48-761-200: OYSTER SAUCE, LA CHOY OR EQUAL, 5 POUND	\$ <u>X</u>
212)	14	EA	393-48-761-300: DUCK SAUCE, SAUCY SUSAN, OR EQUAL, 1 GALLON	\$ <u>4.75</u>
213)	12	EA	393-80-010-500: OLD BAY SPICE, 16/OZ. OLD BAY ONLY	\$ <u>X</u>
214)	10	EA	393-52-770-100: WHEAT FLOUR, 50 #/BAGS	\$ <u>X</u>
215)	25	CS	375-60-200-100: TORTILLAS, FLOUR, 12/12 6 "ROUND CASE, "EL PASO" OR EQUAL	\$ <u>20.74</u>
216)	18	CS	375-60-200-000: TACO SHELLS, 200/CASE 6" SIZE	\$ <u>10.50</u>
217)	2	EA	393-80-060-000: ALL SPICE, GROUND, PURE, 1 POUND JAR	\$ <u>2.75</u>
218)	12	EA	393-80-170-100: SESAME SEEDS, 1 POUND JAR	\$ <u>2.35</u>
219)	2	CS	393-60-560-100: LIME JUICE, PURE, 12/1 QT/CASE REAL LEMON OR EQUAL	\$ <u>X</u>
220)	10	CS	393-86-811-500: SUNDRIED TOMATOES, 5 LB/BAG	\$ <u>12.00</u>
221)	5	CS	393-61-524-100: LASAGNA, OVEN READY, BARILLA ONLY, 12/9 OZ/CASE	\$ <u>X</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
222)	6	CS	393-43-180-000: HONEY GRAHAMS, 200/2 COUNT	\$ <u>13.75</u>
223)	12	CS	393-86-150-200: WHITE KIDNEY BEANS HANOVER OR EQUAL, 6/#10/CS	\$ <u>23.90</u>
224)	600	CS	393-86-811-600: TOMATOES, ALL PURPOSE, CRUSHED <u>REDPACK ONLY</u> 6/#10/CANS/CASE	\$ <u>22.18</u>
225)	10	CS	393-86-620-300: CHERRY PEPPERS, HOT, 4/1 GALLON/CASE/NO GLASS	\$ <u>26.50</u>
226)	5	CS	393-86-620-400: SWEET CHERRY PEPPERS, 4/1 GALLON/CASE/NO GLASS	\$ <u>X</u>
227)	5	EA	393-62-000-000: CORN MEAL, 25 POUNDS/BAG/WHOLE GRAIN YELLOW ENRICHED AND DEGERMINATED, QUAKER OR EQUAL	\$ <u>14.90</u>
228)	5	BOX	393-37-020-000: CHOCOLATE CHIPS, 25 POUNDS/BULK CASE	\$ <u>X</u>
229)	12	CASE	393-33-184-002: COUNTRY TIME LEMONADE MIX 15/PKS/CS.	\$ <u>X</u>

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David H. [Signature]
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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
230)	60	EACH	850-50-000-000: OVEN MITTS, 17" LONG FITS EITHER HAND/AMBIDEXTROUS.	\$ <u>X</u>
231)	50	Dz.	240-77-000-000: STAINLESS STEEL STANDARD WEIGHT SCOURING PADS 50 GRAMS COILED, 12/PACK	\$ <u>X</u>
232)	5	CS	393-54-520-000: FRUIT COCKTAIL IN JUICE, 6/#10 CANS/CASE, NUGGETT, DELMONTE OR EQUAL	\$ <u>25.50</u>
233)	5	CS	393-78-911-000: TOMATO SOUP, CONDENSED, 12#5 CANS/CASE HEINZ, OR APPROVED EQUAL	\$ <u>29.96</u>
234)	5	CS	393-43-170-000: GINGER SNAPS, 12/12 OZ/CASE	\$ <u>X</u>
235)	5	CS	393-85-111-100: ICED TEA POWDER, 6/26.5 OZ/CASE	\$ <u>X</u>
236)	5	CS	393-36-900-000: CREAM OF WHEAT, "WHEATENA", 12/22 OZ/CASE	\$ <u>X</u>
237)	5	CS	393-35-234-005: RICE CHEX, GLUTEN FREE, 96/1 OZ./CASE GENERAL MILLS OR EQUAL	\$ <u>27.50</u>

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rampart Brokerage Corp. 1983 Marcus Avenue, Suite C130 Lake Success, NY 11042 516 538-7000	CONTACT NAME: Gwen Kolenik	
	PHONE (A/C, No, Ext): 516 390 3812	FAX (A/C, No): 516 390 3813
INSURED H. Schrier & Co. Inc. 4901 Glenwood Road Brooklyn, NY 11234	E-MAIL ADDRESS: gkolenik@rampartinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Tokio Marine America Ins Co	NAIC #: 10945
	INSURER B: Natl Union Fire Ins Co of Pitts	NAIC #: 19445
	INSURER C: Ohio Casualty Insurance Company	NAIC #: 24074
	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	GENERAL LIABILITY		CPP640801902	01/20/2017	01/20/2018	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)
						\$100,000
						MED EXP (Any one person)
						\$5,000
						PERSONAL & ADV INJURY
						\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$2,000,000
						PRODUCTS - COMP/OP AGG
						\$2,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO					\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				\$
						BODILY INJURY (Per accident)
						\$
						PROPERTY DAMAGE (Per accident)
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	BE020693566	01/20/2017	01/20/2018	EACH OCCURRENCE
C	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE	1857105389	01/20/2017	01/20/2018	AGGREGATE
	DED <input checked="" type="checkbox"/> RETENTION \$10000					\$25,000,000
						\$25,000,000
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N	N/A				OTH-ER
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT
						\$
						E.L. DISEASE - EA EMPLOYEE
						\$
						E.L. DISEASE - POLICY LIMIT
						\$

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

Grocery Bid # 39386-08177-101

Certificate Holder is included as Additional Insured as respects General Liability as required by written contract or agreement.

(See Attached Descriptions)

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

DESCRIPTIONS (Continued from Page 1)

All Coverage is Subject to Policy Limits, Sub-Limits, Terms, Conditions, Limitations and Exclusions

TITLE: GROCERIES				SCH 00 FRESH FOODS F.		SCH 01 MIXED FOODS F.		UNIVERSITY COFFEE F.		ELWOOD																			DETAILS OF AWARD	
ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TO NO.	AMOUNT								
1	393-74-670-200	80	CASE	37.90	36.90	36.88	NB																							
2	393-65-000-000	2	CASE	NB	95.70	NB	NB																							
3	393-64-100-000	10	CASE	52.16	47.50	NB	NB																							
4	393-48-740-000	100	CASE	26.98	26.85	NB	NB																							
5	393-54-730-000	100	CASE	22.84	26.60	22.28	NB																							
6	393-54-750-000	250	CASE	21.48	25.40	20.93	NB																							
7	393-54-780-000	250	CASE	23.88	23.70	23.47	NB																							
8	393-54-200-100	6	CASE	16.74	17.50	16.68	NB																							
9	393-86-000-010	15	CASE	27.98	26.90	27.77	NB																							
10	393-86-500-010	300	CASE	24.44	24.60	24.88	NB																							
11	393-86-000-020	50	CASE	16.38	15.90	16.88	NB																							
12	393-86-200-000	400	CASE	16.90	17.90	15.35	NB																							
13	393-86-140-000	10	CASE	15.24	15.60	16.88	NB																							
14	393-86-000-030	20	CASE	15.98	16.40	16.88	NB																							
15	393-86-180-000	10	CASE	16.98	17.90	NB	NB																							
16	393-86-150-000	300	CASE	17.61	17.30	17.28	NB																							
17	393-86-150-100	10	CASE	32.44	30.35	NB	NB																							
18	393-86-620-000	10	CASE	21.68	21.60	22.88	NB																							
19	393-87-310-000	10	BAGS	15.98	16.80	17.98	NB																							
20	393-86-590-000	20	CASE	17.98	20.50	19.47	NB																							
21	393-87-520-000	12	BAGS	12.71	13.90	13.48	NB																							
22	393-87-520-100	12	BAGS	18.98	21.30	20.48	NB																							
23	393-87-550-000	50	CASE	33.48	33.90	25.73	NB																							
24	393-86-650-000	80	CASE	19.98	24.15	20.23	NB																							
25	393-86-680-000	20	CASE	18.52	23.25	18.33	NB																							
26	393-86-520-000	10	CASE	26.38	17.60	26.23	NB																							
27	393-86-220-000	10	CASE	16.90	15.75	14.98	NB																							
28	393-86-820-000	50	CASE	22.38	25.70	22.23	NB																							
29	393-86-821-000	40	CASE	15.98	15.90	16.88	NB																							
30	393-86-810-000	5	CASE	14.86	15.70	NB	NB																							
31	393-86-811-000	50	CASE	13.88	13.60	13.73	NB																							
32	393-86-811-200	100	CASE	23.94	22.50	NB	NB																							
33	393-86-811-300	50	CASE	26.00	23.65	NB	NB																							
34	393-86-811-400	40	CASE	NB	24.90	NB	NB																							
35	393-48-310-000	10	CASE	16.21	16.80	18.48	NB																							
36	393-86-730-000	75	CASE	22.50	20.00	20.48	NB																							
37	393-86-240-000	10	CASE	16.08	16.10	15.97	NB																							
38	393-87-311-000	5	BAGS	19.09	18.90	20.78	NB																							
39	393-87-312-000	5	BAGS	12.68	13.60	13.48	NB																							
40	393-87-311-100	250	BAGS	14.56	16.90	13.88	NB																							

ITEM #	ARTICLE	QTY	UNIT	H. SCHED	MINI FOODS	UNIVERSAL COFFEE	WOOD	5	6	7	8	9	10	11	12	13	14	15	16	17	TO NO.	AMOUNT
41	393-87-311-200	5	BAGS	16.78	27.80	19.88	NB															
42	393-86-380-000	5	CASE	15.46	16.50	15.18	NB															
43	393-80-130-000	12	CASE	14.78	17.25	14.48	NB															
44	393-46-730-000	5	CASE	26.14	28.20	NB	NB															
45	393-80-141-000	10	CASE	17.14	14.95	NB	NB															
46	393-80-320-000	18	CASE	17.16	18.90	16.88	NB															
47	393-80-450-000	10	CASE	24.86	25.85	30.88	NB															
48	393-80-640-000	10	CASE	20.98	18.60	NB	NB															
49	393-80-560-000	75	CASE	15.48	23.85	9.46	NB															
50	396-53-850-000	15	CASE	28.90	22.86	26.88	NB															
51	396-53-850-010	60	CASE	NB	67.00	48.88	NB															
52	019-66-030-000	800	BOX	19.73	19.75	22.73	NB															
53	393-43-000-000	10	CASE	NB	NB	68.88	NB															
54	393-42-250-000	12	CASE	16.87	16.90	15.48	NB															
55	393-76-000-000	5	CASE	13.36	13.45	NB	NB															
56	393-32-150-000	5	CASE	49.90	53.90	NB	NB															
57	393-67-300-000	20	CASE	33.50	25.85	NB	NB															
58	393-50-300-000	10	GAL	NB	6.70	5.48	NB															
59	393-50-301-000	110	QT	NB	1.30	1.38	NB															
60	393-03-001-000	5	CASE	35.50	31.90	30.73	NB															
61	393-90-310-000	15	BAGS	NB	4.90	NB	NB															
62	393-51-770-000	110	BAGS	14.98	14.40	NB	NB															
63	393-46-500-000	150	CASE	17.58	17.85	NB	NB															
64	393-47-211-000	10	CASE	25.40	25.60	NB	NB															
65	393-47-212-000	15	CASE	22.08	22.60	NB	NB															
66	393-47-213-000	5	CASE	25.15	25.80	NB	NB															
67	393-46-490-000	15	CASE	21.70	21.90	NB	NB															
68	393-47-214-000	20	CASE	22.50	22.70	NB	NB															
69	393-47-215-000	5	CASE	59.80	62.90	NB	NB															
70	393-46-401-000	5	CASE	47.95	48.50	NB	NB															
71A	396-61-770-000	20	BOX	8.37	10.65	8.38	NB															
71B	393-61-620-000	1400	BOX	8.37	10.65	8.24	NB															
71C	393-61-521-000	20	BOX	8.37	10.65	8.38	NB															
71D	393-61-522-000	300	BOX	8.37	10.65	8.88	NB															
71E	393-61-523-000	20	BOX	8.37	10.65	8.88	NB															
71F	393-61-524-000	10	BOX	11.80	13.50	NB	NB															
71G	393-61-525-000	10	BOX	8.37	10.65	8.36	NB															
71H	393-61-527-000	20	BOX	13.95	11.65	11.48	NB															
71I	393-61-528-000	75	BOX	8.37	10.65	8.88	NB															
71J	393-61-570-000	10	BOX	7.11	13.75	6.87	NB															

TITLE: GROCERIES

ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TO NO.	AMOUNT
71K	393-61-526-100	20	CASE	NB	17.80	NB	NB															
71L	393-61-527-100	20	CASE	NB	17.80	NB	NB															
71M	393-61-528-300	40	CASE	NB	17.80	NB	NB															
71N	393-61-523-100	50	CASE	NB	17.80	NB	NB															
71O	393-61-770-200	25	CASE	NB	17.80	NB	NB															
71P	393-61-770-300	20	CASE	NB	17.80	NB	NB															
71Q	393-61-770-400	20	CASE	NB	17.80	NB	NB															
72	393-36-530-000	5	CASE	16.98	25.90	NB	16.48	NB														
73	393-36-900-000	5	CASE	19.78	NB	18.53	NB															
74	393-36-660-000	5	CASE	25.18	26.90	24.13	NB															
75	393-35-310-000	85	CASE	25.20	18.40	26.68	NB															
76	393-35-010-000	85	CASE	26.17	18.40	28.09	NB															
77	393-35-320-000	50	CASE	27.26	27.25	28.86	NB															
78	393-35-360-000	45	EA	NB	58.90	NB	NB															
79	393-35-330-000	50	CASE	26.46	26.35	28.13	NB															
80	393-35-650-000	15	CASE	25.06	24.85	25.18	NB															
81	393-35-230-000	50	CASE	26.71	18.80	28.13	NB															
82	393-35-370-000	5	CASE	NB	18.40	NB	NB															
83	393-35-620-000	75	CASE	18.20	17.65	NB	NB															
84	393-35-420-000	5	CASE	NB	17.65	NB	NB															
85	393-35-234-000	10	CASE	27.87	27.90	28.09	NB															
86	393-35-660-000	5	CASE	NB	18.40	NB	NB															
87	393-35-400-000	5	CASE	NB	32.90	33.96	NB															
88	393-35-410-000	80	EA	18.10	18.90	NB	NB															
89	393-35-360-000	20	CASE	NB	48.75	NB	NB															
90	393-35-912-000	45	CASE	28.48	28.90	29.59	NB															
91	393-35-234-003	50	CASE	28.68	NB	29.93	NB															
92	393-35-310-004	1250	CASE	26.80	NB	37.68	NB															
93	393-81-130-000	20	CASE	24.40	24.60	22.86	NB															
94	393-81-131-000	20	CASE	24.40	24.60	22.86	NB															
95	393-81-000-000	10	CASE	24.40	24.60	22.86	NB															
96	393-82-550-000	10	CASE	4.15	4.58	7.77	4.02															
97	393-82-551-000	200	CASE	16.50	16.50	NB	11.95															
98	393-82-552-000	50	CASE	19.50	19.70	NB	NB															
99	393-82-500-000	5	CASE	49.89	39.80	NB	NB															
100A	393-81-630-000	160	BAGS	23.44	24.30	NB	NB															
100B	393-81-632-000	75	CASE	7.96	8.78	8.48	NB															
101	393-81-740-000	30	CASE	9.09	12.65	9.13	NB															
102	393-81-741-000	5	CASE	25.85	25.45	24.88	NB															
103	393-59-430-000	6	CASE	36.25	39.75	36.28	24.00															

ITEM #	ARTICLE	QTY	UNIT	H. SCH		MILK		UNIVERS		ELWOOD												DETAILS OF	
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TO NO.	AMOUNT	AWARD
104	393-59-410-000	50	CASE	6.75	4.68	8.68	4.46																
105	393-59-420-000	6	CASE	NB	8.80	NB	6.25																
106	393-47-454-100	5	CASE	NB	29.35	NB	NB																
107	393-78-200-000	40	CASE	18.06	17.80	NB	NB																
108A	393-78-400-040	75	CASE	11.98	18.78	12.13	NB																
108B	393-78-400-050	190	CASE	11.46	18.78	11.43	NB																
108C	393-78-400-080	5	CASE	26.60	26.20	NB	NB																
108D	393-78-400-070	5	CASE	45.00	45.25	NB	NB																
108E	393-31-400-000	5	CASE	NB	26.80	NB	NB																
109A	393-46-420-000	10	CASE	24.50	21.40	20.68	NB																
109B	393-46-421-000		CASE	24.50	21.40	20.68	NB																
109C	393-46-422-000		CASE	24.50	21.40	20.68	NB																
109D	393-46-425-000		CASE	24.50	21.40	20.68	NB																
110	393-31-400-000	10	CASE	24.50	21.40	20.68	NB																
111	393-31-401-000	10	CASE	NB	10.54	10.23	NB																
112	393-31-401-020	10	CASE	NB	10.54	10.23	NB																
113	393-31-880-100	10	CASE	NB	10.54	10.23	NB																
114	393-31-880-200	10	CASE	NB	10.54	10.23	NB																
115	393-31-880-000	10	CASE	NB	10.54	10.23	NB																
116	393-31-400-994	5	CASE	NB	11.10	10.73	NB																
117	393-31-400-995	5	CASE	NB	11.10	10.73	NB																
118	393-31-400-996	5	CASE	NB	11.10	10.73	NB																
119	393-31-400-990	5	CASE	NB	11.10	NB	NB																
120	393-31-400-991	5	CASE	NB	11.10	NB	NB																
121	393-31-400-992	5	CASE	NB	11.10	NB	NB																
122	393-31-400-987	5	CASE	NB	11.10	10.73	NB																
123	393-31-400-998	5	CASE	NB	11.10	10.73	NB																
124	393-63-510-000	10	CASE	35.60	36.25	NB	NB																
125	393-48-820-000	25	CASE	29.05	28.70	NB	NB																
126	393-74-250-000	20	CASE	69.74	69.25	NB	NB																
127	393-80-340-000	225	CASE	16.98	21.85	15.78	NB																
128A	393-48-720-000	50	CASE	34.50	34.62	NB	16.20																
128B	393-48-720-000	40	PAL.	39.00	39.50	NB	NB																
129A	380-33-270-000	10	CASE	21.44	20.42	21.50	NB																
129B	380-33-270-100	10	CASE	21.44	20.42	21.50	NB																
129C	380-33-270-200	10	CASE	21.44	20.42	22.00	NB																
130	380-33-270-400	10	CASE	28.25	24.90	24.88	NB																
131	380-33-270-500	10	CASE	27.50	22.90	NB	NB																
132	393-75-300-000	25	CASE	13.50	13.60	NB	NB																
133	485-18-280-000	70	CASE	17.95	15.85	NB	NB																

