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

FINANCE COMMITTEE

OCTOBER 2, 2017 1:00 PM

Richard Nicolello – Chairman
Vincent Muscarella – Vice Chairman
Rose Marie Walker
Donald MacKenzie
Siela A. Bynoe, Ranking
Laura Curran
Ellen Birnbaum

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	$\ddot{\mathbf{B}}\mathbf{y}$	To	
351-17	OMB	F, R	ORDINANCE NO2017
			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)

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	By	To	
352-17	OMB	F, R	ORDINANCE NO2017
			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)
353-17	OMB	F, R	RESOLUTION NO2017
			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)

354-17	LE	F, R	ORDINANCE NO2017
		,	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)
361-17	OMB	F, R	PROPOSED LOCAL LAW NO2017
			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)
362-17	OMB	PS, F, R	ORDINANCE NO2017
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION
			ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF NASSAU COUNTY
			PROBATION DEPARTMENT. 362-17(OMB)
363-17	OMB	F, R	ORDINANCE NO2017
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION
			ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS, RECREATION, &
267.47	01.50	DG E D	MUSEUMS. 363-17(OMB)
367-17	OMB	PS, F, R	ORDINANCE NO2017
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION
260.15	A G	ED	ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 367-17(OMB)
368-17	AS	F, R	RESOLUTION NO2017
			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)
			NASSAU COUNTT AND THE NASSAU COUNTT ADMINISTRATIVE CODE. 300-1/(AS)

369-17	AS	F, R	RESOLUTION NO2017					
			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	ORDINANCE NO2017					
			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)					

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

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

HEALTH 1.

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

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

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

Clerk Item	Proposed	Assigned	<u>Summary</u>				
No.	$\mathbf{B}\mathbf{y}$	To					
362-17	OMB	PS, F, R	ORDINANCE NO2017				
			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	ORDINANCE NO2017				
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION				
			ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 367-17(OMB)				

PUBLIC SAFETY 1.

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

RULES COMMITTEE

OCTOBER 2, 2017 1:00 PM

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

Clerk Item	Proposed	Assigned	Summary
No.	By	To	
351-17	OMB	F, R	ORDINANCE NO2017
			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)

AXES FOR THE TWELVE- AND ENDING DECEMBER S AND CITIES OF THE NTION, SAFETY, ICE HEADQUARTERS; GE; COUNTY NEW YORK			
AND ENDING DECEMBER S AND CITIES OF THE NTION, SAFETY, ICE HEADQUARTERS;			
S AND CITIES OF THE NTION, SAFETY, ICE HEADQUARTERS;			
NTION, SAFETY, ICE HEADQUARTERS;			
ICE HEADQUARTERS;			
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GE; COUNTY NEW YORK			
MENTAL BOND FUND;			
NASSAU COUNTY SEWER AND STORM WATER RESOURCES DISTRICT; COUNTY			
TIONED 2018 FISCAL YEAR			
WN GENERAL FUND-PART			
ES IN ARREARS, TOWN			
L PURPOSES AND			
MPOSED WITHIN THE			
CH AND DETERMINING			
AUTHORIZING AND			
THE NASSAU COUNTY			
ADDRESSED TO THE			
THE COUNTY OF NASSAU ED THEREIN; PURSUANT TO			
NASSAU COUNTY AND			
PROPERTY TAX LAW, THE			
THE TOWN LAW AND THE			
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PLAN FOR FISCAL YEARS			
GOVERNMENT LAW OF			
DED THEREIN. 353-17(OMB)			

Clerk Item No.	Proposed By	Assigned To	Summary
354-17	LE	F, R	ORDINANCE NO2017
		_,	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)
360-17	PK	R	RESOLUTION NO2017
			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	PROPOSED LOCAL LAW NO2017
			A LOCAL LAW AMENDING TITLE 24 OF THE MISCELLANEOUS LAWS OF NASSAU
			COUNTY, IN RELATION TO EXTENDING THE HOTEL AND MOTEL OCCUPANCY TAX.
2.02.12			361-17(OMB)
362-17	OMB	PS, F, R	ORDINANCE NO2017
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION
			ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF NASSAU COUNTY
262.15	OMD	ED	PROBATION DEPARTMENT. 362-17(OMB)
363-17	OMB	F, R	ORDINANCE NO2017
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION
			ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS, RECREATION, &
367-17	OMB	PS, F, R	MUSEUMS. 363-17(OMB) ORDINANCE NO2017
30/-1/	ONIB	rs, r, k	AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION
			ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 367-17(OMB)
			ONDINANCE IN CONNECTION WITH THE FRODATION DEPARTMENT. 30/-1/(UMD)

Clerk Item No.	Proposed By	Assigned To	Summary
368-17	AS	F, R	RESOLUTION NO2017 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
260.45	4.0		NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 368-17(AS)
369-17	AS	F, R	RESOLUTION NO2017
			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	RESOLUTION NO2017
			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	RESOLUTION NO2017
			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
10.15			AMERICAN WEAR INC. A-45-17
A-49-17	PR	R	RESOLUTION NO2017
			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
			AND II. SCHRIER & CU., INC. A-49-1/

Proposed By	Assigned To	<u>Summary</u>						
PD	R	RESOLUTION NO2017						
		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						
PW	R	RESOLUTION NO2017						
		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						
PR	R	RESOLUTION NO2017						
		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						
DYY		HVAC INC. A-4-16						
PW	R	RESOLUTION NO2017						
		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						
OMP	D	RESOLUTION NO2017						
OMP	K	A RESOLUTION NO2017 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						
IT	R	RESOLUTION NO2017						
		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						
	By	By To PD R PW R PW R OMB R						

Clerk Item	Proposed	Assigned	Summary
No.	$\mathbf{B}\mathbf{y}$	To	
E-163-17	DA	R	RESOLUTION NO2017 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

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

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

Nassau

County A-45-17

CLERK OF THE LEGISLATURE RASSAU COUNTY RESEIVED

Office of Purchasing

STAFF SUMMARY A-45-2017

	abject: Work C				nce	Date: A	Augus	st 23, 2017		
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	ffice of Purchas					1		ear, Inc.		
	epartment Hea	d Name	:			Contra	ict Nu	mber_		
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antithe a co	eussion: This cipated usage Nassau County py of the bid.	will requ y Bid So Three (3 1g: Esti	tire oversigl licitation Bo) bids were	ht in 20 oard wh receive	17. This s nere four (4 d.	olicitation) vendors	was a viewed	advertised in d the bid. M	Newsday ar linority Affair	nd posted to rs was given
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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-VARIIOUS 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 <u>AMERICAN WEAR</u>, 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 CONRIBUTION 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, <u>AMERICAN WEAR, INC.</u> 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 <u>AMERICAN</u>

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 <u>AMERICAN</u>

WEAR, INC.