TITLE: GROCERIES										ITEM #		ARTICLE		QTY		UNIT		1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		TO NO.		AMOUNT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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TITLE: GROCERIES			RECO		MIVIL		UNIVER		ELWOOD		DETAILS OF AWARD																
ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TO NO.	AMOUNT					
174	393-80-670-000	80	EA	2.00	2.10	1.92	NB																				
175	393-80-190-000	20	EA	2.14	2.39	1.82	NB																				
176	393-80-470-000	10	EA	2.10	1.95	1.83	NB																				
177	393-80-550-000	25	EA	2.70	2.89	2.02	NB																				
178	393-80-350-000	25	EA	4.45	3.25	3.27	NB																				
179	393-80-270-000	35	EA	2.45	2.79	2.14	NB																				
180	393-88-100-000	10	CASE	8.25	8.35	NB	NB																				
181	393-88-110-000	80	CASE	5.73	5.75	5.73	NB																				
182	393-88-111-000	10	CASE	7.10	7.12	NB	NB																				
183	393-88-111-100	8	CASE	17.21	15.90	NB	NB																				
184	393-73-000-001	50	BAGS	4.65	4.75	NB	NB																				
185	393-48-910-000	10	CASE	9.25	8.85	8.59	NB																				
186	393-48-750-000	10	CASE	22.18	23.15	NB	NB																				
187	393-48-880-000	15	CASE	12.91	13.90	NB	12.90																				
188	393-48-761-000	35	CASE	9.78	31.90	10.68	NB																				
189	393-48-761-100	2	CASE	27.50	25.80	NB	NB																				
190	393-50-460-000	100	QT	1.50	1.40	1.27	NB																				
191	393-74-672-220	5	CASE	NB	45.80	45.68	NB																				
192	393-48-407-000	120	CASE	12.63	16.75	12.43	NB																				
193	393-48-409-000	130	CASE	13.83	20.60	13.63	NB																				
194	393-85-050-000	5	CASE	NB	NB	19.88	NB																				
195	393-85-100-000	5	CASE	17.95	19.50	17.88	NB																				
196	393-85-110-000	5	CASE	18.49	19.60	17.98	NB																				
197	393-85-111-100	325	CASE	10.60	5.95	4.88	NB																				
198	393-68-000-001	10	CASE	34.75	39.60	34.98	NB																				
199	390-91-100-100	5	CASE	7.00	6.75	NB	NB																				
200	390-91-100-200	150	CASE	5.79	7.95	NB	NB																				
201	000-00-000-000	10	CASE	NB	37.90	NB	NB																				
202	393-54-110-000	250	CASE	21.75	25.65	21.38	NB																				
203	375-15-760-100	15	CASE	14.65	14.70	NB	NB																				
204	393-43-800-000	15	CASE	23.65	20.50	NB	NB																				
205	393-73-000-000	10	CASE	5.60	12.50	NB	NB																				
206	393-80-600-100	12	EA	1.90	2.19	2.14	NB																				
207	393-80-600-200	40	EA	NB	2.50	1.88	NB																				
208	393-80-600-300	24	EA	NB	3.85	NB	NB																				
209	393-80-600-400	8	CS	35.75	35.60	NB	NB																				
210	393-80-805-900	40	EA	NB	2.75	2.98	NB																				
211	393-48-761-200	18	EA	NB	4.95	NB	NB																				
212	393-48-761-300	14	EA	4.75	5.10	NB	NB																				
213	393-80-010-500	12	EA	NB	6.89	NB	NB																				
214	393-52-770-000	10	EA	NB	14.70	NB	NB																				

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Claudia Colesurdo hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 8/17/17 Claudia Colesurdo Public

PUBLIC BID OFFICER CDN


Groceries Bid #39386-08177-101 Award Explanations

Page 1 of 2

Bid #39386-08177-101

Bid Title: Groceries

Bid Opening Date: August 17, 2017

Buyer: Linda A. Mills, Food Inspector 2 

Date: September 11, 2017

EXPLANATIONS FOR AWARDS MADE TO OTHER THAN APPARENT LOW
BIDDERS

Item 49 (Real-Lemon Lemon Juice)

Apparent low bidder, Vendor #3 does not meet specifications. Product calls for "Pure Lemon Juice". Recommend award to Vendor #1, who offers item to specs.

Item 73 (Cream of Wheat Cereal)

Apparent low bidder, Vendor #3, offers 240 Ounces @ 0.077 per Ounce. Actual low bidder, Vendor #1, offers 336 ounces @0.074 per Ounce. Recommend award to Vendor #1.

Item 128A- (Barbeque Sauce) Apparent low bidder, vendor #4 not to specifications. Offers brand that is not acceptable nor hold up well. Bid clearly states "Open Pit" Only, as it is a quality product with no waste. Recommend award to Vendor #1.

Item 181- (Vinegar, White) Tied between Vendors # 1 & 3. All terms were identical; therefore, a coin toss was needed to determine winner. Coin toss was conducted 8/27/17 by Claudia Colasurdo, Technical Coordinator, witnessed by Mary Hoeflinger, Buyer. Schrier Foods was declared "Heads" and Universal Coffee was declared "Tails" Coin toss result was "Heads". Recommend award of this item to H. Schrier & Co., Inc.

Bid #39386-08177-101

Bid Title: Groceries

Bid Opening Date: August 17, 2017

Buyer: Linda A. Mills, Food Inspector 2

Date: September 11, 2017

EXPLANATIONS FOR AWARDS MADE TO OTHER THAN APPARENT LOW
BIDDERS

Item 188-(Soy Sauce)_Apparent low bidders, vendors 1 & 3 did not bid to specifications. Offer brands that are not acceptable nor hold up well. Bid clearly states "La Choy" Brand, as others used in the past were watery, did not yield as it should and ultimately cost more money than La Choy Brand. Recommend award to Vendor #2.

Bid Title: GROCERIES
Bid Number: 39386-08177-101
Date: September 11, 2017
Page 1 of 2

AWARD RECOMMENDATIONS

Items:

10, 13, 14, 15, 19, 20, 21, 22, 23, 24, 30, 35, 39, 41, 44, 47, 49, 52, 55, 56,
63, 64, 65, 66, 67, 68, 69, 70, 71A, 71C, 71D, 71E, 71F, 71G, 71I, 72, 73,
85, 88, 90, 91, 92, 98, 100A, 100B, 101, 108A, 108D, 124, 128A, 128B, 132,
135, 137, 143, 149, 151, 152, 161, 162, 166, 180, 181, 182, 184, 186, 198,
200, 203, 205, 206, 212, 216, 217, 222, 224, 227, 233 To:

To: H. Schrier & Co., Inc. Vendor #1 (78 Items)

Items:

2, 3, 4, 9, 11, 17, 18, 29, 31, 32, 33, 34, 36, 38, 45, 48, 50, 57, 59, 61, 62,
71K, 71L, 71M, 71N, 71O, 71P, 71Q, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84,
86, 87, 89, 99, 106, 107, 108C, 108D, 119, 120, 121, 125, 126, 129A, 129B,
129C, 131, 133, 134, 139, 145, 146, 147, 148, 150, 153, 154, 155, 159, 168,
178, 183, 189, 199, 201, 204, 208, 209, 210, 211, 213, 214, 215, 219,
220, 221, 223, 228, 229, 230, 231, 234, 235, 237

To: Mivila Foods Vendor #2 (92 Items)

Bid Title: GROCERIES
Bid Number: 39386-08177-101
Date: August 28, 2017
Page 2 of 2

AWARD RECOMMENDATIONS

Items:

1, 5, 6, 7, 8, 12, 16, 25, 26, 27, 28, 37, 40, 42, 43, 46, 51, 53, 54, 58, 60, 71B, 71H, 71J, 74, 93, 94, 95, 102, 108B, 109A, 109B, 109C, 109D, 110, 111, 112, 113, 114, 115, 116, 117, 118, 122, 123, 127, 130, 140, 141, 156, 157, 158, 160, 163, 164, 165, 167, 169, 170, 171, 172, 173, 174, 175, 176, 177, 179, 185, 188, 190, 191, 192, 193, 194, 195, 196, 197, 202, 207, 218, 225, 232, 236

To: Universal Coffee Vendor #3 (83 Items)

Items:

96, 97, 103, 104, 105, 136, 138, 142, 144, 187,

To: Elwood International Vendor #4 (10 Items)

Items #226, No Bid/No Award (1 Item)



OPEN DATE: August 17, 2017

DATE: September 11, 2017

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

DPS-B021
PR-1491.3/72 Rev.3/01



E-19Q-17

NIFS ID: clpd17000007

Department: Police Dept.

Capital:

SERVICE: outside counsel

Contract ID #: cqpdl7000001

NIFS Entry Date: 27-JUL-17

Term: from to

Amendment
Time Extension:
Addl. Funds: X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: leahey & johnson	Vendor ID#: [REDACTED]
Address: 120 wall street new York, ny 10005	Contact Person: peter johnson
	Phone: 212-269-7308

Department:	
Contact Name: jaclyn delle	
Address: 1 west street mineola, ny 11501	
Phone: 516-571-3034	

RECEIVED
NASSAU COUNTY
CLERK OF THE SUPREME COURT
SEP 21 P 12:05

Routing Slip

Department	NIFS Entry: X	24-AUG-17 -- JOWEIS
Department	NIFS Approval: X	24-AUG-17 -- JOWEIS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	12-SEP-17 -- RDALLEVA
OMB	NIFS Approval: X	11-SEP-17 -- WCOTE
County Atty.	Insurance Verification: X	30-AUG-17 -- AAMATO
County Atty.	Approval to Form: X	31-AUG-17 -- JDELLE
Dep. CE	Approval: X	20-SEP-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	13-SEP-17 -- MREYNOLDS

Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is an amendment to an outside counsel contract for representation of the County in litigation known as Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department. The amendment increases the maximum amount of the contract by \$450,000, bringing the total maximum amount of the contract to \$700,000.
Method of Procurement: Contract amendment. Please see procurement history below
Procurement History: A Request for Qualification was issued and a panel of law firms/lawyers established. The firm Leahey & Johnson, P.C. has been added to this panel after the initial Request for Qualification was issued. After a review of the panel, Leahey & Johnson, P.C. has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.
Description of General Provisions: As described above
Impact on Funding / Price Analysis: \$450,000.00
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	pdd					\$ 0.00
Control:	2000	Revenue		2	pdpdd2490/de502	\$ 450,000.00
Resp:	2490	Contract:				\$ 0.00
Object:	de502	County	\$ 0.00			\$ 0.00
Transaction:	109	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.00		TOTAL	\$ 450,000.00

RENEWAL	
%	180
Increase	
%	
Decrease	

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: leahey & johnson

2. Dollar amount requiring NIFA approval: \$450000

Amount to be encumbered: \$450000

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 12/01/2013 to completion

Has work or services on this contract commenced? Y _____

If yes, please explain: amendment to existing contract

4. Funding Source:

General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

X Other

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment to an outside counsel contract for representation of the County in litigation known as Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department. The amendment increases the maximum amount of the contract by \$450,000, bringing the total maximum amount of the contract to \$700,000.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

RDALLEVA

12-SEP-17

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND
LEAHEY & JOHNSON, P.C.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Leahey & Johnson, P.C. to provide legal services, a
copy of which is on file with the Clerk of the Legislature; now, therefore, be
it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to an agreement with Leahey & Johnson, P.C.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Leahey & Johnson, P.C.

CONTRACTOR ADDRESS: 120 Wall St., New York, NY 10005

FEDERAL TAX ID #: [REDACTED]

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date], _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date], _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. x This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on March 1, 2017. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualification was issued and a panel of law firms/lawyers established. The firm Leahey & Johnson, P.C. has been added to this panel after the initial Request for Qualification was issued. After a review of the panel, Leahey & Johnson, P.C. has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

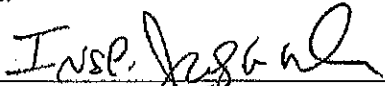
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature
07/27/07

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 03/16



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? If yes, to what campaign committee?

NO

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: May 9
2017

Vendor: Leahy + Johns P.C.

Signed: Peter J. Johns

Print Name: Peter J. Johns

Title: President

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 PETER J. JOHNSON
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 120 WALL ST
City/state/zip NYC NY 10005
Telephone 212 269-7308
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

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

President 1/1/95 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO _____ If Yes, provide details. 100%
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 not-for-profit organization other than the one submitting the questionnaire? YES _____ NO ☒
If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

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

CERTIFICATION

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

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

Sworn to before me this 9th day of MAY 2017

Notary Public

Steven Martin

STEVEN MARTIN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4992737
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MARCH 02, 2018

LEAHEY + JOHNSON P.C.
Name of submitting business

PETER J. JOHNSON
Print name

[Signature]
Signature

PRESIDENT
Title

5.19.17
Date

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: May 9, 2017

1) Proposer's Legal Name: Leahey and Johnson, P.C.

2) Address of Place of Business: 120 Wall Street Suite 2220 New York, NY 10005

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : 212-269-7308

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: [REDACTED]

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

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

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

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No x If Yes, 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 x If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No x If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 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 x If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No x If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No x If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No x If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No x

If Yes, provide details for each such conviction _____

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 conviction, _____

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 occurrence, _____

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

We undertake a conflict check with regard to every engagement. We do not accept a matter if there is a conflict.

- 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.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of Incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

* See
Attached

- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- 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 BARNES + NOBLE

Contact Person STEVE ROBIOTTO

Address 122 FIFTH AVENUE

City/State NY C NY 10011

Telephone 212 633-3300

Fax # _____

E-Mail Address SROBIOTTO@BN.COM

Company CATHOLIC MUTUAL GROUP

Contact Person KEVIN QUINN

Address 1011 FIRST AVENUE

City/State NYC NY 10022

Telephone 212 371-1000

Fax # _____

E-Mail Address KQUINN @ CATHOLICMUTUAL.ORG

Company C.V. STARR

Contact Person FRANCIS SHEERIN

Address 399 PARK AVENUE

City/State NYC NY 10022

Telephone 646-758-8317

Fax # _____

E-Mail Address FRANCIS.SHEERIN

@STARRCOMPANIES.COM


Leahy & Johnson, P.C.
Attorneys at Law

(212) 269-7308
FACSIMILE (212) 422-4751

120 Wall Street, New York, N.Y. 10005

MAY 8, 2017

RESPONSES TO A,

- i) 1953
- ii) PETER JAMES JOHNSON DR.

- iii) SAME AS i)
- iv) STATE OF NEW YORK
- v) 40-50 (VARIES)
- vi) PROTECTED 6 MILLION DOLLARS
- vii) SEE ATTACHED RESUME
- viii) NOT APPLICABLE

Leahey & Johnson, P.C.
Attorneys at Law

(212) 268-7388
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Re: Leahey & Johnson, P.C. Serving New York Since 1953

Dear Craig:

Leahey & Johnson, P.C. ("the Firm"), is a preeminent law firm in New York City that provides defense litigation services to major insurers, third party administrators, national and local companies and municipalities in State and Federal courts throughout New York City, Long Island, and lower New York State. The Firm has been acknowledged by Martindale Hubbell's highest "AV" Rating and in the Bar Register of Pre-eminent Lawyers and Law Firms, and the New York Super Lawyers and Best Lawyers in America designation for many years.

The Firm was founded sixty-two years ago by the late Joseph M. Leahey, a former Justice of the New York State Supreme Court, and Peter James Johnson, Esq., nationally known for his trial tactics and litigation expertise in defending all types of tort litigation. Mr. Johnson was recognized by the New York Law Journal as "the standard setter" of the New York City trial bar. He created a culture of winning litigation through careful preparation at the Firm that he passed on to its current generation of leadership.

Peter James Johnson, Jr. is the Firm's President, and has held that position for about half of the Firm's existence. An "AV" rated graduate of Columbia College and Columbia University's School of Law, he is a noted appellate and trial lawyer recognized by Super Lawyers and others as one of the New York area's "go-to" lawyers in high-profile complex and challenging matters. Peter has lectured at the Practising Law Institute, for Appellate Division law assistants, for the Committee on Character and Fitness, for the Office of the Nassau County Attorney, and other fora on trial and appellate practice. He is a member of the Governor's Judicial Screening Committee for the Second Department and is Chairman of the Committee on Character and Fitness, Appellate Division, First Department where he is responsible for the admission of new attorneys. He was also recently appointed by the Chief Judge to a commission on reforming attorney discipline in New York.

Lending their experience and guidance to the Firm are Special Counsel former Mayor David N. Dinkins and retired Appellate Division Justice Gabriel M. Krausman. Mr. Dinkins served as the 106th Mayor of the City of New York and currently is a

Professor in the Practice of Public Affairs at the Columbia University School of International & Public Affairs (SIPA), serves on its Advisory Board, and hosts its Annual Dinkins Leadership & Public Policy Forum. Judge Krausman is a retired Associate Justice of the Appellate Division, Second Department, and is a recognized expert on trial and appellate practice. Former Mayor Dinkins and Judge Krausman use their decades of experience in the law, public service and politics to advise the Firm's clients and attorneys on a wide variety of matters encompassing the breadth of civil litigation.

Members of the firm include successful trial lawyers Chris Clarke, recruited and trained by the Johnsons; and Jim Tenney, Michael Dempsey, Jason Paget and Joanne Filiberti who are master appellate and complex litigation practitioners. The members of the firm have each learned their craft at the firm, which has developed and trained some of the strongest and most resourceful litigators in New York. From its newest associate to its most experienced member, the Firm inculcates an ethic of hard work and boundless creativity, and emphasizes the necessity of success for our clients in all our efforts. The Firm is a leader in defending tort claims, and has developed and refined strategies to evaluate and defend such claims effectively and successfully.

We have an active litigation practice in both New York State and Federal Courts. The Firm possesses unique expertise and an unparalleled record of success in trials and appeals of diverse tort matters, including:

- Automobile, Trucking & Bus Liability
- Construction Site & Labor Law Liability (Insurance and Reinsurance Matters)
- Mass Casualty Torts
 - Fire & Catastrophe Litigation
- Products Liability
- School, Daycare & Afterschool Program Liability
- Entertainment Industry Liability
- Premises Liability
 - Bar, Restaurant & Entertainment Venue Liability
 - Residential Owner Liability
 - Commercial Property Owner Liability
- Defamation
- Civil Liability for Sexual Assault & Other Criminal Assault
- Employment Liability
- Civic & Municipal Liability
 - Civil Rights and Constitutional Violations

- Church, Cemetery, Not-for-Profit & Synagogue Liability
- Toxic Torts
- Auto Dealership Liability
- Corporate Liability

The firm has had equal success in complex commercial and corporate litigation involving contracts, real estate transactions and partnership disputes.

A partial list of clients who have been served by the Firm includes, but is not limited to:

- Academy Bus
- Allstate Insurance Company
- AlfaParf SRL
- Archdiocese of New York
- Arrowpoint Capital
- Baldor Specialty Foods
- Brown Stove
- Catholic Mutual Group
- Crawford & Company
- Coleman Camping
- Crosman Arms
- CNA
- C.V. Starr
- Empire City Subway
- First Alert
- Forest City Ratner
- Fox News Channel
- Gallagher Bassett
- Group Council Mutual Insurance Company
- Group One Auto Sales
- Medical Liability Mutual Insurance Company
- Medical Malpractice Insurance Association
- Mitsumi Sumotomo
- Nassau County, New York
- New York Downtown Hospital

- News Corporation
- Twenty-First Century Fox
- New York City Housing Authority
- New York Post
- New York State Insurance Fund
- New York State Insurance Department
- New York State Liquidation Bureau
- New York State Senate
- Praxair
- Revlon
- Royal-Sun Alliance Insurance
- Royal Canada
- RSUI
- Russell Corporation
- Sedgwick
- Starwood Hotels
- Sunbeam
- Donald Trump and The Trump Organization
- Turner Construction
- The City of New York
- U.S. Adjustment Bureau
- Verizon

The Firm has been successful in such traditionally "high risk" and "high exposure" areas in and around New York City, including the New York State Court of Claims, Bronx and Kings Counties, Nassau County, Suffolk County, the Hudson Valley as well as the Eastern and Southern Districts of the Federal Court, the four Appellate Divisions of New York State, the New York State Court of Appeals, and Federal Circuit Courts of Appeal. The Firm has also been called in to appear in other state and federal courts from New Jersey to Michigan.

The Firm has successfully litigated, tried, appealed, arbitrated and mediated literally thousands of cases in the New York Metropolitan area. We pride ourselves on meticulous attention devoted to each of our matters, and our strong record of advocacy is based on careful preparation coupled with constant communication with the client.

To implement this philosophy, the Firm has instituted a system of "Litigation Units" to ensure the flawless handling of each file within our control – from answer to trial. Each litigation unit is headed by a master trial or appellate lawyer and staffed by associate trial lawyers responsible for a designated group of matters. Each unit leader is charged with the task of daily supervision of his/her unit members and the chairing of a weekly session with those members in preparation for ongoing and upcoming matters. Additionally, the unit leader meets on a bi-weekly basis with other litigation unit leaders at a roundtable chaired by the firm's managing member and founder.

During the course of trials, each trial lawyer confers with his/her team leader and Mr. Johnson throughout and after court sessions. The careful preparation of lawsuits long before the trial of the action, early evaluation with the participation of the client, combined with the free exchange of strategies and solutions between the firm's trial lawyers and clients and their representatives has resulted in the firm's unprecedented success in the State and Federal trial courts and has established the Firm's pre-eminent position in the New York metropolitan area.

We enjoy an excellent relationship with the Judiciary at the State and Federal levels. Our involvement in bar associations and Court appointed Judicial selection panels, gives us an opportunity to have a mutually respectful relationship with the Judicial community.

The Firm's deserved recognition for having experienced and sophisticated litigators enables us to provide our clients an important advantage. New York's plaintiffs' bar who regularly bring tort claims know we are fully prepared to try these lawsuits to conclusion in State and Federal courts. This allows us to settle claims expeditiously and favorably.

Our members and senior associates have an expansive resume of bringing to favorable verdict and resolution significant and complex cases. The Firm has posted a record of success in defending so-called "full liability" and "absolute liability" cases. As the result of its emphasis on skillful presentation of engineering, physics, medical, economic, accounting and forensic evidence, the Firm has saved clients literally many millions of dollars.

One key to the Firm's success is constant preparation. The Firm is literally open for client meetings seven days a week. On weekends, the Firm's attorneys often gather in its conference rooms for symposia on such diverse topics as trial practice and technique, jury selection, cross-examination and use of expert witnesses. Additionally, prominent experts from the fields of medicine, engineering, economics, physics, chemistry and accounting valuation deliver lectures and answer questions from the staff.

Following is a discussion of some of the areas where we have extensive experience in defending the interests of insurers, insureds and self-insureds:

I. Automobile, Trucking & Bus Liability

The Firm has decades of experience in defending insurance companies and individuals in thousands of lawsuits resulting from motor vehicle accidents involving private vehicles, commercial vehicles, common carriers, bicycles and pedestrians, and brought pursuant to the New York State Vehicle and Traffic Law, Insurance Law and common law tort. The Firm is experienced in all facets of automobile litigation, such as: Automobile Accident Claims (including PIP, UM and UIM), Commercial Vehicle Claims, and Truck/Motor Carrier Liability.

A. Representative Automobile Accident Verdicts and Settlements

- Achieved numerous awards for summary judgment as well as defense verdicts on the issue of liability in cases involving lefts turns, rear-end collisions, head-on collisions, pedestrian knock-downs, motorcycle and bicycle accidents.
- Awarded a unanimous defense verdict at trial on liability involving a head-on collision occurring between our client, driver of a motor vehicle that allegedly crossed the double yellow line, and a motorcycle. Plaintiff motorcyclist demanded \$100,000 to settle before trial alleging multiple serious injuries, including a fractured clavicle and shoulder impingement.
- Achieved numerous defense verdicts at a damages only trials after the plaintiffs were awarded summary judgment on liability as well as summary judgment awards on "serious injury", where the documentary evidence and party and medical expert testimony demonstrated that the plaintiffs failed to meet the New York State "serious injury" threshold.
- Achieved a jury verdict on liability finding each party 50% liable for the intersection collision. At the trial on damages, where the plaintiff underwent two back surgeries involving internal fixation of the cervical spine, achieved a jury verdict of \$45,000, significantly below the standard award and a fraction of the plaintiff's demand for \$9 million.
- Achieved a dismissal of all claims against our client, driver of the second car in a four car chain reaction rear-end collision accident, after three days of trial in federal court. The plaintiff sought \$85,000 in damages at trial alleging he sustained a shoulder fracture, cervical radiculopathy, ulnar neuropathy and brachial plexopathy as a result of the accident.

B. Automobile Accident Appeals

- Won reversal of an order which denied our client's motion for summary judgment on the issue of liability and obtained dismissal of all claims and cross-claims in claim for wrongful death arising from auto accident. In this high-profile case involving criminal charges against four of the named defendants who brought claims against our client in an attempt to allay their liability, we successfully argued that the intervening criminal acts of the co-defendants were not foreseeable, and that our client did not engage in improper conduct. At the trial after the appeal, the jury awarded the plaintiffs over \$10 million in damages against the remaining defendants.
- Successfully defeated the plaintiff's appeal of the order vacating the default judgment against our client and dismissing the Complaint in its entirety. Demonstrated to the motion court and the appellate court that the building where our client, who was living with the plaintiff at the time, had allegedly been served had been continuously vacant for over two years and that process could not have been effected at the address specified in the affidavit of service.

C. Commercial Vehicle & Truck Accident Verdicts and Settlements

- Obtained summary judgment on liability showing that our client, a nationally recognized utility provider, properly parked its service truck in the co-defendant construction company's work site while performing emergency repairs, and was not a proximate cause of the motor vehicle accident. Successfully achieved dismissal of all claims and cross-claims against our client in this matter where the plaintiff underwent back surgery as a result of the auto accident near the construction site.
- Represented major metropolitan newspaper in claim for wrongful death after the plaintiff's decedent ran a red light on a motorized bicycle and collided with the side of the newspaper's delivery truck at high speed. The decedent, who was 16 years old at the time of the alleged incident, was in a coma for several months before dying from injuries allegedly sustained in the accident.

D. Commercial Vehicle & Truck Accident Appeals

- Successfully appealed an order of the lower court which denied a nationally known utility company's motion for summary judgment on liability. On reversal, the appellate court ruled that utility's commercial truck, legally parked at a corner of a "T" intersection, was not obstructing the view of those entering the intersection. If the Firm had not been successful on appeal, our client was facing

trial and a potential verdict in favor of the plaintiff of up to \$750,000 for serious injuries, including a cardiac incident, resulting from the accident.

E. Transportation, Vehicle & Bus Accident Verdicts and Settlements

- Represented major metropolitan area bus company in claim for quadriplegia after fire on bus and the ensuing panic caused the plaintiff to be ejected from bus front door while the bus was traveling 65 mph on major highway. Impleader of bus manufacturer caused modest settlement for our client.
- Represented major bus company in multiple serious injury claims by passengers after driver allegedly fell asleep at the wheel and bus left the roadway and flipped over.
- Represented bus company and driver in multiple serious injury and wrongful death claims by passengers resulting when the bus driver allegedly lost control of the vehicle and went off the road. Alternate causation theory caused early settlement below reserve.

F. Transportation, Vehicle & Bus Accident Appeals

- Won reversal of an order denying the bus company's motion for summary judgment on the issue of "serious injury." Successfully argued to the Appellate Division that the plaintiffs failed to proffer competent medical evidence of their alleged limitations in range of motion to raise a question of fact in opposition to our client's bus company's *prima facie* showing of entitlement to summary judgment.
- Represented ambulette service on appeal of a jury verdict in favor of defendant showing that the verdict was not against the weight of the evidence. Successfully argued that the ten passenger ambulette experienced an electrical malfunction stranding the vehicle in the center lane of a three lane highway, that the driver immediately and properly set-up warning and safety devices to alert oncoming traffic of the stalled ambulette, and that the plaintiff's negligence was the sole proximate cause of the rear-end collision.

II. Construction Site & Labor Law Liability

The Firm's attorneys have decades of experience defending "absolute" liability and Industrial Code violation claims arising from construction site accidents. The Firm has had success in obtaining defense and indemnification for our clients through tender demands and litigation. We have also successfully won defenses on damages where

many other firms admit defeat. The Firm also has decades of experience in representing excess insurers in oversight of personal injury and wrongful death claims arising from construction site accidents to ensure the matters settle within the primary policy limits.

A. Verdicts & Settlements

- Dismissal of high exposure paraplegia claim in Labor Law action based on sole proximate cause defense against the plaintiff.
- Successfully achieved by court order and negotiation countless tenders of defense and indemnification on behalf of property owners.
- Represented internationally known construction company in various construction site accident litigations.
- Achieved settlement of personal injury action alleging catastrophic, traumatic brain injury against our client, the general contractor of roadside construction project, where construction barriers allegedly blocked the view of the driver and pedestrian involved in a pedestrian knock-down accident.
- Successfully achieved dismissal of the plaintiff's Labor Law § 240(1) claim by demonstrating the plaintiff was not engaged in a height-related activity at the time of the partial amputation of the plaintiff's forearm by a falling fire escape ladder.
- Successfully moved *in limine* after opening statements to preclude the plaintiff's MRI films and expert testimony on the issue of causation, providing the foundation for a successful motion for a directed verdict dismissing the plaintiff's Complaint in its entirety. Ultimately achieved a settlement far below the standard.

B. Appeals

- Achieved affirmance of summary judgment order dismissing the plaintiff's claims pursuant to Labor Law §§ 200, 240(1) and 241(6). Successfully argued that the owner of a two-family home retained nothing more than a limited power of general supervision and did not supervise or control the plaintiff or the means and methods of his work.

III. Mass Casualty Torts

The Firm has experience representing well-known entities in the defense of wrongful death claims arising from catastrophic events that have gained nation-wide attention and news following.

- Represented furniture manufacturers with regard to 87 wrongful death claims resulting from inhalation of toxic and fatal fumes allegedly released by the product. Achieved a nominal settlement for our client, less than the cost of defense, in one of the most dangerous venues for defendants (Bronx County).
- Represented nationally known distributors and importers of firearms in successive federal court class actions for negligent distribution of firearms resulting in deaths and personal injury. Achieved discontinuances for our client.
- Represented a nationally known compressed gas manufacturer in State criminal investigation, wrongful death, personal injury and class action lawsuits for business interruption following a massive explosion and fire at a chemical analytical lab resulting in multiple deaths and injuries.

IV. Products Liability

The Firm's attorneys have successfully defended product manufacturers, distributors and dealers in a variety of products liability claims, achieving excellent results for its clients through aggressive and persistent discovery, investigation, and expert retention.

A. Verdicts & Settlements

- Represented one of the nation's largest auto dealerships in a claim regarding the dealership's alleged negligent installation of a component part resulting in the allegedly uncontrolled acceleration of a vehicle causing multiple serious and catastrophic injuries.
- Successfully represented a national leader and manufacturer of carbon monoxide detectors in multiple wrongful death actions arising from an incident at a Long Island home in which a family died.
- Represented a nationally known camping equipment company in various claims arising from the alleged negligent manufacture of lanterns, air pellet guns, gas tanks, gas and propane powered grills, water skis, electric blankets, and coffee makers.

- Represented a national distributor and formulator of commercial air conditioner coolant in a series of product liability actions in State and Federal courts involving property damage allegedly emanating from use of our client's product. Successfully shifted liability to others paying only modest settlements.
- Represented a national chain of vehicle repair shops in claims arising from the alleged negligent installation of brakes resulting in violent deaths of Hudson Valley teacher and politician.
- Represented a national manufacturer of stoves in a succession of residential tip over cases resulting in catastrophic injury.
- Represented a nationally known apparel company in catastrophic infant burn case involving ignition of sweatshirt during the lighting of a menorah.
- Represented manufacturer of New York City bus shelters sued by school teacher whose leg was amputated by the glass used in the bus shelter, which acted as a guillotine after it was struck by an automobile. Achieved dismissal of the Complaint based on the plaintiff's failure to serve proper Bill of Particulars.
- Achieved summary judgment on behalf of a Michigan based manufacturer of spray-paint hoses in personal injury action alleging negligent manufacture of component parts after diligent investigation resulted the successful impleader of the correct manufacturer.
- Represented international manufacturer of beauty products in action claiming the plaintiff was injured by a defective glass vial used to package hair products. Successfully obtained jurisdiction over foreign manufacturer and foreign distributors of the glass vial pursuant to the Hague Convention.
- Obtained summary judgment on behalf of garage owner in wrongful death action. Demonstrated through impleader of the manufacturer of the "man lift" that the plaintiff was using, that the "man lift" had malfunctioned causing plaintiff's decedent to be crushed to death. Successfully argued that the decedent was a "special employee" at the time of the accident and thus the garage owner was entitled to rely upon the Worker's Compensation exclusion.

B. Appeals

- Took over representation of a regional food distributor whose answer was struck in catastrophic e coli personal injury matter. Achieved excellent victory on appeal settling new precedent regarding the continued existence of crossclaims after the crossclaiming party's answer was struck and as to the plaintiff's failure to provide

responses in Bill of Particulars. Also, successfully defeated appeal by Impleaded food manufacturer and grocery store for product liability.

V. School, Daycare & Afterschool Program Liability

The Firm and its attorneys have decades of experience defending against claims arising out of playground accidents, claims of negligent supervision, and claims of negligent hiring, retention and training of school staff.

A. Dismissals & Verdicts

- Achieved dismissal of claim for personal injuries by Infant plaintiff who suffered a broken leg while playing football during recess on the school's parking lot which was also used as the playground for the students when weather permitted.
- Represent high school and its administration and athletic coaches against claims of bullying and hazing.
- Achieved summary judgment on behalf of school in personal injury action where court determined the student's sudden and unexpected act could not have been prevented by any greater supervision.

B. Appeals

- Successfully defeated the plaintiff's appeal of order granting summary judgment in favor of the school demonstrating that the security provided by the school was sufficient.
- Successfully achieved affirmance of lower court order dismissing the plaintiff's Complaint where the Infant-plaintiff's own testimony demonstrated no additional supervision could have prevented the alleged injury.
- Successfully appealed order granting the plaintiffs' motion to compel discovery and denying our client's cross-motion for a protective order. Achieved unanimous reversal of the lower court's order demonstrating that the reports sought by the plaintiffs were prepared in anticipation of litigation, and that the plaintiffs failed to show that they had a substantial need of the materials and were unable without undue hardship to obtain the substantial equivalent of the materials by other means.

VI. Entertainment Industry Liability

The Firm has successfully taken on the defense of high-profile individuals and venues in claims arising from diverse areas of tort and contract law.

- Represented internationally known music group in claim alleging wrongful death because of heroin allegedly being provided by the music group to one of its members who died of an overdose.
- Represented promoters of a concert that resulted in stampede causing multiple deaths and injuries. Successfully negotiated settlement.
- Represented well-known New York City nightclub and proprietor in action for defamation brought by former heavyweight boxing champion resulting in dismissal.

VII. Premises Liability

The Firm and its attorneys have decades of experience defending claims against the owners of entertainment venues, residential properties, commercial properties, and retail properties. Our attorneys have had repeated success at trial and on appeal defending claims for premises liability through the diligent and focused attention to detail during discovery, retaining experienced investigators, and renowned experts on liability and damages.

A. Bar, Restaurant & Entertainment Venues Verdicts & Settlements

- Successfully represented multiple New York City nightclubs, restaurants and bars in wrongful death, assault and sexual assault claims.
- Represented excess insurer of large state-owned football stadium in catastrophic personal injury claim resulting in quadriplegia of a child based on allegation of negligent sale of beer to a patron who subsequently drove drunk.
- Represented a well-known nightclub in a claim by the plaintiff that he sustained a skull fracture when a nightclub security guard beat the plaintiff's head against the floor after the plaintiff pulled a box-cutter during a melee at the nightclub. Successfully achieved a directed verdict at trial in favor of the nightclub upon a showing that the security guard was not a special employee of the nightclub.
- Represented well-known New York City restaurant and nightclub in action for multiple personal injury and wrongful death claims due to carbon monoxide poisoning. Achieved summary judgment on indemnification claims alleging grave

injury for the personal injury plaintiffs. In addition, aggressive discovery on damages successfully resulted in a nominal settlement.

- Represented catering hall in action for wrongful death and personal injuries based on the Dram Shop Act where the plaintiffs alleged the catering hall overserved a guest at a wedding and allowed him to drive afterward resulting in a head-on collision with the plaintiffs' vehicle. Hard fought discovery and litigation, including multiple third-party actions resulted in a reasonable settlement.

B. Bar, Restaurant & Entertainment Venues Appeals

- Successfully defeated the plaintiff's appeal of order granting summary judgment in favor of our client's nightclub arguing that the nightclub could not be held liable for the spontaneous, unforeseen and unexpected criminal assault by one patron of another patron.

C. Residential Owner Liability

- In a standard-setting case of first impression, successfully limited the liability of a condominium owner in a catastrophic personal injury action arising from a rooftop fence collapsing from a common area and striking a pedestrian in the street.
- Succeeded in obtaining a defense verdict in wrongful death action arising from a fall down stairs of a residential home.
- Successfully represent the largest residential landlord in New York City in most dangerous jury venues on multiple summary judgment and dismissals based on claims regarding notice or creation of an alleged condition; insufficient security; sexual assaults by employees or third-parties; murders and assaults of children and elderly; dog bites; negligent maintenance of playgrounds, walkways, stairways, roofs, elevators, radiators/heating systems, smoke detectors; discretionary governmental judgment; negligent hiring, retention, training, and supervision of employees; as well as claims for contractual and common law defense and indemnification against third-parties.
- Successfully achieved summary judgment and dismissal of claim against residential landlord alleging premature birth and various personal injuries were the result of the plaintiff having to take the stairs to her 12th floor apartment every night for approximately two months due to non-functioning elevators in the residential building.
- Won summary judgment and dismissal of all claims against municipal landlord alleging shooting death of the plaintiff's decedent was the result of insufficient

security at the premises. Successfully argued that the municipal landlord provided reasonable security measures and that the plaintiff could only offer speculation and conjecture as to how the unidentified assailant gained access to the premises.

- Achieved dismissal of all claims against municipal landlord alleging negligent maintenance of the heating system and failure to insulate heating pipes in the plaintiff's apartment resulted in catastrophic burns to the infant-plaintiff. Successfully argued that the heating system, including all steam pipes and radiators, was in compliance with the applicable Building Code and that the municipal landlord did not breach any duty to the plaintiffs.
- Succeeded in winning summary judgment in favor of the municipal landlord dismissing claim alleging negligent security at the building resulted in the stabbing of the plaintiff. Successfully argued that the plaintiff was the victim of a targeted assault and that the security provided by the municipal landlord was reasonable.

D. Commercial Property Owner Liability

- Successfully achieved dismissal and nominal settlement of multiple matters involving escalators, elevators and stairs at municipal buildings, large retail establishments, and commercial buildings on behalf of out-of-possession landowners.
- Achieved dismissal of a case of first impression against a large commercial building for catastrophic psychiatric claims involving committal and permanent disability as a result of bedbug bites.
- Represented the owner of a commercial factory in Queens, New York that burned to the ground. Several tenants of the factory brought claims against the owner for failing to have a working sprinkler system in the building as required by the New York City Building Code. Achieved settlement for a fraction of the claimed damages.
- Achieved summary judgment, discontinuance and settlement of various claims for personal injuries at retail locations throughout New York State on behalf of nationally known booksellers.

E. Commercial Property Owner Liability Appeals

- After a jury verdict of \$2.2 million in favor of the plaintiff and holding our client 40% liable for damages, successfully appealed and achieved reversal of an

interlocutory lower court order and obtained dismissal of all claims against our client.

VIII. Defamation

- Represented nationally known bookseller and media company in federal litigation claiming defamation, achieved dismissal of the complaint before discovery.

IX. Civil Liability for Sexual Assault & Other Criminal Assault

The Firm has successfully defended its clients against catastrophic claims for personal injuries and wrongful death arising from claims of sexual and criminal assault. The Firm has cultivated relationships with experts in the fields of forensic pathology, criminal profiling, and psychology to defend these claims.

- Represented defendant in a claim of negligent oversight of a foster care program.
- Represented municipal authority in claims for personal alleging sexual abuse and rape of children and women by employees of the authority; and in claims for personal injuries and wrongful death as a result of robberies, homicides/targeted attacks in residential buildings.

X. Employment Law

The Firm understands its clients' need for discretion and the sensitive nature of claims arising under this area of the law. The Firm's attorneys work closely with our clients to ensure the confidentiality of negotiations which often high-profile and high-level employees of nationally and internationally known entities.

- Represented internationally known media and entertainment company in wrongful discharge, defamation and civil rights violations suit. Resulted in a confidential settlement.
- Represented cable television company in arbitration regarding various wrongful discharge claims by high level executive. Resulted in a confidential settlement.
- Represented New York State public authority in numerous sexual harassment claims by employees against co-workers.