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Elect ending on the date of this disclosure, years prior to the date of this disclosu campaign committees of any of the fo committees of any candidates for any	fficers of the vendor provided campaign contributions tion Law in (a) the period beginning April 1, 2016 and or (b), beginning April 1, 2018, the period beginning two are and ending on the date of this disclosure, to the following Nassau County elected officials or to the campaign of the following Nassau County elected offices: the County aptroller, the District Attorney, or any County Legislator?
Nonc	

Vendor authorized as a signatory of t	nust be signed by a principal of the consultant, contractor or the firm for the purpose of executing Contracts.
The undersigned further certifies and identified above were made freely an benefit or in exchange for any benefi	affirms that the contribution(s) to the campaign committees d without duress, threat or any promise of a governmental t or remuneration.
Dated: 9/6/17	Vendor: Agarian Wear Inc. Signed: Mr Musec
- 1	Print Name John Auricmma
	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 John Auvicming
	Date of birth 6 / 12 / 1959
	Home address 6 RI(W) and DV
	City/state/zipN-(aldw(1), NJ 07006
	Business address <u>VII N. I8th J†</u>
	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//
	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.
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.

or Pro	as a res ovide a	affirmative answer is required below whether the sanction arose automatically, by operation or law, sult of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy the e page and attach it to the questionnaire.	
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 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.	B. 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.)		
		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.	
	е)	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.

Э.	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 Auricinga , 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.

Note of Publicians Belling
Notary Public
Not

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 <u>Dean De Filippi</u>
	Date of birth 9 / 7 / 1468
	Home address
	City/state/zipPinc_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 <u>5 / 1 / 199</u> 2 / /
	(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

1.		n 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.	and/or portion initiate proces respon attach	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
		Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
		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 iddicial 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, **light light**, 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 14 hay of Scok	mher	20 _17
Josep Juli		
Notary Publicy ANE BELLINI / NOTARY PUBLIC STATE OF NEW JERSEY My Commission Expires Feb. 22, 2020		•
American Wear Inc. Name of submitting business		
Print name		
Signature Vice President and Jecretary 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.

(US	SE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).		
Dat	e: 9 6 17		
	Proposer's Legal Name:AMCYICON WCGY, INC.		
2)	Address of Place of Business: 26 N. 18th St East Orange, NJ 07017		
List	all other business addresses used within last five years:		
3)	Mailing Address (if different):		
Pho	one : 973-414-9200		
Do	Does the business own or rent its facilities? Rent		
4)	Dun and Bradstreet number: 803 4 2 7665		
5)	Federal I.D. Number:		
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		

0) 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).				
1) 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				
2) 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 delta if Yes, provide details for each such charge				
b) Any misdemeanor charge pending? Yes No If Yes, provide details for each su 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
any sanci	st (5) years, has this business or any of its owners or officers, or any other affillated business had ion imposed as a result of judicial or administrative proceedings with respect to any professional old? Yes No; If Yes, provide details for each such instance
applicable sewer cha response	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any efederal, state or local taxes or other assessed charges, including but not limited to water and arges? Yes No If Yes, provide details for each such year. Provide a detailed to all questions checked 'YES'. If you need more space, photocopy the appropriate page and the questionnaire
	ailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
17) Conflict o a) ple a	f Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, use 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.
	(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 it acceptant to injure no contact 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; Jeplember 12. 1984

	iii)	shareholders, members, general or limited partner; John Auritana, 6 kickland fir. N. (ald well, NJ 07006 Name, address and position of all officers and directors of the company; John Auritana (see above) and Nean Ne hippo, NP, Jec. Leeds Av Pine Brook, NT 07056 State of incorporation (if applicable);
	iv)	John Aunema (152 above) and Dean De hippo vo fee. I leed Av Pine Brook, NJ 07050
	v)	The number of employees in the firm; §5
	vi)	Annual revenue of firm; 414, 000, 000.
	vii)	Summary of relevant accomplishments We service more than Your accounts each week for
	viii)	Summary of relevant accomplishments We grave more than 7000 accounts each week with unparalleled customer rainform. Copies of all state and local licenses and permits. None note:
B.	Indicat	te number of years in business. 33
	capaci INUI Provide similar	e any other information which would be appropriate and helpful in determining the Proposer's ity and reliability to perform these services. We part the equipment, personal and little to perform these services. We part the equipment, personal and little to perform the proposer has provided e names and addresses for no fewer than three references for whom the Proposer has provided services or who are qualified to evaluate the Proposer's capability to perform this work.
	Contac	ct Person_John Auricmma
	Addres	ss
	City/St	tate <u>Eait Orange, NJ 07017</u>
	Teleph	none 973 - 414 - 9200
	Fax#	973-414. 8840
	E-Mail	Address John A . Americanwear. com

Name, addresses, and position of all persons having a financial interest in the company, including

ii)

Please see attached, including three reterences.



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

phone: 973.414.9200 | fax: 973.414.8440 | 261 N. 18th Street, East Orange, NJ 07017 | www.americanwear.com

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.

В.