XI. Civic & Municipal Liability

The Firm and its attorneys are experienced and successful in defending claims brought against local and State agencies, authorities and municipalities. The Firm's attorneys have experience defending against claims for constitutional and civil rights violations in the State and Federal Courts of New York State. Through cooperation and coordination with our clients, the Firm has achieved success in defending these claims.

A. Verdicts & Settlements

- Represented County in claim for State and Federal constitutional violations and state tort claims in wrongful death action arising from the County's use of deadly force. Achieved settlement before motion for summary judgment was decided.
- Represent County in defending claims alleging civil rights violations under the Federal and State Constitutions, violations of Federal and State statutory and common law, malicious prosecution, false Imprisonment, wrongful death, assault and negligence.

B. Appeals

- Represented County in multimillion dollar contract dispute with State agency on bond and loan repayment.
- Represented New York State Senate in Court of Appeals challenge of New York State Constitution's speech and debate clause.

XII. Church, Cemetery, Not-for-Profit & Synagogue Liability

The Firm understands the unique nature of the various religious organizations that exist throughout New York State, and its attorneys are experienced and well-versed in the First Amendment and the New York State Religious Corporations Law which gives each denomination the ability to follow its own precepts within the bounds of State and Federal law to regulate the denominations properties and employees and exercise self-determination. In addition, the Firm is experienced in representing not-for-profit organizations and the New York State Not-for-Profit Corporations Law.

A. Dismissals

- Achieved dismissal of claim by atheist organization against the church and church official involving the display of the World Trade Center steel beams in the form of a cross at the World Trade Center Memorial Museum.

- Successfully represented and achieved dismissals for Jewish and Catholic cemeteries in negligent burial claims by surviving family members.
- Successfully represented Union's board members in a dispute involving the creation of a not-for-profit foundation.
- Achieved dismissal on summary judgment on behalf of funeral home against claims for emotional distress and common law tampering with dead bodies through skillful narrowing of claims through a bill of particulars.
- Successfully defeated motion for class certification and achieved dismissal of RICO claims against funeral home for alleged co-mingling of ashes in cremation cases.

B. Appeals

- Successfully defeated plaintiffs' successive appeals to the New York State Appellate Division and Court of Appeals regarding the Archdiocese's interpretation of the New York State Religious Corporations Law and a Church's ability for self-determination.
- Achieved affirmance of the order dismissing the appellants' Article 78 petition. Successfully argued that the appellants were properly removed from their positions as directors, officers and/or members of the charitable fund and that the appellants lacked standing to commence the Article 78 proceeding on behalf of the charitable fund.

XIII. Toxic Torts

The Firm has experience with the ever-changing regulations regarding toxic torts arising from the use and continued exposure to asbestos, lead paint, and mold. The Firm has successfully defended against claims for personal and psychological injuries resulting from exposure to these substances through the use of expert medical and liability testimony by leaders in the field.

- Represented internationally known chain of private clubs in mold exposure case brought by internationally known design firm as a result of mold caused by club's spa facility.
- Achieved dismissal of party in serious lead paint exposure claim involving injuries to multiple children.

- Handling of multiple lead paint claims resulting in settlements far below local norms based on aggressive expert retention, investigation, and determination and impleader of prior tortfeasors.

XIV. Auto Dealership Liability

The Firm has represented an internationally known auto dealership in all manner of tort and contract litigation including, but not limited to, repair, service and installation liability, showroom liability, fraudulent sale and resale of vehicles, and premises liability.

- Achieved dismissal of breach of contract claim against regional luxury car dealership based on allegation of failure to deliver a vehicle. Successfully counterclaimed and obtained a judgment against the plaintiff lessee for breach of contract and fraud involving the exporting of our client's vehicles in violation of the sale contract terms to lease vehicles solely within the United States.
- Represent dealership in multi-plaintiff personal injury litigation resulting when an co-defendant drove a vehicle that had sold and serviced by the dealership, into the first floor of a building that was hosting a holiday party. The co-defendant ran over approximately 20 people in that building.

XV. Corporate Liability

The Firm represents various corporate clients in regulatory matters.

- Represented International hotel chain in Attorney General claims for profiteering on room rates during the time of a national emergency.
- Represented a products manufacturer with various Attorney Generals on claims involving trailer heater fires.

The foregoing is just a sampling of the types of matters that the Firm has handled over its sixty year history. It is our goal to provide the highest level of legal expertise, accessibility, and responsiveness in litigation, trial, arbitration or mediation of claims.

Because the Firm has been intimately involved in the defense of tort claims for such a long period of time, we have excellent relationships with the pre-eminent experts in these fields, as well as private investigators who are retired from various police agencies throughout the state. This would include, *inter alia*, some of the pre-eminent

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experts in accident re-construction, fire safety, playground safety, retail liability, work-site safety, engineering, walkway safety, bio-mechanical engineering, vocational rehabilitation, life care planning, and economics.

After your review and analysis of this correspondence, we would welcome the opportunity to meet in person to discuss our Firm's ability and interest in representing you.

In closing, I thank you for your kind courtesy and consideration of our law firm.

Very truly yours,

Peter James Johnson, Jr.

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.

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

Sworn to before me this 9 day of MAY 2012

[Signature]
Notary Public

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01216269072
Qualified in New York County
My Commission Expires July 13, 2017

Name of submitting business: LEAHY + JOHNSON P. C.

By: PETER J. JOHNSON
Print name
[Signature]
Signature

President
Title

5.9.12
Date

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: Leahy and Johnson, P.C.

Address: 120 Wall Street

City, State and Zip Code: NY, NY 10005

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp Professional Other (specify)

Law Firm

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):

PETER T. JOHNSON

115 E. 9th

NYC NY 10003

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.

SAME AS ABOVE

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

NONE

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

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

NONE

Page 3 of 4

(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.

Dated:

May
9/

2017

Signed:

Peter J. Johnson

Print Name:

PETER J. JOHNSON

Title:

President

Page 4 of 4

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.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Leahey & Johnson, P.C., with an office located at 120 Wall Street, New York, New York 10005 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD17000001 between the County and Counsel, executed on behalf of the County on March 1, 2017 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 1, 2013 until completion of Services (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Maximum Amount"); and

WHEREAS, the County and Counsel desire to increase the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Four Hundred Fifty Thousand Dollars (\$450,000.00) (the "Amendment Maximum Amount"), so that the Maximum Amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this amendment (the "Amended Agreement") shall be Seven Hundred Thousand Dollars (\$700,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LEAHEY & JOHNSON, P.C.

By: 

Name: Peter J. Johnson

Title: President

Date: 5-9-17

NASSAU COUNTY

By: 

Name: Carnell Foskey

Title: County Attorney

Date: 5/19/17

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

COUNTY OF NASSAU)

ss.:

On the 9 day of MAY In the year 2017 before me personally came PETER JOHNSON JR. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of N.Y.; that he or she is the President of Lehigh Valley Steel P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01216207072
Qualified in New York County
My Commission Expires July 13, 2017

STATE OF NEW YORK)

COUNTY OF NASSAU)

ss.:

On the 19th day of May In the year 2017 before me personally came Camell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

STATE OF NEW YORK)

COUNTY OF NASSAU)

ss.:

On the ____ day of _____ In the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Contract ID#: 17000001
COPD16-000-008



Department: County Attorney and Police

Contract Details

SERVICES: Special Counsel

NIFS ID #: 17000001
COPD16-000-008 NIFS Entry Date: 6.15.16 Term: December 1, 2013 - Completion

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department
Name Leahey & Johnson, P.C.	Vendor ID# [REDACTED]	Department Contact Jaclyn Delle
Address 120 Wall Street New York, New York 10005	Contact Person Peter James Johnson Jr.	Address One West Street Mineola, New York 11501
	Phone (212) 269-7308	Phone (516) 571-3034

Routing Slip

DATE	DEPARTMENT	INITIALS / ACTION	DATE	SIGNATURE
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	6/15/16	[Signature]
6/15/16	OMB	NIFS Approval <input checked="" type="checkbox"/>	6/15/16	[Signature]
6/15/16	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	6/15/16	[Signature]
6/15/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/15/16	[Signature]
	Legislative Affairs	Fwd Original K to CA <input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
6/15/16	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	6/15/16	[Signature]
	County Compliance	NIFS Approval <input checked="" type="checkbox"/>	7/1/16	[Signature]
3/1/17	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	3/1/17	[Signature]

17000001
 SPECIAL COUNSEL

Contract ID#: COPD16-0000008Department: County Attorney and Police

Contract Summary

Description: Original Agreement.
Purpose: This is a new outside counsel contract to represent the County in litigation known as <u>Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department</u> , currently at the Notice of Claim stage.
Method of Procurement: A Request for Qualification was issued and a panel of law firms was established. Law firms were considered from the panel. Leahy & Johnson, P.C. is a firm that was added to the panel after the initial Request for Qualification was issued. Leahy & Johnson, P.C. was ultimately selected from among these firms based on their expertise, experience and availability to handle this matter.
Procurement History: New contract. The firm has previously contracted with the County.
Description of General Provisions: As described above
Impact on Funding / Price Analysis: Contract maximum amount \$250,000.00.
Change in Contract from Prior Procurement: N/A
Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	BU-LIT
Control:	60
Resp:	LIT6000
Object:	87987
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 250,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 250,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	BU-LIT6000/87987	\$ 250,000.00
2	PD PDD2-140/DE502	\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 250,000.00

Document Prepared By: M.J. Weyer, A3.Date: 6/15/16

NYS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NYS.	I certify that an unencumbered balance sufficient to cover this contract is available in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>[Signature]</u>	Name: <u>[Signature]</u>	Date: <u>3/1/17</u>
Date: <u>1/31/2017</u>	Date: <u>7/11/16</u> <u>1/31/17</u>	E #: <u>(For Office Use Only)</u>

6-16-14

RULES RESOLUTION NO. 19/-2014

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL
CONTRACT ENTERED INTO BY THE NASSAU COUNTY
ATTORNEY AND LEAHEY & JOHNSON, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-30-14
VOTING:
ayes 5 nays 2 abstained 0 excused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed a special
counsel agreement with Leahey & Johnson, P.C., a copy of which is on file
with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,
the Rules Committee of the Nassau County Legislature affirms the special
counsel contract entered into by the Nassau County Attorney and Leahey &
Johnson, P.C.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Leahey & Johnson, P.C., with an office located at 120 Wall Street, New York, New York 10005 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County is involved in litigation known as Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department, (currently at the Notice of Claim stage); and

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on December 1, 2013 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County in the matter Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department, (currently at the Notice of Claim stage) ("Services"). Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner and Associate \$235.00

(ii) Paralegal/Law Clerk \$85.00

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in

arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time,

enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

- (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of

insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity,

must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. 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.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or

addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included: Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

LEAHEY & JOHNSON, P.C.

By: 

Name: PETER JOHNSON

Title: Partner

Date: March 14 2014

NASSAU COUNTY

By: 

Name: Carnell Foskey

Title: County Attorney

Date: 3/19/14

NASSAU COUNTY

By: 

Name: _____

Title: County Executive

☒ Deputy County Executive

Date: 3/11/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
New York ss.:
COUNTY OF NASSAU)

On the 14 day of MARCH in the year 2017 before me personally came Peter J. Jansen to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Wedge & Shovel, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Anthony Zito
NOTARY PUBLIC

ANTHONY ZITO
NOTARY PUBLIC - STATE OF NEW YORK
No. 01216209072
Qualified in New York County
My Commission Expires July 13, 2017

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01216209072
Qualified in New York County
My Commission Expires July 13, 2017

STATE OF NEW YORK)
New York ss.:
COUNTY OF NASSAU)

On the 14 day of MARCH in the year 2017 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the County Attorney for the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

Anthony Zito
NOTARY PUBLIC

STATE OF NEW YORK)
ss.:
COUNTY OF NASSAU)

On the 1st day of MARCH in the year 2017 before me personally came Edward A. Ward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

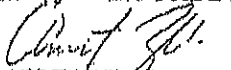
Francis X. Becker II
NOTARY PUBLIC

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 18, 1999
-9-

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 18, 1999

STATE OF NEW YORK
(New York) ss.:
COUNTY OF NASSAU

On the 14 day of MARCH in the year 2017, before me personally came
to me personally known, who, being by me duly sworn, did
depose and say that he or she resides in the County of Nassau; that he or she is the
President of Wesleyan Church, the corporation described
herein and which executed the above instrument; and that he or she signed his or her name thereto
by authority of the board of directors of said corporation.

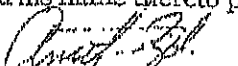

NOTARY PUBLIC

ANTHONY ZITO
NOTARY PUBLIC - STATE OF NEW YORK
No. 01216209072
Qualified in New York County
My Commission Expires July 13, 2017

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01216209072
Qualified in New York County
My Commission Expires July 13, 2017

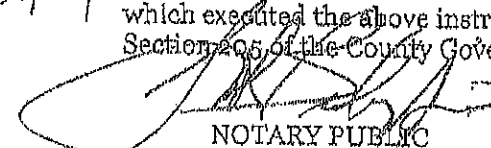
STATE OF NEW YORK
(New York) ss.:
COUNTY OF NASSAU

On the 14 day of MARCH in the year 2017 before me personally came
Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he
resides in the County of Nassau; that he is the County Attorney for the County of Nassau, the
municipal corporation described herein and which executed the above instrument; and that he
signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.


NOTARY PUBLIC

STATE OF NEW YORK
) ss.:
COUNTY OF NASSAU

On the 15 day of MARCH in the year 2017 before me personally came
Edward H. Ward to me personally known, who, being by me duly sworn, did
depose and say that he or she resides in the County of Nassau; that he or she is a
County Executive of the County of Nassau, the municipal corporation described herein and
which executed the above instrument; and that he or she signed his or her name thereto pursuant to
Section 206 of the County Government Law of Nassau County.


NOTARY PUBLIC

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 18, 2018

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 18, 2018

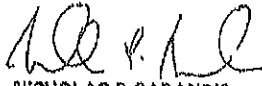
STATE OF NEW YORK)

)ss.

COUNTY OF NASSAU)

On the 10 day of Nov. in the year 2017 before me personally came
Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that
he resides in the County of Nassau; that he is the **County Attorney for the County of**
Nassau, the municipal corporation described herein and which executed the above instrument;
and that he signed his name thereto pursuant to Law, including Nassau County Charter Section
1101.

NOTARY PUBLIC


NICHOLAS P. SARANDIS
NOTARY PUBLIC, State of New York
No. 4761619
Qualified in Nassau County
Commission Expires Dec. 31, 2024

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

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

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE.compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

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

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

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

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

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

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

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

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

PETER JOHNSON (Name)

120 WALL ST - 22ND FLOOR (Address)

MY LING DUONG 212-269-308 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor.

3. In the past five years, Contractor _____ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

March 14, 2014
Dated

P. J. R.
Signature of Chief Executive Officer

PETER J. JOH
Name of Chief Executive Officer

Sworn to before me this

14 day of MARCH, 2014.
Anthony Zito
Notary Public

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01216209072
Qualified in New York County
My Commission Expires July 12, 2017

Ownership Disclosure Statement

Peter James Johnson Jr.

Owner/ Member

120 Wall Street, Suite 2220

New York, NY 10005

(212) 269-7308



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Leahey & Johnson, P.C.

2. Dollar amount requiring NIFA approval: \$ 250,000.00

Amount to be encumbered: \$ 250,000.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: X 12/1/13 through Complete

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Services have commenced in order to begin this time sensitive work.

4. Funding Source:

☐ General Fund (GEN)

☐ Capital Improvement Fund (CAP)

☒ Other

☐ Grant Fund (GRT)

Federal % ☐

State % ☐

County % ☐

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☐ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new outside counsel contract to represent the County in litigation known as Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department, currently at the Notice of Claim stage.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A

Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

3/6/14 - \$50,000 - CQ AT 14000033
4/29/14 - \$85,000 - CQ CL AT 14000008

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

MD Allen 3/23/15
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☒ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Raymond J. Averna Deputy Comptroller 3/23/15
Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Contract ID#: COPD15-000 002

Department: County Attorney and Police

Contract Details

SERVICES: Special CounselNIFS ID #: COPD15-000 002 NIFS Entry Date: 3-10-15 Term: December 1, 2013 - Completion

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department	
Name Leahy & Johnson, P.C.	Vendor ID# 132943775	Department Contact Daniel Gregware	
Address 120 Wall Street New York, New York 10005	Contact Person Peter James Johnson Jr.	Address One West Street Mineola, New York 11501	
	Phone (212) 269-7308	Phone (516) 571-1675	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	
	Department	NIFS Entry (Dept) NIFS Appl (Dept. Head)	<input checked="" type="checkbox"/> 3/10/15	LT Janshal	
3/18/15	OMB	NIFS Approval	<input checked="" type="checkbox"/> 3/19/15	Enem over	ceg Approval YES <input type="checkbox"/> NO <input type="checkbox"/>
3/24/15	County Attorney	CA RES/1 Verification	<input checked="" type="checkbox"/> 3/24/15	Wickmat	
	County Attorney	CA Approval as to form	<input type="checkbox"/> 3/25/15	J. E. S. Se	* See attached mem.
	Leg	Legislative Affairs	<input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/> 3/25/15	J. E. S. Se	
	County Comptroller	NIFS Approval	<input type="checkbox"/> 3/25/15	Bob	
4/1/16	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 4/1/16	CEL	

Contract ID#: COPD15-000 002Department: County Attorney and Police

Contract Summary

Description: Original Agreement.
Purpose: This is a new outside counsel contract to represent the County in litigation known as <u>Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, Individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department</u> , currently at the Notice of Claim stage.
Method of Procurement: A Request for Qualification was issued and a panel of law firms was established. Law firms were considered from the panel. Leahey & Johnson, P.C. is a firm that was added to the panel after the Initial Request for Qualification was issued. Leahey & Johnson, P.C. was ultimately selected from among these firms based on their expertise, experience and availability to handle this matter.
Procurement History: New contract. The firm has previously contracted with the County.
Description of General Provisions: As described above
Impact on Funding / Price Analysis: Contract maximum amount \$250,000.00.
Change in Contract from Prior Procurement: N/A
Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	PDD
Control:	20
Resp:	PDD2700
Object:	87987
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$ 250,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 250,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDD2700/87987	\$ 250,000.00
2		\$
3		\$
4	<i>D. Quato 8/24/15</i>	\$
5		\$
6		\$
TOTAL		\$ 250,000.00

Document Prepared By: Daniel Gregware, Esq.Date: 5/2/14

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name:	Name: <u>[Signature]</u>	Date: <u>4/24/15</u>
Date:	Date: <u>5/15/15</u>	(For Office Use Only) E #:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2017

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

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

PRODUCER Risk Strategies Company 1086 Teaneck Rd, Ste 5B Teaneck, NJ 07666	CONTACT NAME: PHONE (A/C, No, Ext): 201-837-1100 FAX (A/C, No): E-MAIL: ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Insurance Co of Amer INSURER B: Travelers Indemnity Co of America INSURER C: Travelers Indemnity Company INSURER D: State Insurance Fund INSURER E: Continental Casualty Company INSURER F: QBE Insurance Corporation
INSURED Leahey & Johnson, P.C. 120 Wall Street New York NY 10005	NAIC # 19046 25666 25658 36102 20443 39217

COVERAGES

CERTIFICATE NUMBER: 37050822

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:			680-6277L717	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-2631P638	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-7723Y881	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		L 793 943-2	9/13/2016	9/13/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Professional Liability			425215538	9/16/2016	9/16/2017	Per Claim/Aggregate: \$ 8,000,000
F	Professional Liability			QPL0058453	9/16/2016	9/16/2017	Per Claim/Aggregate \$ 2,000,000

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

CERTIFICATE HOLDER

Nassau County
One 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.