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 O THIS QUESTIONNAIRE MAY RESULT IN RENDERI RESPONSIBLE WITH RESPECT TO THE PRESENT SUBJECT THE PERSON MAKING THE FALSE STA	NG THE SUBMITTING BUSINESS ENTITY NOT BID OR FUTURE BIDS, AND, IN ADDITION, MAY
contained in the foregoing pages of this questionnaire full and complete answers to each item therein to the	he County will rely on the information supplied in this
Notary Public State OF NEW JERSEY	20 <u>17</u>
Name of submitting business: AMCYI(A) Wa	r Inc.
By: John Auricmma, President Planame Muluic Signature	-
<u>Prc/1den</u> ł Title	
<u>9 , 6 , 1017</u> Date	

COUNTY OF NASSAU

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

1.	Name of the Entity: American Wear, Inc.
	Address: 261 North 18 th Street
	City, State and Zip Code: East Orange, NJ 07017
2.	Entity's Vendor Identification Number:
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability CoX_Closely Held CorpOther (specify)
	List names and addresses of all principals; that is, all individuals serving on the Board of Directors or rable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all ers and officers of limited liability companies (attach additional sheets if necessary):
John A	Auriemma, President, 6 Rickland Drive, North Caldwell, NJ 07006
Dean	DeFilippo, Vice-President and Secretary, 1 Leeds Avenue, Pine Brook, NJ 07058
	List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not ividual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy 10K in lieu of completing this section.
John A	Auriemma, 6 Rickland Drive, North Caldwell, NJ 07006- 100% Stockholder

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 the part in the performance of this contract. Such disclosure shall be updated to include affiliated or su companies not previously disclosed that participate in the performance of the contract.	at may take
None	-
 List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, r 	oost-hid
etc.). The term "lobbyist" means any and every person or organization retained, employed or design client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Cand Planning Commission. Such matters include, but are not limited to, requests for proposals, devimprovement of real property subject to County regulation, procurements, or to otherwise engage in the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employed or agent of the County of Nassau, or State of New York, when discharging his or her officients.	nated by any department committee relopment or a lobbying as oyee,
(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 Count 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 the are, to his/her knowledge, true and accurate.
Dated: 9 6 17 Signed: Mm Americ
Print Name: // John Auncmma
Title:

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.

STATE OF NEW YORK

COUNTY OF NASSAU

BID NUMBER 98322-09155-152

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

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 INVITA-TION 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

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER 24 2597470

1-800-568-6436 TOLL FREE TELEPHONE NUMBER: BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Inc Merican Wear **ADDRESS**

CITY

STATE NJ

ZIP CODE

SIGNATURE OF AUTHORIZED INDIVIDUAL AUricmma

PRINT OR TYPE NAME OF SIGNER AND TITLE

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

BID TERMS AND CONDITIONS

- 1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished. 2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- 3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
- 4. PRICES The provisions of the New York State Fair Trade Law (Fed-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 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.
- 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 the 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.
- 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.
- 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.
- 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 ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
 (g) That the items furnished shall conform to all the provisions of the bid and this
- (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 Lieu 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.
- 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.

98322-09155-152

DISCLOSURE STATEMENT

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

Bidders Name: Address:	American 261 N. 18th	Wear, St.	Inc. E.Orange	NJ 07017
	973- 414-92			973-414-8440
1. State Wheth	ner: A Corporation	n <u>/</u>		
	Individual			
	Partnershi	р		

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 Atlached

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BIDDER SIGN HERE _	(XIM	Umenic		President	
	John	BIDDER Auticmma	3	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

phone: 973.414.9200 | fax: 973.414.8440 | 261 N. 18th Street, East Orange, NJ 07017 | www.americanwear.com

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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
Juhn Auriemma President supported by Customer Service Managers;
Stor Name (General Service May) and Carl Nikodem (Long Island Expice May) 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: Name: BO(ES
ADDRESS: 71 (linton 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: YO J. Broadway, Yonkers, Ny 10701
TELEPHONE: 914 · 377 - 6000 CONTACT PERSON Lana Como CONTRACT DATE: Ended December 31, 2012
3. REFERENCE'S NAME: Town of Orangetuwn ADDRESS: 26 Orangeburg Rd. Orangeburg, NY 10962
TELEPHONE: 845.359.5100 CONTACT PERSON Stephan Munno CONTRACT DATE: January 1, 2015
ALL BIDS MUST BE F.O.B. DESTINATION AND ENCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE MM WWW PICIOCA TITLE
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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.

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98322-09155-152

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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 	// BIDDER	TITLE
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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,

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY	WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

98322-09155-152

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, 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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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

98322-09155-152

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, <u>provided, however</u>, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and <u>provided, further</u>, 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 <u>County of Nassau Consultant's</u>, <u>Contractor's and Vendor's Disclosure Form</u>. 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 <u>Lobbyist Registration and Disclosure Form</u>, completed by that individual/organization.

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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: American Wear, Inc.
	Address: 261 N. 18th Jt
	City, State and Zip Code: E. Orange, NJ 07017
2.	Entity's Vendor Identification Number: System 10 # 92786 FEIN # 20-1597470
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability CoClosely Held CorpOther (specify)
4. com	List names and addresses of all principals; that is, all individuals serving on the Board of Directors or barable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all bers and officers of limited liability companies (attach additional sheets if necessary):
	John Auriemma, President - 6 Richland Dr. N. Caldwell, NJ
	Dean Defilippo, VI and Secretary- 1 Leeds Av Pine Brook, NJ
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	Dean octalish to and actions a recovery the proper to
	Dean Descripto, or and defectory a recent the Diook, we
	Dean Detailing, or and defending a second se
	Dean Octorphy, Than Selection, Se
	Dean Octorphy, Than September 3 certs for the Disse, see
	List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is n dividual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a cope 10K in lieu of completing this section.
an i of tl	List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is a dividual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a corporation in
an i of tl	List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is n dividual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a cope 10K in lieu of completing this section.
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an i of tl	List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is n dividual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a cope 10K in lieu of completing this section.
an i of the	List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is n dividual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a cope 10K in lieu of completing this section.

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

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FORMAL SEALED BID PROPOSAL

98322-09155-152 Page 2 of 4 List all affiliated and related companies and their relationship to the firm entered on line 1. above (if 6. 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. Name, title, business address and telephone number of lobbyist(s): (a) None ALL BIDS MUST BE F.O.B. DESTANATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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98322-09155-152

Page 3 of 4

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(c) List whether and where few York State):	e the person/organization is registered as a lobbyist (e.g., Nassau Coun
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. VERIFICATION: This section	on must be signed by a principal of the consultant, contractor or Vendo For the purpose of executing Contracts.
VERIFICATION: This section the tirm of the firm for the undersigned affirms and so swear	on must be signed by a principal of the consultant, contractor or Vendo for the purpose of executing Contracts.
VERIFICATION: This section athorized as a signatory of the firm for the undersigned affirms and so sweare, to his/her knowledge, true and ac	on must be signed by a principal of the consultant, contractor or Vendo for the purpose of executing Contracts. It is that he/she has read and understood the foregoing statements and the curate.
VERIFICATION: This section uthorized as a signatory of the firm for the undersigned affirms and so sweare, to his/her knowledge, true and ac	on must be signed by a principal of the consultant, contractor or Vendo for the purpose of executing Contracts.
. VERIFICATION: This section uthorized as a signatory of the firm f	on must be signed by a principal of the consultant, contractor or Vendo for the purpose of executing Contracts. It is that he/she has read and understood the foregoing statements and the curate. Signed: Manual Signed:
VERIFICATION: This section uthorized as a signatory of the firm for the undersigned affirms and so sweare, to his/her knowledge, true and ac	on must be signed by a principal of the consultant, contractor or Vendo for the purpose of executing Contracts. It is that he/she has read and understood the foregoing statements and the curate. Signed: Print Name: John Auriemma
VERIFICATION: This section uthorized as a signatory of the firm for the undersigned affirms and so sweare, to his/her knowledge, true and ac	on must be signed by a principal of the consultant, contractor or Vendo for the purpose of executing Contracts. It is that he/she has read and understood the foregoing statements and the curate. Signed: Print Name: John Auriemma
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

98322-09155-152

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.

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98322-09155-152

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbying organization retained, employed or designated by any client to influe County, its agencies, boards, commissions, department heads, legislar limited to the Open Space and Parks Advisory Committee and Planni lobbying activities as the term is defined herein. Such matters include proposals, development or improvement of real property subject to C "lobbyist" does not include any officer, director, trustee, employee, c or State of New York, when discharging his or her official duties.	nce - or promote a matter before - Nassau tors or committees, including but not ing Commission; or to otherwise engage in e, but are not limited to, requests for ounty regulation, procurements. The term
Not applicable	:
·	
2. List whether and where the person/organization is registered a York State):	as a lobbyist (e.g., Nassau County, New
Not applicable	
	· ,
3. Name, address and telephone number of client(s) by whom, o employed or designated:	or on whose behalf, the lobbyist is retained
Not applicable	
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4. De	escribe lobbying activity conducted, or to be condity listed. See page 4 for a complete described.	ducted, in Nassau County, and id	entify client(s) for
- 1	Not applicable		
	TV Approved		
			,
			
	ne name of persons, organizations or government	al entities before whom the lobb	yist expects to lobby:
N	ot applicable		: -
			
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FORMAL SEALED BID PROPOSAL

98322-09155-152

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: September 21, 2015	Signed: Mm Mulling	
	Print Name: //John Auyicmma	
	Title: Pranden f	

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FORMAL SEALED BID PROPOSAL

Page 4 of 4:

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The term <u>lobbying</u> 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.

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19

FORMAL SEALED BID PROPOSAL

98322-09155-152

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). 1) Bidder's/Proposer's Legal Name: Amevican Wear. Inc. E. Orange NJ 07017 2) Address of Place of Business: 261 N.18th St. List all other business addresses used within last five years: 3) Mailing Address (if different): Same, Phone: 973-414- 9200 Does the business own or rent its facilities? __ Rent from Dwner of American Wear, Inc. 4) Dun and Bradstreet number: 139691778 5) Federal I.D. Number: 14.4597470 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). ALL BIDS MUST BE F.O.B. DESMINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE

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FORMAL SEALED BID PROPOSAL

Yes	ated to activities performed at, for, or on behalf of an affiliated business. No If Yes, provide details for each such investigation.
been the and loca busines federal	ast 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business a subject of an investigation by any government agency, including but not limited to federal, state al regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated is been the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies, for matters pertaining to that individual's position at or ship to an affiliated business. Yes No If Yes, provide details for each such ation.
before o	or current or former director, owner or officer or managerial employee of this business had, either or during such person's employment, or since such employment if the charges pertained to events gedly occurred during the time of employment by the submitting business, and allegedly related to
	duct of that business: a) Any felony charge pending? No Yes If Yes, provide details for each such charge
	duct of that business: a) Any felony charge pending? No Yes If Yes, provide details for each such
	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
	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
the cond	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?

FORMAL SEALED BID PROPOSAL

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 a	ttached	
Contact Person			
Address			
City/State			
Telephone			
Fax #			
E-Mail Address			

Please see attached.

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Company	98322-09155-152
Contact Person	
Address	
City/State	
Telephone	
Fax #	
E-Mail Address	
Company	
Contact Person	
Address	
City/State	
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See Attached

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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

phone: 973.414.9200 | fax: 973.414.8440 | 261 N. 18th Street, East Orange, NJ 07017 | www.americanwear.com

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.

В.

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

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.

, 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. September Sworn to before me this 211 day of 20 15 Notary Fublic DIANE BELLINI NOTARY PUBLIC STATE OF NEW JERSEY My Commission Expires Feb. 22, 2020 American Wear Inc. Name of submitting business: Signature Title 21 2015 Date

ALL BIDS MUST BE F.O.B.	<u>DESTIMATION AND INCLUDE DELIVERY WITHIN</u>	I DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	Mm anneme	President
	// BIDDER	TITLE

John Auriemma

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 Auricmma, President, American Wear, Inc.	
	Date of birth 6 / 12 / 145 9	
	Home address 6 Rickland Dv	
	City/state/zip N. (aldwcll, NJ 07006	
	Business address <u>261 N. 18th Jt</u>	·
	City/state/zip <u>F. Orunge</u> NJ 07017	
	Telephone 973- 414- 9200	
	Other present address(es) Nonc	
	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 / IZ / I98y	
	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.	
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 centr building/ from my real entite co	mp an
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? NOYES; 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.	
	ALL BIDS MUST BE F.O.B. DESTANATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.	
E	BIDDER SIGN HERE WILLIAM INCLUDER TITLE	
	/ John Ausicmna 26	

FORMAL SEALED BID PROPOSAL

98322-09155-152

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 Section	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 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.	and/or portior initiate proces respor attach	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
		Is there any felony charge pending against you? NO YES If Yes, provide details for each such charge.
		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 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 addi been tl	tion to the information provided in response to the previous questions, in the past 5 years, have you ne subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or
	ALL BIDS	MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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FORMAL SEALED BID PROPOSAL

98322-09155-152 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. DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. **BIDDER SIGN HERE**

CERTIFICATION

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I, Jim Arichma , 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 2 II day of Sch kmber

Notacy Public
DIANE-BELLINI
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Feb 22, 2020

AMCYICAN Wear Inc.