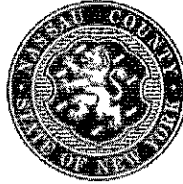
AUTHORIZED REPRESENTATIVE

Mike Christian

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ACORD 25 (2016/03)

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E-19217

NIFS ID:CLPW17000021 Department: Public Works**Capital: X**

SERVICE: Amendment #3 H670008DK On Call Agreement

Contract ID #:CFPW14000013 NIFS Entry Date: 09-AUG-17 Term: from to

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Lockwood, Kessler & Bartlett, Inc	Vendor ID#: 11-1015370
Address: One Aerial Way, Syosset, NY 11791	Contact Person: Steven Hanuszek
	Phone: 516 938 0600

Department:	
Contact Name: Saji Varughese	
Address: 1194 Prospect Ave Westbury, NY 11590	
Phone: 516 571 9651	

2017 SEP 21 10 3 05
 STATE OF NEW YORK
 OFFICE OF THE COMPTROLLER
 CLERK OF THE COMPTROLLER

Routing Slip

Department	NIFS Entry: X	09-AUG-17 -- LDIONISIO
Department	NIFS Approval: X	18-AUG-17 -- KARNOLD
DPW	Capital Fund Approved: X	18-AUG-17 -- KARNOLD
OMB	NIFA Approval: X	14-SEP-17 -- RDALLEVA
OMB	NIFS Approval: X	14-SEP-17 -- MVOCATURA
County Atty.	Insurance Verification: X	18-AUG-17 -- AAMATO
County Atty.	Approval to Form: X	21-AUG-17 -- NSARANDIS
Dep. CE	Approval: X	20-SEP-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	14-SEP-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The original contract was to provide On Call construction Management and Inspection services for all construction activities in the Highway/Bridge unit. This amendment is to extend the expiration date for 18 more months and adding \$500,000.00 to the cap. The new total amount that the County shall pay to the firm as full consideration for services not to exceed two million one hundred fifty thousand (\$2,150,000.00) dollars.
Method of Procurement: This contract was previously selected through an open competitive process.
Procurement History: The contract was previously selected through an open competitive process. This is an amendment to extend the expiration date for 18 more months and adding \$500,000.00 to the cap
Description of General Provisions: This is an amendment to extend the expiration date for 18 more months and adding \$500,000.00 to the cap
Impact on Funding / Price Analysis: With this amendment, there is \$500,000.00 increase in funding. the new total amount that the County shall pay to the firm as full consideration for services not to exceed two million one hundred fifty thousand (\$2,150,000.00) dollars as per this amendment. However at the current time, DPW is encumbering only \$250,000.00 for CM of resurfacing various Nassau County roadways.
Change in Contract from Prior Procurement: The contract amendment #3 will amend the expiration date for 18 more months and adding \$500,000.00 to the cap
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		14	PWCAPCAP/61587/00003	\$ 250,000.00
Control:	61	Contract:				\$ 0.00
Resp:	587	County	\$ 0.00			\$ 0.00
Object:	00003	Federal	\$ 0.00			\$ 0.00
Transaction:	CL	State	\$ 0.00			\$ 0.00
Project #:	61587	Capital	\$ 250,000.00			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 250,000.00		TOTAL	\$ 250,000.00
RENEWAL						
% Increase						
% Decrease						

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** Lockwood, Kessler & Bartlett, Inc

2. **Dollar amount requiring NIFA approval:** \$250000

Amount to be encumbered: \$250000

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. **Contract Term: 18 more months**

Has work or services on this contract commenced? Y

If yes, please explain: This is an amendment to existing contract

4. **Funding Source:**

General Fund (GEN)

Grant Fund (GRT)

X Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

The original contract was to provide On Call construction Management and Inspection services for all construction activities in the Highway/Bridge unit. This amendment is to extend the expiration date for 18 more months and adding \$500,000.00 to the cap. The new total amount that the County shall pay to the firm as full consideration for services not to exceed two million one hundred fifty thousand (\$2,150,000.00) dollars.

6. **Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. **Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

RDALLEVA

14-SEP-17

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

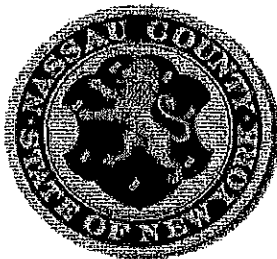
RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOCKWOOD, KESSLER & BARTLETT, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood, Kessler & Bartlett, Inc. in connection with Construction Management/Inspection services for all construction activities in the Highway/Bridge Unit, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Lockwood, Kessler & Bartlett, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Lockwood, Kessler & Bartlett, Inc,

CONTRACTOR ADDRESS: One Aerial Way, Syosset, N Y 11791

FEDERAL TAX ID #: 11-1015370

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 5/5/2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by public

notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

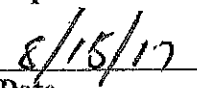
IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 03/16



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? If yes, to what campaign committee?

No

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Lockwood, Kessler & Bartlett, Inc.

Dated: June 22, 2017

Signed:

Print Name: Andre Haddad, PE

Title: President/CEO



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers 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? If yes, to what campaign committee?

None

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 6/22/2017

Signed:



Print Name:

Andre Haddad, PE

Title:

President/CEO

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.

The term "lobbying" or "lobbying activities" **does not include**: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

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 Andre Haddad, PE
Date of birth 6 / 3 / 1950
Home address [REDACTED]
City/state/zip [REDACTED]
Business address One Aerial Way
City/state/zip Syosset, NY 11791
Telephone 516-938-0600
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President 10 / 1 / 1997 Treasurer / /
Chairman of Board 1 / 17 / 1999 Shareholder / /
Chief Exec. Officer 1 / 17 / 1999 Secretary / /
Chief Financial Officer / / Partner / /
Vice President 10 / 1 / 1994 / /
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. 31% ownership of LKB Group, LLC, the parent holding company.
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 X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO
If Yes, provide details. (See attached chart.)

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 X
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 X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

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

APPENDIX J

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.

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

Sworn to before me this 22nd day of June 2017


Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Andre Haddad, PE

Print name


Signature

President/CEO

Title

Date

6/22/2017

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 Steven Hanuszek
Date of birth 11 / 24 / 1951
Home address [REDACTED]
City/state/zip [REDACTED]
Business address One Aerial Way
City/state/zip Syosset, NY 11791
Telephone 516-938-0600
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 10 / / 1988 Executive V.P. 1 / 17 / 1999
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details, 33% ownership of LKB Group, LLC, the parent holding company.
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 X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ; If Yes, provide details. (See attached chart.)

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 X
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 X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction:

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

CERTIFICATION

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

Sworn to before me this 22nd day of June 2017

Debra Marino
Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified In Nassau County
My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Steven Hanuszek, PE

Print name

Steven Hanuszek
Signature

Executive Vice President

Title

Date 6/22/2017

PRINCIPAL QUESTIONNAIRE FORM

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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 Marian Wypyski,
Date of birth 8 / 6 / 1961
Home address [REDACTED]
City/state/zip [REDACTED]
Business address One Aerial Way
City/state/zip Syosset, NY 11791
Telephone 516-938-0600
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President _____ Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) Director of Civil Engineering - 8/1/2009
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. 24% ownership of LKB Group, LLC, the parent holding company.
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 X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____
If Yes, provide details. (See attached chart.)

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 X
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 X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

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

CERTIFICATION

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

Sworn to before me this 22nd day of June 2017

Debra Marino
Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Marian Wypyski, PE

Print name

Marian Wypyski

Signature

Director of Civil Engineering

Title

Date 6/22/2017

PRINCIPAL QUESTIONNAIRE FORM

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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 Raymond Wegener
Date of birth 9 / 19 / 1950
Home address [REDACTED]
City/state/zip [REDACTED]
Business address One Aerial Way
City/state/zip Syosset, NY 11791
Telephone 516-938-0600
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other) Project Engineer - 1980
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. 12% ownership of LKB Group, LLC, the parent holding company.
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 X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ; If Yes, provide details. (See attached chart.)

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 X
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 X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

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

CERTIFICATION

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

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

Sworn to before me this 22nd day of June 2017


Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Raymond Wegener

Print name

Signature

Project Engineer

Title

Date 6/22/2017

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 Brian Ednie
Date of birth 11 / 5 / 1962
Home address [REDACTED]
City/state/zip [REDACTED]
Business address One Aerial Way
City/state/zip Syosset, NY 11791
Telephone 516-938-0600
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 7 / 2 / 2007 _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X;
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 X
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 X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

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

CERTIFICATION

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

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

Sworn to before me this Monday day of June 2017


Notary Public

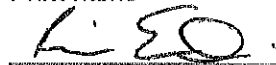
DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Brian Ednie, PE

Print name



Signature

Vice President - Civil Engineering

Title

6 / 22 / 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Paul Lappano
Date of birth 12 / 01 / 1953
Home address [REDACTED]
City/state/zip [REDACTED]
Business address One Aerial Way
City/state/zip Syosset, NY 11791
Telephone 516-938-0600
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 3 / 10 / 2008
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO
If Yes, provide details. See attached chart.

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 X
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 X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

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

CERTIFICATION

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

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

Sworn to before me this 22nd day of June 2017

Debra Marino

Notary Public

DEBRA MARINO

NOTARY PUBLIC-STATE OF NEW YORK

No. 01MA6323867

Qualified in Nassau County

My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Paul Lappano, PE, BCEE, LEED AP

Print name

Paul Lappano

Signature

Vice President - Environmental Services

Date 6/22/2017

LKB Group, LLC 11-3467828		
Principal Owner	Title	Share
Andre Haddad	Chairman of the Board of Managers	31%
Steven Hanuszek	Manager	33%
Marian Wypyski	Manager	24%
Ray Wegener	Member	12%

One Aerial Way Realty, LLC 11-3467829		
Principal Owner	Title	Share
LKB Group, LLC		100%

Lockwood Enterprises of New York, Inc. 11-3467879		
Principal Owner	Title	Share
LKB Group, LLC		100%
Officers		
Andre Haddad	President & CEO	
Steven Hanuszek	Executive Vice President	
Marian Wypyski	Director	
Brian Ednie	Vice President	
Paul Lappano	Vice President	

Lockwood, Kessler & Bartlett, Inc. 11-1015370		
Principal Owner	Title	Share
Lockwood Enterprises of New York, Inc.		100%
Officers		
Andre Haddad	President, CEO & Director	
Steven Hanuszek	EVP, Secretary & Director	
Marian Wypyski	Director	

Alemco Development Corporation 13-2571497		
Principal Owner	Title	Share
Lockwood, Kessler & Bartlett, Inc.		100%
Officers		
Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

LKB Environmental Services, Inc. 16-0847122		
Principal Owner	Title	Share
Lockwood, Kessler & Bartlett, Inc.		100%
Officers		
Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

LKB Mapping, Inc. 54-0841793		
Principal Owner	Title	Share
Lockwood, Kessler & Bartlett, Inc.		100%
Officers		
Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

Business History Form

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

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

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

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

Date: June 22, 2017

Lockwood, Kessler & Bartlett, Inc.

- 1) Proposer's Legal Name: _____
2) Address of Place of Business: One Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years:

361 Manville Road, Pleasantville, NY 10870 and One Exchange Place, 21 West Main Street, Waterbury, CT 06702

- 3) Mailing Address (if different): Same as above

Phone : 516-938-0600

Does the business own or rent its facilities? Rent

- 4) Dun and Bradstreet number: 006994487

- 5) Federal I.D. Number: 11-1015370

- 6) The proposer is a (check one): _____ Sole Proprietorship _____ Partnership X
Corporation _____ Other (Describe) _____

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

- 8) Does this business control one or more other businesses? Yes X No _____ If Yes, please provide details: See attached

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☒ No ☐ If Yes, provide details. Please see attached
-
- 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. _____
-
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
-
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
-
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
-
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction. _____

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 conviction. _____

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 occurrence. _____

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

Executive management reviews all contracts for conflicts of interest. In the event of a potential conflict, or the appearance of a conflict of interest is perceived, the County will be notified and the issue resolved to the satisfaction of the County.

- 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.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; Date of Incorporation: August 4, 1934
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Please refer to the attached
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 100
- vi) Annual revenue of firm; \$12-15M
- vii) Summary of relevant accomplishments Please refer to Section C of the Proposal
- viii) Copies of all state and local licenses and permits. Please refer to the attached

B. Indicate number of years in business. 128 years

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

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 Westchester County Department of Public Works

Contact Person Scott Donnelly

Address 148 Martine Avenue, Room 512

City/State White Plains, NY 10601

Telephone 914-995-8110

Fax # _____

E-Mail Address rsd1@westchestergov.com

Company Suffolk County Department of Public Works
Contact Person Gilbert Anderson, PE
Address 335 Yaphank Avenue
City/State Yaphank, NY 11980
Telephone 631-852-4010
Fax # 631-852-4150
E-Mail Address gilbert.anderson@suffolkcountyny.gov

Company Town of Oyster Bay, Department of Public Works
Contact Person Matt Russo, PE
Address 150 Miller Place
City/State Syosset, NY 11791
Telephone 516-677-5719
Fax # _____
E-Mail Address Mrusso@oysterbay-ny.gov

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.

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

Sworn to before me this 22nd day of June

2017


Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

Name of submitting business: Lockwood, Kessler & Bartlett, Inc.

By: Andre Haddad, PE

Print name

Signature

President/CEO

Title

Date 6/22/2017

LKB Group, LLC 11-3467828			
Principal Owner	Title		Share
Andre Haddad	Chairman of the Board of Managers		31%
Steven Hanuszek	Manager		33%
Marian Wypyski	Manager		24%
Ray Wegener	Member		12%

One Aerial Way Realty, LLC 11-3467829			
Principal Owner	Share		
LKB Group, LLC	100%		

Lockwood Enterprises of New York, Inc. 11-3467879			
Principal Owner	Share		
LKB Group, LLC	100%		
Officers			
	Title		
Andre Haddad	President & CEO		
Steven Hanuszek	Executive Vice President		
Marian Wypyski	Director		

Lockwood, Kessler & Bartlett, Inc. 11-1015370			
Principal Owner	Share		
Lockwood Enterprises of New York, Inc.	100%		
Officers			
	Title		
Andre Haddad	President, CEO & Director		
Steven Hanuszek	EVP, Secretary & Director		
Marian Wypyski	Director		
Brian Ednie	Vice President		
Paul Lappano	Vice President		

Alenco Development Corporation 13-2571497			
Principal Owner	Share		
Lockwood, Kessler & Bartlett, Inc.	100%		
Officers			
	Title		
Andre Haddad	President		
Steven Hanuszek	Executive Vice President		

LKB Environmental Services, Inc. 16-0847122			
Principal Owner	Share		
Lockwood, Kessler & Bartlett, Inc.	100%		
Officers			
	Title		
Andre Haddad	President		
Steven Hanuszek	Executive Vice President		

LKB Mapping, Inc. 54-0841793			
Principal Owner	Share		
Lockwood, Kessler & Bartlett, Inc.	100%		
Officers			
	Title		
Andre Haddad	President		
Steven Hanuszek	Executive Vice President		

Attachment to Business History

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:

Andre Haddad, PE, President/Director, [REDACTED]
Steven Hanuszek, PE, Executive V.P./Director, [REDACTED]
Marian Wypyski, PE, Director, [REDACTED]
Raymond Wegener, Member, [REDACTED]

iii) Name, address and position of all officers and directors of the company:

Andre Haddad, PE, President/Director, [REDACTED]
Steven Hanuszek, PE, Executive V.P./Director, [REDACTED]
Marian Wypyski, PE, Director, [REDACTED]
Brian Ednie, PE, Vice President, [REDACTED]
Paul Lappano, PE, Vice President, [REDACTED]

viii) Copies of all state and local licenses and permits – see attached

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

LOCKWOOD KESSLER & BARTLETT INC
ONE AERIAL WAY
SYOSSET, NY 11791-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2015 TO 12/31/2017.

Douglas E. Lentivich
DOUGLAS E. LENTIVICH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011849



John B. King
JOHN B. KING
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

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

1. Name of the Entity: Lockwood, Kessler & Bartlett, Inc.

Address: One Aerial Way

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 11-1015370

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co X Closely Held Corp Other (specify)

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

Principals/Officers:

Andre Haddad, PE, President/Director, [REDACTED]

Steven Hanuszek, PE, Executive Vice President/Director, [REDACTED]

Marian Wypyski, PE, Director, [REDACTED]

Brian Ednie, PE, Vice President, [REDACTED]

Paul Lappano, PE, Vice President, [REDACTED]

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.

Principal Owner: Lockwood Enterprises of New York, Inc., One Aerial Way, Syosset, NY 11791

Lockwood Enterprises of N.Y. is 100% owned by LKB Group, LLC, whose members are:

Andre Haddad, PE, President/Director, [REDACTED]

Steven Hanuszek, PE, Executive V.P./Director, [REDACTED]

Marian Wypyski, PE, Director, [REDACTED]

Raymond Wegener, Member, [REDACTED]

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.

Subsidiaries: Alemco Development Corp.

LKB Environmental Services, Inc.

LKB Mapping, Inc.

Affiliate: One Aerial Way Realty, LLC

NONE of the subsidiaries/affiliates will be performing under this agreement.

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.

(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.

Dated: 6/22/2017

Signed: 

Print Name: Andre Haddad, PE

Title: President/CEO

Page 4 of 4

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.

AMENDMENT NO. 3

This AMENDMENT Number 3, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., having its principal office at One Aerial Way, Syosset, NY 11791, (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term") and then extended one more year up to May 4, 2017.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment 1 and 2, as full compensation for the Services, was One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00) (the "Maximum Amount")

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and extend the contract for 18 more months,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

Term. Section 1 Term of this agreement in consideration shall be revised to add 18 more months to this agreement from the date of expiration of the original agreement. The new termination date for this agreement shall be November 4, 2018 (the new amended date).

Payment. Section 3(a) Amount of Consideration shall be revised to increase it by Five Hundred Thousand Dollars (\$500,000.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed Two Million One Hundred and Fifty Thousand Dollars (\$2,150,000.00) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

Full Force and Effect. All other conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Lockwood, Kessler and Bartlett, Inc.

By: _____

Name: _____

Title: _____

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

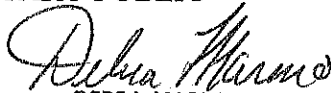
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 22nd day of June in the year 2017 before me personally came Steven HANUSZEK to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Exec. V.P. of Lockwood, Kessler & Bartlett Inc the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



DEBRA MARINO

NOTARY PUBLIC-STATE OF NEW YORK

No. 01MA6323867

Qualified in Nassau County

My Commission Expires April 27, 2019

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

i

i

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Rakhal Maitra, Deputy Commissioner

DATE: July 12, 2017

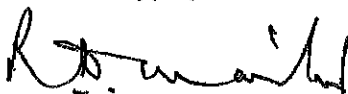
SUBJECT: On-Call CM Services -- Highway/Bridge
Agreement No. H670008DK
Extension of "On Call" Agreement
"On Call" Construction Management/Inspection Services for Civil/Site

The Department of Public Works procured Lockwood, Kessler and Bartlett, Inc., to provide "On Call" Construction Management and Inspection services through RFP and this agreement was signed on May 5, 2014, for two (2) years with a one (1) year extension at the Commissioner's discretion. On March 18, 2016, the Commissioner extended this agreement for one (1) more year up to May 4, 2017.

The Department of Public Works is requesting this agreement to be extended eighteen (18) more months from the date of expiration and also increase the cap by five hundred thousand dollars (\$500,000.00). The total maximum amount that the County shall pay to the Firm as full consideration for Services shall not exceed two million one hundred and fifty thousand dollars (\$2,150,000.00) (the "Amended Maximum Amount").

All the terms and conditions of the original agreement shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.



Rakhal Maitra
Deputy Commissioner

RM:WSN:KGA:ac

c: Shila Shah-Gavnoudias, Commissioner
William S. Nimmo, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Loretta Dionisio, Hydrogeologist II
Saji Varughese, Construction Inspector II

APPROVED:


Richard R. Walker
Chief Deputy County Executive

Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/3/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME: Alyson Lavery PHONE (A/C, No, Ext): 516-869-8788 E-MAIL ADDRESS: mbuonomo@genattgrp.com FAX (A/C, No): 1-516-706-2973	
INSURED Lockwood, Kessler & Bartlett, Inc. One Aerial Way Syosset NY 11791-NY		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Travelers Indemnity Compan 25658	
		INSURER B: Travelers Indemnity Co of Amer 25666	
		INSURER C: Atlantic Specialty Insurance Compan 27154	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1021090048

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EBL CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6806H809894	1/31/2017	1/31/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA9A487981	1/31/2017	1/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP003864T724	1/31/2017	1/31/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB3941T46916	8/31/2016	8/31/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	PROFESSIONAL LIABILITY		DPL650217	3/21/2017	3/21/2018	\$5MILL PER CLAIM \$5MILL PER AGG

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

RE: "ON-CALL" HIGHWAY, BRIDGE AND ROADWAY CONSTRUCTION MANAGEMENT/CONSTRUCTION INSPECTION AND RELATED PROFESSIONAL SERVICES
NASSAU COUNTY IS INCLUDED AS ADDITIONAL INSURED FOR ALL POLICIES EXCEPT PROFESSIONAL LIABILITY.

CERTIFICATE HOLDER**CANCELLATION 30 DAY**

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS 1194 PROSPECT AVENUE WESTBURY NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19180-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative
Andre Haddad, PE, President/CEO

mldly
6/22/17

Signature



Date

Name of Organization

Lockwood, Kessler & Bartlett, Inc.

Address of Organization

One Aerial Way, Syosset, NY 11791

Contract ID#: H670008DK



CLPW15000050

Department: Public Works

E-245-15
CF**CF (Capital)****Contract Details**

SERVICE Construction Management/

Inspection

NIFS ID #: CFPW14000013 NIFS Entry Date: 12/2/15 Term: from 5/5/14 to 5/4/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #2	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor	
Name Lockwood, Kessler and Bartlett, Inc.	Vendor ID# 11-1015370
Address One Aerial Way Syosset, NY, 11791	Contact Person Steven Hanuszek Phone 516 938 0600 ext. 205

County Department	
Department Contact Richard Indevalo, Jr, Superintendent of highway & Drainage Construction, NCDPW	
Address 1194 prospect Ave, Westbury, NY 11590	
Phone 516 571 6824	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required	
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	12/2/15	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	12/2/15	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/>	12/14/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
12/14/15	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	12/14/15	<i>[Signature]</i>	
12/14/15	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	12/14/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>			
	County Attorney	NIFS Approval	<input type="checkbox"/>	12/22/15	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	12/22/15	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	11/11/16	<i>[Signature]</i>	



Contract Summary

Description: Provide Professional Construction Management Services for Highway/ Bridge construction.
Purpose: The original contract was to provide "on Call" Professional Construction Management/Inspection Services for all construction activities in the Highway/Bridge unit. This amendment is to increase the Maximum amount by \$500,000.00.
Method of Procurement: The contractor was previously selected through an open competitive RFP process.
Procurement History: The contractor was selected through an open competitive RFP process. This is the second amendment.
Description of General Provisions: This amendment is to increase the Maximum Amount proposed in the first amendment by \$500,000.00.
Impact on Funding / Price Analysis: The Maximum Amount in the first amendment shall be increased by \$500,000.00. The maximum amount payable to the contractor is \$1,650,000.00.
Change in Contract from Prior Procurement: The Contract amendment #2 will amend the scope of services to include and increase the Maximum Amount of the Amendment Agreement by \$500,000.00.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00003
Transaction:	CF

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$500,000.00

10/1/16

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$0.01

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name _____	Name _____	Date _____
Date _____	Date _____	(For Office Use Only)
1/25/16	1/22/2016	E #:

E-245.15

RULES RESOLUTION NO. 312-201

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOCKWOOD, KESSLER AND BARTLETT, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/21/15
VOTING:
ayes 4 nays 0 abstained 3 excused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood, Kessler & Bartlett, Inc. for "on-call" construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Lockwood, Kessler & Bartlett, Inc.

RULES RESOLUTION NO. -201

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC
WORKS AND LOCKWOOD, KESSLER AND BARTLETT, INC.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Lockwood, Kessler & Bartlett, Inc. for "on-call"
construction management services, a copy of which is on file with the Clerk
of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said amendment
to an agreement with Lockwood, Kessler & Bartlett, Inc.

AMENDMENT NO. 2

This AMENDMENT Number 2, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., having its principal office at One Aerial Way, Syosset, NY 11791, (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment 1, as full compensation for the Services, was One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00) (the "Maximum Amount")

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

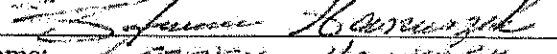
NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

Payment. Section 3(a) Amount of Consideration shall be revised to increase it by Five Hundred Thousand Dollars (\$500,000.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed One Million Six Hundred and Fifty Thousand Dollars (\$1,650,000.00) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.


Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Lockwood, Kessler and Bartlett, Inc.

By: 
Name: STEVEN HAUZSKA
Title: EXEC. V.P.
Date: 11/18/15

NASSAU COUNTY

By: 
Name: Charles Ryland
Title: County Executive
☒ Deputy County Executive
Date: 4/6/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 18th day of November in the year 2015 before me personally came KEVIN HAMILTON to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Exec. V.P. of Lockwood Kester & Bartlett, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

SHARON FRISINA
Notary Public, State of New York
No. 01FF3000961
Qualified in Suffolk County
Commission Expires Dec. 29, 2017

Sharon Frisina

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 18 day of APRIL in the year 2016 before me personally came CHARLES RIBANDO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Samantha Ashley Goetz



George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Lockwood, Kessler & Bartlett, Inc.

CONTRACTOR ADDRESS: One Aerial Way, Syosset, N Y 11791

FEDERAL TAX ID #: 11-1015370

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 5/5/2014. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

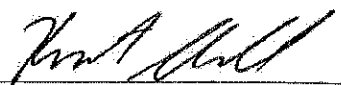
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature
12/9/15
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts; Rev. 09/15

COUNTY OF NASSAU

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

1. Name of the Entity: Lockwood, Kessler & Bartlett, Inc.

Address: One Aerial Way

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 11-1015370

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

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

Andre Haddad, PE President/Director [REDACTED]

Steven Hanuszek, PE Executive Vice President [REDACTED]

Marian Wypyski, PE Director [REDACTED]

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.

Principal Owner:

Lockwood Enterprises of New York, Inc. One Aerial Way, Syosset, NY 11791

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.

Alemco Development Corporation*

LKB Environmental Services, Inc.*

LKB Mapping, Inc.*

* None of these companies will participate in the performance of this contract.

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

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

N/A

Page 3 of 4

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

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

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

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

Dated: 12/3/2015

Signed:



Print Name: Andre Haddad, PE

Title: President/CEO

Page 4 of 4:

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.

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

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

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

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

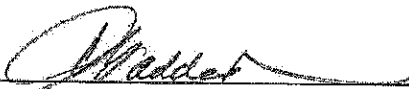
N/A

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

N/A

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

Dated: 11/18/2015

Signed: 

Print Name: Andre Haddad, PE

Title: President/CEO

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.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

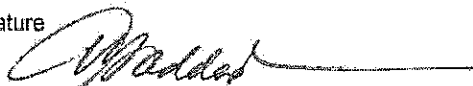
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Andre Haddad, PE, President/CEO

mldlyy
11/18/2015

Signature



Date

11/18/2015

Name of Organization

Lockwood, Kessler & Bartlett, Inc.

Address of Organization

One Aerial Way, Syosset, NY 11791

Business History Form

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

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

Date: 11/18/2015

1) Bidder's/Proposer's Legal Name: Lockwood, Kessler & Bartlett, Inc.

2) Address of Place of Business: One Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years:

351 Marville Road, Pleasantville, NY 10570 and One Exchange Place, 21 West Main Street, Waterbury, CT 06702

3) Mailing Address (if different): _____

Phone : 516-938-0600

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 006994487

5) Federal I.D. Number: 11-1015370

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

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

8) Does this business control one or more other businesses? Yes X No If Yes, please provide details: Please see attached

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

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

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

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

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

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

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

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

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

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

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

occurrence. _____

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

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

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

17) Conflict of Interest:

a) Please disclose:

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

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

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

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

Attachments to Business History Form

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

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

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

- i) Date of formation; Date of Incorporation: August 4, 1934
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Please refer to Consultant's Disclosure Form
- iii) Name, address and position of all officers and directors of the company; Please refer to Consultant's Disclosure Form
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 100
- vi) Annual revenue of firm; \$12-\$15M
- vii) Summary of relevant accomplishments Please refer to Section C of the Proposal
- viii) Copies of all state and local licenses and permits. Please refer to Section G of the Proposal

- B. Indicate number of years in business. 126 years

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

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

Company Nassau County Department of Public Works

Contact Person Shila Shah-Gavnoudias, PE, Commissioner

Address 1194 Prospect Avenue

City/State Westbury, NY 11590

Telephone 516-571-9604

Fax # _____

E-Mail Address sshahgavnoudias@nassaucountyny.gov

Company Suffolk County Department of Public Works

Contact Person Gilbert Anderson, PE

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone 631-852-4010

Fax # 631-852-4150

E-Mail Address gilbert.anderson@suffolkcountyny.gov

Company Town of Oyster Bay Department of Public Works

Contact Person Matt Russo, PE

Address 150 Miller Place

City/State Syosset, NY 11791

Telephone 516-877-5719

Fax # _____

E-Mail Address Mrusso@oysterbay-ny.gov

CERTIFICATION

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

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

Sworn to before me this 18th day of November 2015


Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019
Lockwood, Kessler & Bartlett, Inc.

Name of submitting business:

By: Andre Haddad, PE

Print name

Signature

President/CEO

Title

11 / 18 / 2015
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Andre Haddad
Date of birth 6 / 3 / 1950
Home address [REDACTED]
City/state/zip [REDACTED]
Business address One Aerial Way
City/state/zip Syosset, NY 11791
Telephone 516-938-0600
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 10 / 1 / 1997 Treasurer _____
Chairman of Board 1 / 17 / 1999 Shareholder _____
Chief Exec. Officer 1 / 17 / 1999 Secretary _____
Chief Financial Officer _____ Partner _____
Vice President 10 / 1 / 1994 _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO ____ YES X If Yes, provide details. Mr. Haddad has an equity interest in LKB Group, LLC, which owns Lockwood Enterprises of New York, Inc., which owns Lockwood, Kessler & Bartlett, Inc.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ____ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ____ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ____ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ____ If Yes, provide details for each such occurrence.

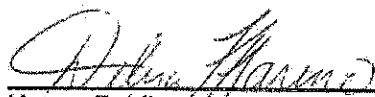
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 6? NO X YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ____ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 18 day of November 2015



Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Andre Haddad, PE

Print name



Signature

President / CEO

Title

11 / 18 / 2015
Date

DOUBLE-SIDED

Contract ID#: H670008DK



CLPW14000051

Department: Public Works

E-280-14
CF

CF (Capital)

Contract Details

SERVICE: Construction Management Inspection

NIFS ID #: CFPW14000013 NIFS Entry Date: 11/20/14 Term: from 5/5/2014 to 5/4/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #1	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department	
Name Lockwood, Kessler and Bartlett, Inc.	Vendor ID# 111-015370	Department Contact Richard Iadevaio, Jr. Superintendent of Highway & Drainage Construction, NCDPW	Address 1194 Prospect Ave. Westbury, NY 11590 Phone 516-571-6824
Address One Aerial Way Syosset, NY 11791	Contact Person Steven Hannuszek Phone 516-938-0600 Ext. 205		

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	11/19/14	JCC	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	11/19/14	Noted	
	OMB	NIFS Approval <input type="checkbox"/>	11/21/14	Noted	YES <input type="checkbox"/> NO <input type="checkbox"/> Not required if blanket res.
11/21/14	County Attorney	CA, RE & Insurance Verification <input checked="" type="checkbox"/>	11/21/14	Noted	YES <input type="checkbox"/> NO <input type="checkbox"/>
11/21/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/21/14	Noted	YES <input type="checkbox"/> NO <input type="checkbox"/>
	Legislative Affairs	Pw'd Original Contract to CA <input type="checkbox"/>	11/21/14	Noted	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		Noted	
	County Attorney	NIFS Approval <input type="checkbox"/>	11/21/14	Noted	
	Comptroller	NIFS Approval <input type="checkbox"/>	11/21/14	Noted	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	11/21/14	Noted	

DOUBLE-SIDED

Contract ID#: H670008DK



Department: Public Works

CLPW14000051

CF (Capital)

Contract Details

SERVICE: Construction Management Inspection

NIFS ID #: CFPW14000013 NIFS Entry Date: 11/20/14 Term: from 5/5/2014 to 5/4/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #1
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Lockwood, Kessler and Bartlett, Inc.	Vendor ID# 111-015370
Address One Aerial Way Syosset, NY 11791	Contact Person Steven Hamuszek
	Phone 516-938-0600 Ext. 205

County Department
Department Contact Richard Iadevaio, Jr. Superintendent of Highway & Drainage Construction, NCDPW
Address 1194 Prospect Ave. Westbury, NY 11590
Phone 516-571-6824

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	11/18/14	<input type="checkbox"/>
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	11/14/14	<input type="checkbox"/>
	OMB	NIFS Approval	<input type="checkbox"/>	11/21/14	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
11/21/14	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	11/21/14	<input type="checkbox"/>
11/21/14	County Attorney	CA Approval as to form	<input type="checkbox"/>	11/21/14	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fr'd Original Contract to CA	<input type="checkbox"/>	11/21/14	<input type="checkbox"/>
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
	County Attorney	NIFS Approval	<input type="checkbox"/>	11/21/14	<input type="checkbox"/>
	Comptroller	NIFS Approval	<input type="checkbox"/>	11/21/14	<input type="checkbox"/>
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	11/21/14	<input type="checkbox"/>

Contract ID#: H670008DKDepartment: Public Works

Contract Summary

Description: Provide Professional Construction Management Services for Highway/Bridge Construction - Amendment #1
Purpose: The original contract was to provide "On Call" Professional Construction Management/Inspection Services for all construction activities in the Highway/Bridge unit. This amendment is to increase the Maximum Amount by \$500,000.
Method of Procurement: The contractor was previously selected through an open competitive RFP process.
Procurement History: The contractor was selected through an open competitive RFP process. This is the first amendment.
Description of General Provisions: This Amendment is to increase the Maximum Amount proposed in the original agreement by \$500,000.
Impact on Funding / Price Analysis: The Maximum Amount in the Original Agreement shall be increased by \$500,000. The maximum amount payable to the contractor is \$1,150,000.
Change in Contract from Prior Procurement: The contract Amendment #1 will amend the scope of services to include and increase the Maximum Amount of the Original Agreement by \$500,000.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00003
Transaction:	CP

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>[Signature]</u>	Name: <u>[Signature]</u>	Date: <u>12/9/14</u>
Date: <u>11/11/15</u>	Date: <u>11/11/15</u>	E #: _____

E-280-14

RULES RESOLUTION NO. 312 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND
LOCKWOOD, KESSLER & BARTLETT, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12-1-14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Lockwood, Kessler & Bartlett, Inc. for "on-call"
construction management services, a copy of which is on file with the Clerk
of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to agreement with Lockwood, Kessler & Bartlett, Inc.

RULES RESOLUTION NO. -- 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND
LOCKWOOD, KESSLER & BARTLETT, INC.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Lockwood, Kessler & Bartlett, Inc. for "on-call"
construction management services, a copy of which is on file with the Clerk
of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to agreement with Lockwood, Kessler & Bartlett, Inc.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars (\$650,000) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Payment. Section 3(a) Amount of Consideration shall be increased by Five Hundred Thousand Dollars (\$500,000), so that the total Maximum Amount that the County shall pay the Firm as full consideration for Services shall not exceed One Million One Hundred and Fifty Thousand Dollars (\$1,150,000) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Lockwood, Kessler and Bartlett, Inc.

By: 

Name:

STEVEN HANZSEK

Title:

EXEC. V.P.

Date:

10/23/14

NASSAU COUNTY

By: 

Name:

Richard E. Walker

Title:

County Executive

☒ Deputy County Executive

Date:

12/19/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23rd day of October in the year 2014 before me personally came Steven Hanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Executive V.P. of Lockwood, Kessler & Bartlett, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Joan Algios
NOTARY PUBLIC

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/18

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2014 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars (\$650,000) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Payment. Section 3(a) Amount of Consideration shall be increased by Five Hundred Thousand Dollars (\$500,000), so that the total Maximum Amount that the County shall pay the Firm as full consideration for Services shall not exceed One Million One Hundred and Fifty Thousand Dollars (\$1,150,000) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Lockwood, Kessler and Bartlett, Inc.

By: [Signature]
Name: STEVEN HANDZISK
Title: EXEC. V.P.
Date: 10/23/14

NASSAU COUNTY

By: [Signature]
Name: Richard R. Waller
Title: County Executive
☒ Deputy County Executive
Date: 1/16/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23rd day of October in the year 2014 before me personally came Steven Hanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Executive V.P. of Lockwood, Kessler & Bartlett the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Joan Algios
NOTARY PUBLIC

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/18

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 6 day of January in the year 2015 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01FE258026
Qualified in Nassau County
Commission Expires April 02, 2016

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Andre Haddad

(Name)

[REDACTED]

(Address)

516-938-0600

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

10/25/14
Dated


Signature of Chief Executive Officer

Andre Haddad
Name of Chief Executive Officer

Sworn to before me this

29th day of October, 2014


Notary Public

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/18

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Alemco Development Corporation
Address: One Aerial Way
City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 13-2571477

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

4. List names and address 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 sheet (s) if necessary)

Andre Haddad

President & CEO

Steven Hanuszek

Exec. V.P. & Secretary

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

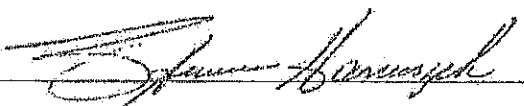
Dated: 10/23/14

Signed: 

Print Name: Steven Hanuszek

Title: Exec. Vice President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LKB Environmental Services, Inc.
Address: One Aerial Way
City and State: Syosset, New York Zip Code 11791
2. Firm's Vendor Identification Number: 16-0847122
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company X Closely Held Corp. _____ Other (specify) _____
4. List names and address 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 sheet (s) if necessary)
- | | |
|------------------------|-----------------------------------|
| <u>Andre Haddad</u> | <u>President & CEO</u> |
| <u>Steven Hanuszek</u> | <u>Exec. V.P. & Secretary</u> |
| | |
| | |
| | |
| | |
| | |
5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
- 100% owned by Lockwood, Kessler & Bartlett, Inc.
-
-
-
-
-
-
-
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [If none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
- None
-
-
-
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.
- Dated: 10/23/14
- Signed: 
- Print Name: Steven Hanuszek
- Title: Exec. Vice President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LKB Mapping Inc.
Address: One Aerial Way
City and State: Syosset, New York Zip Code 11791
2. Firm's Vendor Identification Number: 54-0841793
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company X Closely Held Corp. _____ Other (specify) _____
4. List names and address 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 sheet (s) if necessary)
- | | |
|------------------------|-----------------------------------|
| <u>Andre Haddad</u> | <u>President & CEO</u> |
| <u>Steven Hanuszek</u> | <u>Exec. V.P. & Secretary</u> |
| | |
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| | |
5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
- 100% owned by Lockwood, Kessler & Bartlett, Inc.
-
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-
-
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
- None
-
-
-
-
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10/23/14

Signed: 

Print Name: Steven Hanuszek

Title: Exec. Vice President

Item 4

Lockwood, Kessler & Bartlett, Inc.
List of Corporate Officers and Directors

Andre Haddad *



President & Chief Executive Officer

Steven Hanuszek *



Vice President - Construction

Marian Wypyski *



* Denotes Director

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Lockwood, Kessler & Bartlett, Inc.
Address: One Aerial Way
City and State: Syosset, New York Zip Code: 11791
2. Firm's Vendor Identification Number: 11-1015370
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company X Closely Held Corp. _____ Other (specify) _____
4. List names and address 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 sheet (s) if necessary)

See Attached List

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

**100% owned by Lockwood Enterprises of New York, Inc. which in turn is
100% owned by LKB Group, LLC a NY Limited Liability Company.**

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Subsidiaries:

**Alemco Development Corporation
LKB Environmental Services, Inc.
LKB Mapping, Inc.**

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10/23/14

Signed: 

Print Name: Steven Hanuszek

Title: Exec. Vice President

Item 5

LKB Group, LLC

Andre Haddad



Chairman of Managers

Steven Hanuszek



Manager

Raymond Wegener



Member

Marlan Wypyski



Manager

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Lockwood, Kessler and Bartlett, Inc.