Name of submitting business

Tohn Ayrıcana a

Print name

Front name

Ircitent

Title

9, 21, 2015

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

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Date

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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 involved directly to the using agency, supported by vouchers signed by agency paths the required services as specified. ***********************************	personnel attesting to satisfactory completion of
If a claim voucher is not being submitted, the following certific	
I hereby certify that all items or services were delivered or reno prices charged are in accordance with referenced purchase ord is just, true and correct; that the balance stated herein is actua previously claimed; that no taxes from which the County is exe claimed for disbursements have actually and necessarily been a	dered as set forth in this claim; that the er, delivery order or contract, that the claim lly due and owing and has not been
American Wear, Inc.	9/21/15
Claimant Name	Date
(Nm (Mmunic	President
/ / By Signature	Title
CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLE	TED WILL BE RETURNED TO YOU HINDAID
	TO TOO ONPAID.

Vendors may download claim form NIFS560 at the following URL:

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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELI	VERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED
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/ John Auricinia	30

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 in 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 DE	LIVERY WITHIN DOOF	RS UNLESS OTHERWISE SPECIETES
BIDDER SIGN HERE RIDDER	W	President
VJohn Auriemma	31	TITLE

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 forgoing 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 <u>MUST</u> be inserted with <u>TYPEWRITER OR INK</u>. Entries with <u>WHITE OUT</u>, <u>CROSS-OUTS OR LIFT-OFF TAPE</u>

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 place 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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FORMAL SEALED BID PROPOSAL

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 his 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 DELT	VERY WITHIN DOORS UNLESS OTHERWISE SPECTULES
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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

ALL BIDS MUST BE F.O.B. DESTINATION AND ANCIUDE DELIVE	RY WITHIN DOORS UNLESS OTHERWISE SPECIFIED
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John Auviemma	34 TITLE

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:

FACETY ADDIENDIM TO THIS DAGE IS SDAGE IS DECLIDED FOR STATEME

this day of	, 20_ [5	as the act and deed of said Corporation
Identifying Data:		
Potential Contractor: American Wear	Inc.	
Address: 26 N. 18th /t.		:
treet:		
City, Town, etc: F. Orange, NJ 0	7017	
Telephone: 973-414- 9200	Title:	
f applicable, responsible Corporate Officer		
ame John Auricmma	Title	President
gnature: Mm Ammenic		1
		Sign Here
FAILURE TO COMPLETE THIS FORM	AND SIGN IN APPROPATE TO REJECTION OF THE	RIATE PLACE SHALL RESUL
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ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUBIODER SIGN HERE	44.	President

<u> Uniforms – rental and cleaning</u>

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

BIDDER SIGN HERE

Rental - cost per item, per week:

BLEND GARMENTS 1. Long Sleeve Work Shirt, 65/35 Poly/Cotton Blend. 5914 2. Short Sleeve Work Shirt, 65/35 Poly/Cotton Blend. J ? 24 3. Women's Long Sleeve Work Shirt, Poly/Cotton Blend. 5/13 4. Women's Short Sleeve Work Shirt, 65/35 Poly/Cotton Blend \$\infty\$13 5. Men's Short Sleeve Polo 100% Poly No Pocket Moisture Management 5K90 6. Women's Short Sleeve Polo 100% Poly No Pocket Moisture Management 5 k 4/ 7. Long Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend. J & 70 8. Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend. 5R 60 Women's Long Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend. JR71 10. Women's Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend. SR 61 11. Security Shirt Long Sleeve, Epaulets, Military Creases 65/35 Poly/Cotton. 5916 12. Security Shirt Short Sleeve, Epaulets, Military Creases 65/35 Poly/Cotton. 5666 13. Polo no Pocket, 50/50 Poly/Cotton Blend. J k 72 14. Polo with Pocket, 50/50 Poly/Cotton Blend. J K 82 15. Long Sleeve Polo with Pocket, 50/50 Poly/Cotton Blend. K500Lff 16. Moisture Wicking LS polo \$7657 17. Short Sleeve T-Shirt w/Pocket Solid Color (poly/cotton blend preferred) 8300 18. Long Sleeve T-Shirt w/Pocket Solid Color (poly/cotton blend preferred) PC 61 LSP 19. Flat Front Pant, 65/35 Poly/Cotton Blend. PTVO 21. Cargo Pant, 65/35 Poly/Cotton Blend. IA - Whik -out vied ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

36

FORMAL SEALED BID PROPOSAL

98322-09155-152

22. Security Pant Flat Front, Polyester. HJ2370 23. Women's Cargo Pant, 65/35 Poly/Cotton Blend. PT89 24. Women's Pleated Pant, 65/35 Poly/Cotton Blend. P139 25. Women's Flat Front Pant, 65/35 Poly/Cotton Blend. P721 26. Cargo Short, 65/35 Poly/Cotton Blend. P766 27. Women's Cargo Short, 65/35 Poly/Cotton Blend. P769	\$. 14 \$. 14 \$. 26 \$. 16 \$. 22 \$. 22
28. Permalined Jacket, 65/35 Poly/Cotton Blend. JISP 29. Permalined Hip Jacket, 65/35 Poly/Cotton Blend. JISO 30. 3-Season Jacket w/Fleece Lining. JNIO 31. Long Sleeve Coverall, 65/35 Poly/Cotton Blend. CTIO 32. Winter Parka Jacket w/Hood B3VO 33. Soft Shell Jacket w/Hood JN30 34. Soft Shell Jacket w/out Hood JO66	\$.3 y \$.3 y \$.3 y \$.3 y \$.7 y \$.6 y
COTTON GARMENTS 35. Long Sleeve Shirt, 100% Cotton. \$\iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii	\$. 13 \$. 21 \$. 24 \$. 28 \$. 26 \$. 26 \$. 26 \$. 26
FR GARMENTS 45. Prewashed Denim Jean, Indura 1 FR Cotton. HRC-2, ATPV-18.3 / ETM 46. Long SIv. Shirt, Armorex FR 88/12 Cott./Nylon Blend FR Fabric. HRC-2, ATPV- 9.2 Jlv8 47. Pant, Armorex 88/12 Cotton/Nylon Blend FR Fabric. HRC-2, ATPV-12.4 / Lwt 48. Coverall, Armorex 88/12 Cotton/Nylon Blend FR Fabric. HRC-2, ATPV-12.4 / Long Sleeve Shirt, UltraSoft. HRC-2, ATPV- 8.7 Jet 50. Pant, UltraSoft. HRC-2, ATPV-12.4 / Lotton/Nylon Blend FR Fabric. HRC-2, ATPV-10.9 Jet 8 51. Coverall, UltraSoft. HRC-2, ATPV-12.4 / Lotton/Nylon Blend FR Fabric. HRC-2, ATPV-10.9 Jet 8 53. Long Sleeve Shirt, Armorex, 88/12 Cotton/Nylon Blend FR Fabric. HRC-2, ATPV-8.4 Jet 2 54. Long Sleeve Shirt, Armorex Tecasafe Plus FR. HRC-2, ATPV-8.4 Jet 2 55. Pant, Tecasafe Plus FR. HRC-2, ATPV-9.3 / Mw 2 56. Coverall, Tecasafe Plus FR. HRC-2, ATPV-8.4 CLDV 57. Long Sleeve Shirt, Armorex Nomex CXP. HRC-1, ATPV-5.1 JND v 58. Pant, Armorex Nomex. HRC-1, ATPV-5.8 / NW v 59. Coverall, Armorex Nomex CXP. HRC-1, ATPV-6.5 CNB	\$.62 \$.62 \$.62 \$.98 \$.69 \$.98 \$.99 \$.69 \$.69 \$.69 \$.119 \$.128 \$.126
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.	\$ <u>1.96</u> \$ <u>.37</u>

ALL BIDS MUST BE F.O.B. DESTINATION	N AND INCLUDE DELIVERY WITHIN DOOR	
PIDDED CLOW WEST	1 / III DOOR	S UNLESS OTHERWISE SPECIFIED.
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FORMAL SEALED BID PROPOSAL

98322-09155-152

1.		Short Sleeve Shirt, 65/35 Poly/Cotton Blend, Navy w/Yellow 3M Scotchlin	5 . J.
2.	Enhanced Visibility	Pant, 65/35 Poly/Cotton Blend, Navy w/Yellow 3M Scotchlite Reflecting S	Striping on Legs. \$39
3.	Enhanced Visibility I Sleeves.	Jacket, 65/35 Poly/Cotton Blend, Navy w/Yellow 3M Scotchlite Reflecting	Striping on Front, Back and
4.	Enhanced Visibility (Sleeves.	Coverall, 65/35 Poly/Cotton Blend, Navy w/Yellow 3M Scotchlite Reflecting	ng Striping on Front, Back and
5,	Enhanced Visibility L Back and Sleeves.	ong Sleeve Shirt, 65/35 Poly/Cotton Blend, Greyl w/Orange 3M Scotchlite	Reflecting Striping on Front,
6.	Enhanced Visibility S. Back and Sleeves.	hort Sleeve Shirt, 65/35 Poly/Cotton Blend, Grey w/Orange 3M Scotchlite	Reflecting Striping on Front,
7.	Enhanced Visibility Pa	ant, 65/35 Poly/Cotton Blend, Charcoal w/Orange 3M Scotchlite Reflecting	S
8.	Enhanced Visibility Ja Sleeves.	cket, 65/35 Poly/Cotton Blend, Charcoal w/Orange 3M Scotchlite Reflection	ng Striping on Front, Back and
9.	Enhanced Visibility Co and Sleeves.	overall, 65/35 Poly/Cotton Blend, Charcoal w/Orange 3M Scotchlite Reflec	striping on Front, Back
		CTOWM	\$.54
10.		irt, 100% Fluorescent Lime-Yellow Polyester with 3M Scotchlite Reflectiv	3 . Y7
		irt, 100% Fluorescent Lime-Yellow Polyester with 3M Scotchlite Reflectiv	S . U C
		e-Shirt, 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scot	tchlite Reflective Striping on
13. 1	Hi-Vis Short Sleeve Tee Striping on Front and Ba	e-Shirt, 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scot	chlite Reflective Segmented
14. I	Hi-Vis Jacket, 100% Flu	norescent Lime-Yellow Polyester with 3M Scotchlite Reflective Striping of	Front, Back, and Sleeves.
15. (Optional Zip in/out Line		· · · · · · · · · · · · · · · · · · ·
		Pluorescent Lime-Yellow or Orange Polyecter with 234 G	\$ - 21 /e Striping on Front Book
17. L 18. S	S Shirt Hi Vis Class 2 S Shirt Hi Vis Class 2 S Hi Vis T-Shirt w/pocl	SS 14 HV SS 24 HV	\$. 99 \$. 47 \$. 45 \$. 19
Alla	IDC Mict be #		
WIT B	TDO MOST RE L'O'B' DE	STANATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE	E SPECIFIED.
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FORMAL SEALED BID PROPOSAL

98322-09155-152

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60. Women's Lab Coat with Outside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend	WPIZ 21
61. Unisex Consultation Lab Coat with 2 Chest 2 Lower Organized (D. 1. Collab Blend	\$ <u>. 29</u>
61. Unisex Consultation Lab Coat with 2 Chest, 2 Lower Pockets 80/20 Poly/Cotton Blend Poly/Cotton Blend.	cket), and 2 Lower Inside Pockets 65/35
62. Men's Counter Coat with 3 Outside Best very 90/90 B. 1. 10	\$ 39
63. Women's LS Smock 2 Lower Pockets 80/20 Poly/Cotton Blend. 7731	\$24
3 oshow object tory/Collon Brend.	\$. 24
64. SHOP	
65. 100% Cotton Denim Machinist Apron	.*
66. Poly/Cotton Blend Bib Apron w/3 pockets	\$.75
67. 100% Spun Poly Bib Apron	\$ 31
-F or Dio ripion	\$ 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 Emplem	11.50
Direct Embroidery	·

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIV	/FDV WITHIN DOODS UNIT TO THE
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FORMAL SEALED BID PROPOSAL

98322-09155-152

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

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

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

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

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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE D	FI TVEDY WITTERS BOOK	
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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.