CONTRACTOR ADDRESS: One Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 111-015370

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contractor was selected through an open competitive RFP process. This is the first amendment.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

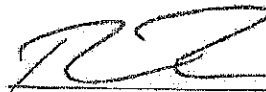
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

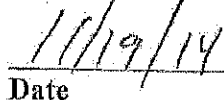
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Contract ID#: H670008DK

CFPW14000013
Department: Public Works**E-76E14****CF (Capital)****Contract Details**SERVICE Construction Management/
Inspection

NIFS ID #: _____ NIFS Entry Date: _____ Term: from Execution to 24 Months

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Lockwood, Kessler and Bartlett, Inc.	Vendor ID# 111-915379
Address One Aerial Way Syosset, NY, 11791	Contact Person Steven Harnuszek Phone 516 938 0600 ext. 205

County Department
Department Contact Richard Iadavato, Jr. Superintendent of highway & Drainage Construction, NCDPW
Address 1194 prospect Ave, Westbury, NY 11590
Phone 516 571 6824

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	3/5/14	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	3/4/14	
	OMB	NIFS Approval	<input type="checkbox"/>	3/7/14	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
3/14/14	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	3/14/14	
3/14/14	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	3/14/14	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	3/17/14	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	3/18/14	
	Comptroller	NIFS Approval	<input type="checkbox"/>	3/18/14	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	4/2/14	

PRCF1205 (12/05)

E-76-18

RULES RESOLUTION NO 67-2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF PUBLIC WORKS, AND LOCKWOOD, KESSLER &
BARTLETT, INC.

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on 3-24-14

VOTING:

ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Lockwood, Kessler & Bartlett, Inc. in connection with "on-call"
construction management services, a copy of which is on file with the Clerk
of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the agreement with
Lockwood, Kessler & Bartlett, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Lockwood, Kessler & Bartlett, Inc,

CONTRACTOR ADDRESS: One Aerial Way, Syosset, N Y 11791

FEDERAL TAX ID #11-015370

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ on _____. The sealed bids were publicly opened on _____, _____ (# _____) of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

3/5/16
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 20, 2013

SUBJECT: Request to Initiate (an RFP) – Part II
"On Call" Construction Management Services: Highway/Bridge Construction
Selection of Firms for Professional Construction Management Services
RFP No. PW-H670008D

This Department intends to procure Professional Construction Management Services for "On Call" construction management services to the Department's Construction Management Unit: Highway/Bridge Construction Group. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, Evaluation of Contractor Claims, Pre-Bid Constructability Reviews, Utility Mark Out, Soil Boring/Investigation, Material Testing and other construction related engineering/support services for various Highway and Bridge related projects, as authorized by the Department.

On July 29, 2013, the Department issued a Request for Proposals (the "RFP"), Notice of the RFP was published in Newsday and was made available on the County's website. On August 23, 2013, proposals from eighteen (18) firms were received.

A Selection Committee was formed to evaluate each proposal. Members of the Committee included: Richard P. Miller, Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr., Superintendent of Highways and Drainage Construction. The Committee met on September 3, 2013, to discuss and score proposals. The Committee subsequently requested that the twelve highest-ranking firms, HAKS, Lockwood, Kessler & Bartlett, Inc. (LKB), LiRo Engineers, Inc., (LiRo), Gibbons, Esposito & Boyce Engineers, P.C., (GEB), Tectonic, Greenman-Pederson, Inc., (GPI), Cashin Associates, P.C., (Cashin), Savin Engineers, P.C., (Savin), L.K. McLean Associates, P.C., (LKMA), Cameron Engineering & Associates, L.L.P., (Cameron), de Bruin and The RBA Group, (RBA) submit a Best and Final Offer (BAFO). The ranking of each firm by technical proposal score is provided below. To be noted, the table reflects LKMA's, LKB's, Tectonic's GPI's and Cameron's BAFO.

Construction Management Firm	Technical Ranking	Best and Final Offer (BAFO)	Cost Ranking
HAKS	1	\$ 937,470.00	11
LKB	1	\$ 922,750.00	13
LiRo	3	\$ 845,581.25	5
GEB	4	\$ 896,300.00	7
Tectonic	5	\$ 936,550.00	16
GPI	6	\$ 893,959.00	8
Cashin	7	\$ 837,481.25	3
Savin	8	\$ 894,575.00	6
LKMA	9	\$ 836,187.50	4
deBruin	10	\$ 934,250.00	10
Cameron	10	\$ 928,764.50	12
RBA	12	\$ 910,200.50	2
D&B	13	\$ 985,747.00	15
Gedeon	14	\$ 1,111,118.11	17
Haider	15	\$ 949,115.00	14
Field Assoc.	16	\$ 662,360.00	1
O'Connor Pettito	17	Non-Responsive	0
Vertex	18	\$ 801,250.00	2



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Attn: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: July 30, 2013

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: H670008D

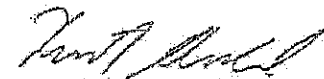
The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

Three (3) "On-Call" Construction Management Service Agreements for DPW's Highway/Bridge Construction Group
2. The work involves the following:

Provide resident engineers, inspectors, schedulers, cost estimators, field survey parties, evaluation of construction claims, pre-bid constructability reviews, and construction related engineering services on an as-needed basis for the various construction projects managed by the DPW's Construction Management Unit Highway/Bridge Construction Group.
3. An estimate of the cost is: \$1,500,000.00/Agreement
4. An estimate of the duration is: Twenty-four (24) Months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Attn: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

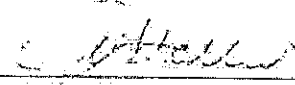

Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:RM:lv

- c: Allison Hertling, Deputy Director, Office of Labor Relations
Robert Cancellieri, Deputy Director, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Richard Iadevaio Jr., Superintendent of Highway & Drainage Construction
Jonathan Lesman, Management Analyst II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Alemco Development Corporation
Address: One Aerial Way
City and State: Syosset, New York Zip Code: 11791
2. Firm's Vendor Identification Number: 13-2571477
3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☒ Closely Held Corp. ☐ Other (specify) _____
4. List names and address 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 sheet (s) if necessary)
- | | |
|------------------------|-----------------------------------|
| <u>Andre Haddad</u> | <u>President & CEO</u> |
| <u>Steven Hanuszek</u> | <u>Exec. V.P. & Secretary</u> |
| | |
| | |
| | |
| | |
| | |
5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
- 100% owned by Lockwood, Kessler & Bartlett, Inc.
-
-
-
-
-
-
-
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
- None
-
-
-
-
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.
- Dated: 1/28/2016
- Signed: 
- Print Name: Andre Haddad
- Title: President & CEO

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LKB Mapping Inc.
Address: One Aerial Way
City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 54-0841793

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

4. List names and address 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 sheet (s) if necessary)

<u>Andre Haddad</u>	<u>President & CEO</u>
<u>Steven Hanuszek</u>	<u>Exec. V.P. & Secretary</u>

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 1/28/2014

Signed: 

Print Name: Andre Haddad

Title: President & CEO

Item 5

LKB Group, LLC

Andre Haddad



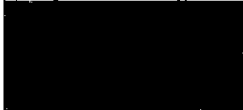
Chairman of Managers

Steven Hanuszek



Manager

Raymond Wegener



Member

Marian Wypyski



Manager

Construction Management Services: Civil/ Site Construction Management Group. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) not specifically set forth in Exhibit A, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs, renderings, and Laser Scanning as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed six hundred fifty thousand (\$650,000.00) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems

compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance and/or increases in coverage amounts for the insurance required by this paragraph, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subconsultants. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any Subconsultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

By: [Signature]
Name: STEVEN HANDSZEK
Title: EXEC V.P.
Date: 1/27/14

NASSAU COUNTY

By: [Signature]
Name: Richard R. Walker
Title: County Executive
☒ Deputy County Executive
Date: 5/5/14

PLEASE EXECUTE IN BLUE INK

[Note to Departments: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

On-Call Civil/ Site Construction Management Services

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call Civil/ Site Construction Management services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Civil/ Site Construction Management Group including, but not limited to, the furnishing of resident engineers, construction inspectors, scheduling services, cost estimating services, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, Utility Mark outs, Soil boring/ investigation, Material Testing and other construction related engineering/ Supported services.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the "Mission") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

EXHIBIT "B"

PAYMENT SCHEDULE

On-Call Civil/Site Construction Management Services

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. Services

- A. Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and thirty hundredths (2.30). The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

B. Subconsultants and Special Consultants

Subconsultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Subconsultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Subconsultant or Special Consultant.

The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Fifty (\$150) dollars per hour.

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

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

(b) At the request of the County contracting agency, the Firm 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 Firm's obligations herein.

(c) The Firm 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 Firm shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Firm shall, in its advertisements and solicitations for Subconsultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subconsultants must be equal opportunity employers.

(f) Firms 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.

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 Firms or Subconsultants 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 Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subconsultant as to work in connection with the County Contract.

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

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

As used in this Appendix EE the term "County Firm" 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 Firm, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subconsultant.

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

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

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

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

ANDRE HADDAD (Name)
[REDACTED] (Address)
516-938-0600 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

MBE/WBE UTILIZATION PLAN

Lockwood, Kessler and Bartlett, Inc. has a long standing record of partnering with MBE/WBE firms. As individual assignments are awarded under this contract, we will collaborate with CSM Engineering, PC (M/WBE) to meet the goals established by the County. The nature and personnel requirements of each assignment will be unique. Giving consideration to those specifics, efforts will be made to incorporate 10% M/WBE participation as each assignment is released.

REQUEST TO INITIATE REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☒ RFP ☐ RFBC ☐ In-House Work Order

Project No. : H670008D

Project Title: On Call Construction Management Services,
Highway/Bridge

Department: Public Works

Date: July 18, 2013

Service Requested: "On-Call" Construction Management Service (CM) Agreements with firm to provide resident engineers, inspectors, scheduling services, cost estimating services, field survey services, pre-bid constructability reviews, and construction related engineering services for DPW's Highway/Bridge Construction Group. A total of up to six (6) "On-Call" Agreements may be requested.

Justification: Construction Management is essential in order to ensure a project is delivered on time, within budget, and is of the highest quality. These "On-Call" CM Service Agreements will Allow DPW's Environmental Construction Group to supplement their current staff, on an as-needed basis to effectively manage their construction projects.

Requested by: Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Department/Agency/Office, DPW, Engineering - Civil/Site Construction Management

Project Cost for this Phase: \$1,500,000.00 per Agreement

Total Project Cost: \$9,000,000.00
Includes, engineering and construction management

Date RFP Due: August 23, 2013

Capital Funding Approval: YES ☐ NO ☐

Funding Allocation (Project/subobject):
See Attached Sheet if multiyear

[Signature]
SIGNATURE

*Funding will be assigned
by separate RTIS*

Department Head Approval: YES ☒ NO ☐

[Signature]
SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐

[Signature]
SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

See Attached Sheet

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

DCE/Ops Approval: YES ☐ NO ☐ Signature _____

SSG:RM:p!

DOUBLE-SIDED

Contract ID#: H670008DK



CLPW14000051

Department: Public Works

E-280-14
CF

CF (Capital)

Contract Details

SERVICE: Construction Management Inspection

NIFS ID #: CFPW14000013 NIFS Entry Date: 11/20/14 Term: from 5/5/2014 to 5/4/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #1
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name	Vendor ID#
Lockwood, Kessler and Bartlett, Inc.	111-015370
Address	Contact Person
One Aerial Way	Steven Hanuszek
Syosset, NY 11791	Phone
	516-938-0600 Ext. 205

County Department
Department Contact
Richard Iadevaio, Jr.
Superintendent of Highway & Drainage Construction, NCDPW
Address
1194 Prospect Ave.
Westbury, NY 11590
Phone
516-571-6824

Routing Slip

Date Rec'd	Department	Initial Verification	DATE APPROVED	SIGNATURE	Date Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	11/18/14	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	11/18/14	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	11/21/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required by Printer Key
11/21/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	11/21/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
11/21/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/21/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	11/21/14	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		[Signature]	
	County Attorney	NIFS Approval <input type="checkbox"/>	11/24/14	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	11/24/14	[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	12/9/14	[Signature]	

DOUBLE-SIDED

Contract ID#: H670008DK



CLPW14000051

Department: Public Works

E-280-14
CF

CF (Capital)

Contract Details

SERVICE: Construction Management Inspection

NIFS ID #: CFPW14000013 NIFS Entry Date: 11/20/14 Term: from 5/5/2014 to 5/4/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #1	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department
Name	Vendor ID#	Department Contact
Lockwood, Kessler and Bartlett, Inc.	111-015370	Richard Iadevaio, Jr.
Address	Contact Person	Superintendent of Highway & Drainage Construction, NCDPW
One Aerial Way	Steven Hanuszek	Address
Syosset, NY 11791	Phone	1194 Prospect Ave.
	516-938-0600 Ext. 205	Westbury, NY 11590
		Phone
		516-571-6824

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appr'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	11/19/14	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	11/19/14	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	11/21/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
11/21/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	11/21/14	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
11/21/14	County Attorney	CA Approval as to form <input type="checkbox"/>	11/21/14	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	11/21/14	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		[Signature]	
	County Attorney	NIFS Approval <input type="checkbox"/>	11/21/14	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>		[Signature]	SB 12/23/14
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	12/19/14	[Signature]	

Contract ID#: H670008DKDepartment: Public Works

Contract Summary

Description: Provide Professional Construction Management Services for Highway/Bridge Construction - Amendment #1
Purpose: The original contract was to provide "On Call" Professional Construction Management/Inspection Services for all construction activities in the Highway/Bridge unit. This amendment is to increase the Maximum Amount by \$500,000.
Method of Procurement: The contractor was previously selected through an open competitive RFP process.
Procurement History: The contractor was selected through an open competitive RFP process. This is the first amendment.
Description of General Provisions: This Amendment is to increase the Maximum Amount proposed in the original agreement by \$500,000.
Impact on Funding / Price Analysis: The Maximum Amount in the Original Agreement shall be increased by \$500,000. The maximum amount payable to the contractor is \$1,150,000.
Change in Contract from Prior Procurement: The contract Amendment #1 will amend the scope of services to include and increase the Maximum Amount of the Original Agreement by \$500,000.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00003
Transaction:	CF

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

\$500,000.00 (2)

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>M</i>
Name: <i>John Jones</i>	Name: <i>Gregory M. ...</i>	Date: <i>12/19/14</i>
Date: <i>1/4/15</i>	Date: <i>1/15/15</i>	(For Office Use Only)
		E #:

E-280-14

RULES RESOLUTION NO 312 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND

LOCKWOOD, KESSLER & BARTLETT, INC.

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on 12-1-14

VOTING:

ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Lockwood, Kessler & Bartlett, Inc. for "on-call"
construction management services, a copy of which is on file with the Clerk
of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to agreement with Lockwood, Kessler & Bartlett, Inc.

RULES RESOLUTION NO. – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND
LOCKWOOD, KESSLER & BARTLETT, INC.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Lockwood, Kessler & Bartlett, Inc. for “on-call”
construction management services, a copy of which is on file with the Clerk
of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to agreement with Lockwood, Kessler & Bartlett, Inc.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars (\$650,000) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

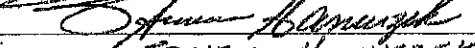
NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Payment. Section 3(a) Amount of Consideration shall be increased by Five Hundred Thousand Dollars (\$500,000), so that the total Maximum Amount that the County shall pay the Firm as full consideration for Services shall not exceed One Million One Hundred and Fifty Thousand Dollars (\$1,150,000) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.


2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Lockwood, Kessler and Bartlett, Inc.

By: 
Name: STEVEN HANUSZEK
Title: EXEC. V.P.
Date: 10/23/14

NASSAU COUNTY

By: 
Name: RICHARD R. WALKER
Title: County Executive
☒ Deputy County Executive
Date: 12/19/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23rd day of October in the year 2014 before me personally came Steven Hanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Executive V.P. of Lockwood, Kessler & Bartlett, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Joan Algios
NOTARY PUBLIC

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/18

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2014 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars (\$650,000) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Payment. Section 3(a) Amount of Consideration shall be increased by Five Hundred Thousand Dollars (\$500,000), so that the total Maximum Amount that the County shall pay the Firm as full consideration for Services shall not exceed One Million One Hundred and Fifty Thousand Dollars (\$1,150,000) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Lockwood, Kessler and Bartlett, Inc.

By: [Signature]
Name: STEVEN HANDSZEK
Title: EXEC. V.P.
Date: 10/23/14

NASSAU COUNTY

By: [Signature]
Name: Richard R. Walker
Title: County Executive
☐ Deputy County Executive
Date: 1/16/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23rd day of October in the year 2014 before me personally came Steven Hanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Executive V.P. of Lockwood, Kessler & Bartlett the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Joan Algios
NOTARY PUBLIC

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/18

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 4 day of January in the year 2015 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE8258028
Qualified in Nassau County
Commission Expires April 02, 2016

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Andre Haddad

(Name)

[REDACTED]

(Address)

516-938-0600

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

10/25/14
Dated


Signature of Chief Executive Officer

Andre Haddad
Name of Chief Executive Officer

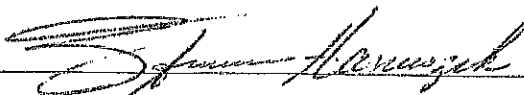
Sworn to before me this

29th day of October, 2014


Notary Public

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/18

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Alemco Development Corporation
Address: One Aerial Way
City and State: Syosset, New York Zip Code 11791
2. Firm's Vendor Identification Number: 13-2571477
3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☒ Closely Held Corp. ☐ Other (specify)
4. List names and address 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 sheet (s) if necessary)
- | | |
|------------------------|-----------------------------------|
| <u>Andre Haddad</u> | <u>President & CEO</u> |
| <u>Steven Hanuszek</u> | <u>Exec. V.P. & Secretary</u> |
| | |
| | |
| | |
| | |
| | |
5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
- 100% owned by Lockwood, Kessler & Bartlett, Inc.
-
-
-
-
-
-
-
-
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
- None
-
-
-
-
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.
- Dated: 10/23/14
- Signed: 
- Print Name: Steven Hanuszek
- Title: Exec. Vice President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LKB Environmental Services, Inc.

Address: One Aerial Way

City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 16-0847122

3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company ☒ Closely Held Corp. _____ Other (specify) _____

4. List names and address 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 sheet (s) if necessary)

Andre Haddad

President & CEO

Steven Hanuszek

Exec. V.P. & Secretary

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

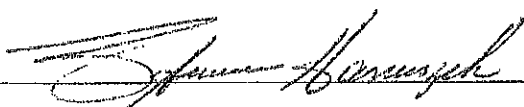
100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10/23/14

Signed: 

Print Name: Steven Hanuszek

Title: Exec. Vice President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LKB Mapping Inc.

Address: One Aerial Way

City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 54-0841793

3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company ☒ Closely Held Corp. _____ Other (specify) _____

4. List names and address 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 sheet (s) if necessary)

Andre Haddad

President & CEO

Steven Hanuszek

Exec. V.P. & Secretary

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10/23/14

Signed: 

Print Name: Steven Hanuszek

Title: Exec. Vice President

Item 4

Lockwood, Kessler & Bartlett, Inc.
List of Corporate Officers and Directors

Andre Haddad *



President & Chief Executive Officer

Steven Hanuszek *



Vice President - Construction

Marlan Wypyski *



* Denotes Director

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Lockwood, Kessler & Bartlett, Inc.
Address: One Aerial Way
City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 11-1015370

3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company X Closely Held Corp. _____ Other (specify) _____

4. List names and address 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 sheet (s) if necessary)

See Attached List

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

**100% owned by Lockwood Enterprises of New York, Inc. which in turn is
100% owned by LKB Group, LLC a NY Limited Liability Company.**

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Subsidiaries:

**Alemco Development Corporation
LKB Environmental Services, Inc.
LKB Mapping, Inc.**

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10/23/14

Signed: _____

Print Name: Steven Hanuszek

Title: Exec. Vice President

Item 5

LKB Group, LLC

Andre Haddad



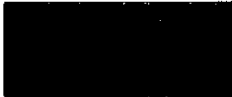
Chairman of Managers

Steven Hanuszek



Manager

Raymond Wegener



Member

Marlan Wypyski



Manager

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Lockwood, Kessler and Bartlett, Inc.

CONTRACTOR ADDRESS: One Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 111-015370

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contractor was selected through an open competitive RFP process. This is the first amendment.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

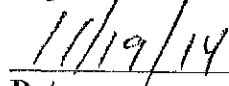
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Contract ID#:H670008DK

CEPW14000013
Department: Public Works**E-76F14**

CF (Capital) **Contract Details**

SERVICE Construction Management/
Inspection

NIFS ID #: _____ NIFS Entry Date: _____ Term: from Execution to 24 Months

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department	
Name Lockwood, Kessler and Bartlett, Inc.	Vendor ID# 111-015370	Department Contact Richard Iadevaio, Jr. Superintendent of highway & Drainage Construction, NCDPW	
Address One Aerial Way Syosset, NY, 11791	Contact Person Steven Hanuszek Phone 516 938 0600 ext. 205	Address 1194 prospect Ave, Westbury, NY 11590	
		Phone 516 571 6824	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	3/5/14	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	3/4/14	
	OMB	NIFS Approval	<input type="checkbox"/>	3/7/14	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
3/14/14	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	3/14/14	
3/14/14	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	3/14/14	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	3/17/14	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	3/20/14	
	Comptroller	NIFS Approval	<input type="checkbox"/>	3/26/14	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>	4/3/14	



Contract Summary

Description: Provide Professional Construction Management Services for Highway/ Bridge construction.
Purpose: Approval of a Personal Services Agreement with Lockwood, Kessler and Bartlett, Inc. to provide "On Call" Professional Construction Management / Inspection Services for all construction activities in the Highway/ Bridge unit. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, and Evaluation of contractor's claims, Pre-Bid Constructability Review, Utility Mark out, Soil Boring / Investigation, Material testing and other related engineering / support services.
Method of Procurement: A qualification- based rating and ranking system of technical and cost proposal in accordance with standard DPW procedures.
Procurement History: The Contract was entered into after a written request for proposal was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by publication in Newsday and the Nassau County eProcurement web site. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. A selection Committee was formed to evaluate each proposal. Members of the Committee include Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction. The committee met on September 3, 2013 to discuss and score proposals. The Committee subsequently requested that the twelve highest ranking firms to submit a Best And Final Offer (BAFO). From the BAFO, selected twelve firms to perform Construction Management/ Inspection tasks as it provided to the best value to the County. For more information, please refer to the attached RTI part II Memorandum.
Description of General Provisions: Contract for services conforms to model personal services contract developed and approved by the office of the County Attorney.
Impact on Funding / Price Analysis: Funding for services to be provided under this agreement will come from various Capital Projects. This agreement will expire 24 months after its execution with a provision to extend the agreement for a third year of service and has a maximum payment limitation of Six Hundred Fifty Thousand (650,000.00) dollars.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00003
Transaction:	CF

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$0.01

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name: _____
Name: _____	Name: <i>Stewart J. Schuch</i>	Date: <i>4/17/14</i>
Date: <i>4/16/14</i>	Date: <i>4/16/14</i>	(For Office Use Only)
		E #:

E-70-14

RULES RESOLUTION NO 67-2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF PUBLIC WORKS, AND LOCKWOOD, KESSLER &
BARTLETT, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-24-14
VOTING:
yeas 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Lockwood, Kessler & Bartlett, Inc. in connection with "on-call"
construction management services, a copy of which is on file with the Clerk
of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the agreement with
Lockwood, Kessler & Bartlett, Inc.

RULES RESOLUTION NO. – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND LOCKWOOD, KESSLER & BARTLETT, INC.

WHEREAS, the County has negotiated a personal services agreement with Lockwood, Kessler & Bartlett, Inc. in connection with “on-call” construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Lockwood, Kessler & Bartlett, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Lockwood, Kessler & Bartlett, Inc,

CONTRACTOR ADDRESS: One Aerial Way, Syosset, N Y 11791

FEDERAL TAX ID #11-015370

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ on _____. The sealed bids were publicly opened on _____, _____ (#____) of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

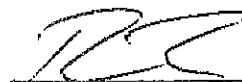
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

REQUEST TO INITIATE
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID
CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☒ RFP ☐ RFBC ☐ In-House Work Order

Project No. : H670008D

Project Title: On Call Construction Management Services,
Highway/Bridge

Department: Public Works

Date: July 18, 2013

Service Requested: "On-Call" Construction Management Service (CM) Agreements with firm to provide resident engineers, inspectors, scheduling services, cost estimating services, field survey services, pre-bid constructability reviews, and construction related engineering services for DPW's Highway/Bridge Construction Group. A total of up to six (6) "On-Call" Agreements may be requested.

Justification: Construction Management is essential in order to ensure a project is delivered on time, within budget, and is of the highest quality. These "On-Call" CM Service Agreements will Allow DPW's Environmental Construction Group to supplement their current staff, on an as-needed basis to effectively manage their construction projects.

Requested by: Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Department/Agency/Office, DPW, Engineering - Civil/Site Construction Management

Project Cost for this Phase: \$1,500,000.00 per Agreement

Total Project Cost: \$9,000,000.00
Includes, engineering and construction management

Date RFP Due: August 23, 2013

Capital Funding Approval: YES ☐ NO ☐

[Signature]
SIGNATURE

Funding Allocation (Project/subobject):
See Attached Sheet if multiyear

*Funding will be assigned
by separate RTIS*

Department Head Approval: YES ☒ NO ☐

[Signature]
SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐

[Signature]
SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

See Attached Sheet:

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

DCE/Ops Approval: YES ☐ NO ☐ Signature _____
SSG:RM:p!

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
 Attn: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 20, 2013

SUBJECT: Request to Initiate (an RFP) – Part II
 "On Call" Construction Management Services: Highway/Bridge Construction
 Selection of Firms for Professional Construction Management Services
 RFP No. PW-H670008D

This Department intends to procure Professional Construction Management Services for "On Call" construction management services to the Department's Construction Management Unit: Highway/Bridge Construction Group. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, Evaluation of Contractor Claims, Pre-Bid Constructability Reviews, Utility Mark Out, Soil Boring/Investigation, Material Testing and other construction related engineering/support services for various Highway and Bridge related projects, as authorized by the Department.

On July 29, 2013, the Department issued a Request for Proposals (the "RFP"). Notice of the RFP was published in Newsday and was made available on the County's website. On August 23, 2013, proposals from eighteen (18) firms were received.

A Selection Committee was formed to evaluate each proposal. Members of the Committee included: Richard P. Miller, Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr., Superintendent of Highways and Drainage Construction. The Committee met on September 3, 2013, to discuss and score proposals. The Committee subsequently requested that the twelve highest-ranking firms, HAKS, Lockwood, Kessler & Bartlett, Inc. (LKB), LiRo Engineers, Inc., (LiRo), Gibbons, Esposito & Boyce Engineers, P.C., (GEB), Tectonic, Greenman-Pederson, Inc., (GPI), Cashin Associates, P.C., (Cashin), Savin Engineers, P.C., (Savin), L.K. McLean Associates, P.C., (LKMA), Cameron Engineering & Associates, L.L.P., (Cameron), de Bruin and The RBA Group, (RBA) submit a Best and Final Offer (BAFO). The ranking of each firm by technical proposal score is provided below. To be noted, the table reflects LKMA's, LKB's, Tectonic's GPI's and Cameron's BAFO.

Construction Management Firm	Technical Ranking	Best and Final Offer (BAFO)	Cost Ranking
HAKS	1	\$ 937,470.00	11
LKB	1	\$ 922,750.00	13
LiRo	3	\$ 845,581.25	5
GEB	4	\$ 896,300.00	7
Tectonic	5	\$ 936,550.00	16
GPI	6	\$ 893,959.00	8
Cashin	7	\$ 837,481.25	3
Savin	8	\$ 894,575.00	6
LKMA	9	\$ 836,187.50	4
deBruin	10	\$ 934,250.00	10
Cameron	10	\$ 928,764.50	12
<u>RBA</u>	<u>12</u>	<u>\$ 910,200.50</u>	<u>9</u>
D&B	13	\$ 985,747.00	15
Gedeon	14	\$ 1,111,118.11	17
Haider	15	\$ 949,115.00	14
Field Assoc.	16	\$ 662,360.00	1
O'Connor Petito	17	Non-Responsive	0
Vertex	18	\$ 801,250.00	2



Office of the County Executive
Attn: Richard R. Walker, Chief Deputy County Executive
November 20, 2013
Page two

SUBJECT: Request to Initiate (an RFP)-Part II
"On Call" Construction Management Services: Highway/Bridge Construction
Selection of Firms for Professional Construction Management Services
RFP No. PW-H670008D

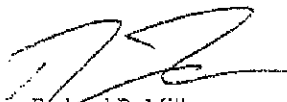
As shown above, HAKS, LKB, LiRo, GEB, Tectonic, GPI, Cashin, Savin, LKMA, deBruin, Cameron and RBA scored the highest twelve (12) technical proposals, all above 80%. However, LKB and Tectonic did not submit the highest-ranked cost proposals (lowest cost), as seen in the table above. As such, the Committee negotiated with LKB and Tectonic. Negotiations successfully reduced the LKB's BAFO from \$940,000 to \$922,750 and the Tectonic BAFO from \$1,032,800 to \$936,550. Furthermore, LKMA, Tectonic and Cameron had proposed multipliers that exceeded 2.3. The Committee negotiated with these firms and successfully reduced LKMA's multiplier for the Scheduler from 2.5 to 2.25; Tectonic's multiplier from 2.4 to 2.3 and Cameron's multiplier for all staff to 2.3. The BAFO's and negotiations resulted in a total savings of nearly \$135,730 compared to the original cost proposals.

In its professional judgment, the Committee selected the twelve (12) firms that will provide the greatest value to the County. All selected firms provided in its proposal evidence of having sufficient experience and expertise to successfully carry out required construction management tasks.

Funding for the aforementioned professional services is available under various Capital Projects in the Capital Plan.

In accordance with County procedural guidelines, CSEA has been notified of this proposed agreement (*ref. Letter to CSEA, dated July 30, 2013*).

Please signify your approval or disapproval of the foregoing by signing the appropriate column below. Please return a copy of this memo subsequent to it being signed. Thank you.

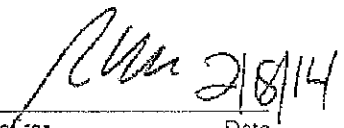


Richard P. Millet
Chief Deputy Commissioner

SSG:RM:pi

c: Shila Shah-Gavroudas, Commissioner
Jane Houdek, Attorney for Department of Public Works
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Brian J. Schneider, Assistant to Deputy Commissioner
Richard Iadevaio Jr., Superintendent of Highways and Drainage Construction
Loretta Dionisio, Hydrogeologist II
Saji Varughese, Construction Inspector II ✓

APPROVED:


Richard R. Walker
Chief Deputy County Executive

Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: July 30, 2013

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: H670008D


The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

Three (3) "On-Call" Construction Management Service Agreements for DPW's Highway/Bridge Construction Group
2. The work involves the following:

Provide resident engineers, inspectors, schedulers, cost estimators, field survey parties, evaluation of construction claims, pre-bid constructability reviews, and construction related engineering services on an as-needed basis for the various construction projects managed by the DPW's Construction Management Unit Highway/Bridge Construction Group.
3. An estimate of the cost is: \$1,500,000.00/Agreement
4. An estimate of the duration is: Twenty-four (24) Months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.


Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:RM:lv

- c: Allison Hertling, Deputy Director, Office of Labor Relations
Robert Cancellieri, Deputy Director, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Richard Iadevaio Jr., Superintendent of Highway & Drainage Construction
Jonathan Lesman, Management Analyst II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LKB Environmental Services, Inc.
Address: One Aerial Way
City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 16-0847122

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

4. List names and address 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 sheet (s) if necessary)

Andre Haddad

President & CEO

Steven Hanuszek

Exec. V.P. & Secretary

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

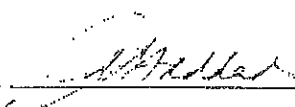
100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 1/28/2014

Signed: 

Print Name: Andre Haddad

Title: President & CEO

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: **Alemco Development Corporation**
Address: **One Aerial Way**
City and State: **Syosset, New York** Zip Code **11791**

2. Firm's Vendor Identification Number: **13-2571477**

3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company **X** Closely Held Corp. _____ Other (specify)

4. List names and address 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 sheet (s) if necessary)

Andre Haddad	President & CEO
Steven Hanuszek	Exec. V.P. & Secretary

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 1/31/2016

Signed: 

Print Name: **Andre Haddad**

Title: **President & CEO**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Lockwood, Kessler & Bartlett, Inc.

Address: One Aerial Way

City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 11-1015370

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

4. List names and address 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 sheet (s) if necessary)

See Attached List

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

**100% owned by Lockwood Enterprises of New York, Inc. which in turn is
100% owned by LKB Group, LLC a NY Limited Liability Company.**

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Subsidiaries:

Alemco Development Corporation

LKB Environmental Services, Inc.

LKB Mapping, Inc.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 1/27/2014

Signed: 

Print Name: Andre Haddad

Title: President & CEO

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: **LKB Mapping Inc.**
Address: **One Aerial Way**
City and State: **Syosset, New York** Zip Code **11791**

2. Firm's Vendor Identification Number: **54-0841793**

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

4. List names and address 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 sheet (s) if necessary)

Andre Haddad
Steven Hanuszek

President & CEO
Exec. V.P. & Secretary

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 1/28/2014

Signed: 

Print Name: **Andre Haddad**

Title: **President & CEO**

Item 4

Lockwood, Kessler & Bartlett, Inc.
List of Corporate Officers and Directors

Andre Haddad *



President & Chief Executive Officer

Steven Hanuszek *



Vice President - Construction

Sylvester Celebrini



Vice President-Survey & Mapping

Marian Wypyski *



* Denotes Director

Item 5

LKB Group, LLC

Andre Haddad



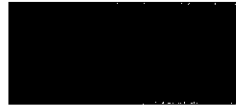
Chairman of Managers

Steven Hanuszek



Manager

Raymond Wegener



Member

Marian Wypyski



Manager



**COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723**

CONTRACT FOR SERVICES

"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES :

CIVIL/SITE CONSTRUCTION MANAGEMENT GROUP

AGREEMENT NO. H670008DK

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Lockwood, Kessler & Bartlett, Inc, having its principal office at One Aerial Way, Syosset, NY 11791, (the "Firm").

WITNESSETH:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of "On-Call"

Construction Management Services: Civil/ Site Construction Management Group. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) not specifically set forth in Exhibit A, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs, renderings, and Laser Scanning as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed six hundred fifty thousand (\$650,000.00) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Sub consultants. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by Sub-consultants in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems

appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

(e) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in

compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance and/or increases in coverage amounts for the insurance required by this paragraph, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subconsultants. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any Subconsultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions

reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. 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.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or

otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

By: [Signature]
Name: STEVEN HANDSEK
Title: EXEC V.P.
Date: 1/27/14

NASSAU COUNTY

By: [Signature]
Name: Richard E. Walker
Title: County Executive
☒ Deputy County Executive
Date: 5/5/14

PLEASE EXECUTE IN BLUE INK

[Note to Departments: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 27th day of January in the year 2014 before me personally came Steven Hanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Exec. Vice President of Lockwood, Kessner & Barthel, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Sharon Frisina

SHARON FRISINA
Notary Public, State of New York
No. 01FR6300961
Qualified in Suffolk County
Commission Expires Dec. 29, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5 day of May in the year 2014 before me personally came Richard A. Petrucci to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PET258026
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

On-Call Civil/ Site Construction Management Services

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call Civil/ Site Construction Management services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Civil/ Site Construction Management Group including, but not limited to, the furnishing of resident engineers, construction inspectors, scheduling services, cost estimating services, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, Utility Mark outs, Soil boring/ investigation, Material Testing and other construction related engineering/ Supported services.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the "Mission") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

EXHIBIT "B"

PAYMENT SCHEDULE

On-Call Civil/Site Construction Management Services

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. Services

- A. Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and thirty hundredths (2.30). The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

B. Subconsultants and Special Consultants

Subconsultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Subconsultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Subconsultant or Special Consultant.

The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Fifty (\$150) dollars per hour.

EXHIBIT "C"

MAXIMUM WAGE RATE SCHEDULE

<u>Position</u>	<u>Hourly Base Rate</u>
Resident Engineer, N-IV	\$55.00
Office Engineer, N-III	\$45.00
Construction Inspector, N-III	\$43.00
Construction Inspector, N-II	\$32.00
CPM Scheduler	\$60.00

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

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

(b) At the request of the County contracting agency, the Firm 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 Firm's obligations herein.

(c) The Firm 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 Firm shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Firm shall, in its advertisements and solicitations for Subconsultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subconsultants must be equal opportunity employers.

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

(h) At any time after Subconsultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Subconsultant 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 Firm 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 Firm 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 Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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

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

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

(m) The Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subconsultant and shall complete all forms provided by the Executive Director or the Department Head relating to Subconsultant 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 Firms or Subconsultants 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 Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subconsultant as to work in connection with the County Contract.

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

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

As used in this Appendix EE the term "County Firm" 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 Firm, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subconsultant.

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Firm reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Firm welcomed bids and quotes from M/WBE Subconsultants. 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 Firm'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 Subconsultants 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 Subconsultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subconsultants were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Firm that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith 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 Firm shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Firm 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 Subconsultants by the County Firm must also be included with the Best Effort Documentation
- i. County Firms may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Subconsultants 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.

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

ANDRE HADDAD (Name)

[REDACTED] (Address)

516-938-0600 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

2/6/14


Signature of Chief Executive Officer

ANDRE HADDAD

Name of Chief Executive Officer

Sworn to before me this

6th day of February, 2014.


Notary Public

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/14

MBE/WBE UTILIZATION PLAN

Lockwood, Kessler and Bartlett, Inc. has a long standing record of partnering with MBE/WBE firms. As individual assignments are awarded under this contract, we will collaborate with CSM Engineering, PC (M/WBE) to meet the goals established by the County. The nature and personnel requirements of each assignment will be unique. Giving consideration to those specifics, efforts will be made to incorporate 10% M/WBE participation as each assignment is released.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Attorney
Att: Robert Cleary, Director of Procurement Compliance

FROM: Department of Public Works

DATE: August 16, 2017


SUBJECT: "On Call" Construction Management and Inspection Services for
Highway/Bridge Unit
Agreement No H670008D, Extension of "On Call" Agreement.

The Department of Public Works procured Construction Management and Inspection agreements with twelve (12) consulting firms to provide "On Call" Professional Construction Management and Inspection Services for the Highway/Bridge Unit in April/ May in 2014. After two years, eleven (11) of these agreements were extended for one more year as per the agreements up to April/May 2017. Before the expiration of these agreements, the Department initiated a new procurement to hire consulting firms to provide Professional Construction Management and Inspection Services related to Highway/Bridge work.

However, in requesting CSEA approval there has been a significant delay in sending out the RFP. While the issue is worked out as to whether and to what extent the Department can subcontract this work, the Department wants to extend the expiration date for eighteen (18) more months from the date of expiration for the following six agreements in order to provide a continuous professional construction management on the current construction contracts until completion.

1. LKB H670008DK
2. LiRo H670008DL
3. GPI H670008DP
4. Cashin H670008DC
5. Savin H670008DS
6. NV5 H670008DR

As a result of not sending out the RFP due to CSEA issue, these contracts have since expired and require retro-active approval. Please note that the ongoing work associated with these contracts are acceptable to Comptroller as the contracts allow for the completion of assigned work prior to expiration.



Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:jm

c: Shila Shah-Gavnoudias, Commissioner
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Construction Inspector II