<u>Upcharges</u>

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 1509001 cerhhed.

ALL BIDS MUST BE F.O.B DESTINATION AND INCLUDE DELIV	/FDV WITHIN DOORS UNUESC OF USE WAS A STATE OF THE STATE
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BIDDER	
// John Auriemma	41

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

Juhn Auriemma, 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

<u>AMENDMENT NO. 2</u>

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

fi:vc

Commissioner Shared Services

John Auriemma, 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

Mm Aunema President

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

Commissioner Shared Services

fi:vc

OFFICE OF PURCHASING SUMMARY OF BIDS OPENED: SEPTEMBER 15 BID NO: 98322-09155-152 REQ. NO: NIA TITLE: WORK CLOTHING	PP 9/17/1. PP 9/24/15 , 2015 AT 11 A.M	4T. A. 6	G & K SERVICES	AMERICAN WEAR UNIFORMS	UNIFIRST CORP.		מ	מ	7	χ.	D	5	3	12	ည်	444	के		DETI- AW.	DETAILS OF AWARD TO NO. AMOUNT
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	SS WORK SHIRT		0.22	0.15	0.139														(1)	
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-	WOMEN'S SS WORK SHIRT	1	0.22	0.15	0.147		_	_	-	-	-		-	-	\downarrow	$\frac{1}{1}$	+	-		+
╀╌	MEN;S SS POLO	1	0.25	0.22	0.182		+	_	<u> </u> -	<u> </u>	<u> </u>	_	1	-	+	+	+	<u> </u>		_
+	WOMEN;S SS POLO	69	0.25	0.22	0.179						_					_			-	- -
SS B	SS BUTTON DOWN SHIRT		0.30	0.23	0.212															
	WOMEN'S LS BUTTON DOWN SHIRT		0.30	0.24	0.227														<u>.</u>	L
	WOMEN'S SS BUTTON DOWN SHIRT		0.30	0.23	0.205													ļ.		-
	SECURITY SHIRT LS		3.35	0.24	0.356]				-							-
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+	POLO WITH POCKET		0.30	0.22	0.182					_		-	_		-	_	_		+	-
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	LS T-SHIRT W/POCKET SOLID COLOR		0.18	0.16	0.151															
	FLAT FRONT PANT		0.18	0.14	0.227													ļ		
	PLEATED PANT		0.22	0.23	0.261															-
╀	CARGO PANT).25	0.23	0.284										-	-	-		-	-
22 SECUR	SECURITY PANT FLAT FRONT		0.25	0.24	0.181	_	\downarrow	<u> </u>		+		<u> </u>	_		<u> </u>	-	-	+	-	+
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H	PERMALINED HIP JACKET).37	<u> </u>	0.447			ļ		-					-					+
<u>L</u>	3-SEASON JACKET W/FLEECE LINING		0.40	L	0.500			_						_					-	
31	LS COVERALL		0.35	-	0.346				-			_								-
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40 WRANGI	WRANGLER REGULAR FIT JEAN		0.22	-	0.393							_						<u> </u> -		-
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UNISEX CONSULATION LAB COAT	WOMEN'S LAB COAT	SS SHIRT HI VIST-SHIRT W/POCKET	SS SHIRT HI VIS CLASS 2	LS SHIRT HI VIS CLASS 2	HI-VIS COVERALL	OPTIONAL ZIP IN/OUT LINER	HI-VIS JACKET	HI-VIS LS TEE-SHIRT	HI-VIS SS TEE-SHIRT	HTVIS SS SHIRT	HI-VIS LS SHIRT	ENHANCED VISIBILITY COVERALL	ENHANCED VISIBILITY JACKET	ENHANCED VISIBILITY TAN	ENHANCED VISIBILITY SS SHIRT	ENHANCED VISIBILITY LS SHIRT	ENHANCED VISIBILITY COVERALL	ENHANCED VISIBILITY JACKET	ENHANCED VISIBILITY PANT	ENHANCED VISIBILITY SS SHIRT	ENHANCED VISIBILITY LS SHIRT	COVERALL, SHIRT ARMOREX NOMEX CXP	PANT, ARMOREX NOMEX	LS SHIRT ARMOREX NOMEX CXP	COVERALL, TECASAFE PLUS FR	PANT, TECASAFE PLUS FR	LS SHIRT, ARMOREX TECASAFE PLUS FR	LS SHIRT W/SNAP FRONT, ARMORREX	SS TEE SHIRT, ARMOREX	COVERALL, ULTRASOFT	PANT, ULTRASOFT	LS SHIRT ULTRASOFT	COVERALL, ARMIREX	PANT, ARMOREX	LS SHIRT	PREWASHED DENIM JEAN, INDURA	MEN'S DICKIES CARPENTER JEANS	WOMEN'S JEAN	WRANGLER WOMEN'S JEAN	ARTICLE	QFFICE OF PURCHASING PP 9/17/15 SUMMARY OF BIDS PP 9/24/45 OPENED: SEPTEMBER 15, 2015 AT 11 A.M. BID NO: 98322-09155-152 TITLE: WORK CLOTHING RENTAL & MAINT.
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0.39	0.24	0.19	0.45	0.47	0.99	0.21	0.99	0.19	0.19	0.45	0.47	0,54	0.54	0.39	0.35	0.37	0.54	0.54	0.39	0.35	0.37	1.96	1.28	1.19	0.98	0.69	0.69	0.69	0.49	0.98	0.49	0.69	0.98	0.62	0.62	0.62	0.26	0.26	0.26	2	AMERICAN WEAR UNIFORMS
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D BY																EMBLEMS DIRECT EMPEROTOERS	EMBECT ENBROYSE	EMBLEMS COMPANY	LOCKER RENTAL COST	100% SPUN POLY RIB APRON	POLY/COTTON BLEND RIB APRON W/3POCKETS	100% COTTON DENIM MACHINIST APRON	WOMEN'S LS SMOCK	MEN'S COUNTER COAT	ARTICLE	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.
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Marsha Warrels Deshrucal

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.

*



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 Date: 10/8/15 Recommend award be made to Vendor 2 as the To: Supervisor From: Buyer apparent lowest responsible List of recommended awards in accordance with the Bidder meeting attached summary is shown in column at right. The specifications. Other the low reason for award to other than low bidder is indicated bidder see attached. on the reverse side of this page. Date: To: Director From: Supervisor Concur Disagree (See Reverse) Date: To: Buyer From: Director Approved for Award

Hold award pending discussion

Subject to Legislature Approval

Director (

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.

1.54



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(les) 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).

C	ertif	icate holder in lieu of	such endon	seme	nt(s)	<u> </u>							
PRO	DUC	ER					CONTA	^{CT} Christi	ne Kline	dinst			
Ne	w Z	Agency Partner	s, LLC				PHONE	_{). Ext):} (973)	568-1800		FAX (A/C, No):	(973) 5	88-1901
99	Cł	nerry Hill Roa	ıd				E-MAIL ADDRE	gg. cklined	Linst@new	agencypartn	ers.co	m.	·
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Staff Summary

A-49-2017

Subject: Groceries	(S/B #	39386-081	77-101)		Date		
	(-)	0,0	// /	ı	September	12, 2017	
Department					Vendor Nar		
Office of Purchasin	າອ				H. Schrier &		
Department Head					Contract Nu		
Robert Cleary	Ivanic	•			A-49-2017	iiibci	
Department Head	Signatur	10				anager Name	
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Pro	osed Le	gislative Ac	tion			Interna	l Approvals
То	Date	Approva	Info	Other	Date & Init.	Approval	Date & Approval
Assgn		1			Titt.	Dept. Head	Counsel to C.E.
Comm							VII '
Rules Comm						Budget	County Atty.
Full Leg			,			Deputy C.E.	County Exec.
							,
where thirteen (13) was given a copy of H. Schrier & Co., In recommended that items are calculated	vendors the bid. c. locate H. Schri l by unit for each	viewed the Four (4) ve d in Brookly er & Co., In of measure of those sev	bid, nonendors sugn, New c. be away, such as renty-eig	e of which a abmitted bid York, submi arded a cont pounds, ou	re minority, won s, none of whom tted bids for two ract for seventy- nces or grams, H	nen or veteran are located in hundred five (eight (78) of th . Schrier & Co.	Bid Solicitation Board, owned. Minority Affairs Nassau County. (205) items and it is ose items. When these , Inc., is the lowest cost ng awarded to the lowest
County with satisfa	ctory pei	formance.					ent contracts with Nassau eteen Thousand Eight
Hundred One Doll	rs and F	ifteen Cents	s (\$119,8	01.15) from	General Funds.		and the state of t
Recommendatio	Offic	e of Purchas	sing reco	mmends aw	arding this cont	ract to H. Schr	ier & Co., Inc. as the lowest
responsible bidder	meeting	specificatio	ns.		Berthe Con 17th Fall Market at Arrabit to 5 " Arrabit to 10 " well of the "	1 1	
4 C	5				APPROVED:	U Com	ato 7 9/15/17
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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



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, <u>H. SCHRIER & CO., INC.</u> 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 <u>H. SCHRIER & CO., INC.</u>



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

FORMAL SEALED BID PROPOSAL 39386-08177-101

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 organization retained, employed or designated by any client to influence - or promote a matter County, its agencies, boards, commissions, department heads, legislators or committees, including limited to the Open Space and Parks Advisory Committee and Planning Commission; or to ot lobbying activities as the term is defined herein. Such matters include, but are not limited to, proposals, development or improvement of real property subject to County regulation, procure "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the Coor State of New York, when discharging his or her official duties.	before - Nassau ding but not herwise engage in requests for ements. The term
None	
	ndari van mer
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau York State):	t County, New
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lol employed or designated:	obyist is retained,
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECT BIDDER SIGN HERE BIDDER 17	FIED.

OFFICE OF PURCHASING FORMAL SEALED BID PROPOSAL COUNTY OF NASSAU STATE OF NEW YORK 39386-08177-101 Page 2 of 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. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby: 5.

ALL BIDS MUST BE F.C	D.B. DESTINATION AND	<u>INCLUDE BELIVERY WI</u>	THIN DOORS UNLESS OTHERWISE SPECIFIED.	
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FORMAL SEALED BID PROPOSAL 39386-08177-101

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: /authoritoff
Print Name: Bayla libertoff
Title: President

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

BIDDER SIGN HERE

BIDDER

TITLE

FORMAL SEALED BID PROPOSAL 39386-08177-101

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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS	OTHERWISE SPECIFIED.
BIDDER SIGN HERE	Prisident
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FORMAL SEALED BID PROPOSAL 39386-08177-101

TITLE

PRINCIPAL QUESTIONNAIRE FORM

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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 Principal Name Date of birth Home address City/state/zip Business address H.Schrier & Co. Inc. 4901 Glenwood Road City/state/zip Brooklyn, NY 11234 Telephone Other present address(es) City/state/zip Telephone List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) 2 Shareholder Chairman of Board Chief Exec. Officer Secretary Chief Financial Officer Vice President (Other) Do you have an equity interest in the business submitting the questionnaire? YES NO__ If Yes, provide details. 35 / 0000 PShip 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. DWN, (p.U.T./. Of lease to corporation).

Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit 5. organization other than the one submitting the questionnaire? YES ____ NO 1/2, if Yes, provide details. 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. ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

FORMAL SEALED BID PROPOSAL 39386-08177-101

<u>NOTE:</u> 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 Sectio	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 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 NOV If Yes, provide details for each such instance.
8.	and/or portion initiate proces respon	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and 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.
•		MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
		BIDDER 28

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? YESNO 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 falled 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.
A	LL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
E	BIDDER SIGN HERE / Jour William Pres.
	BIDDER TITLE

FORMAL SEALED BID PROPOSAL 39386-08177-101

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

CERTIFICATION

Sworn to before me this

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, DAVIC LIBERTO Theing 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.

Notary Public

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

Name of submitting business

DAVIA DUFF

Print name

Signature

PYCS I CLOST

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

BIDDER SIGN HERE

BIDDER

TITLE

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 Libertoff
	Date of birth 11/75
	Home address 245 Brookville Rd
	City/state/zip_Brookville_NM_11545"
	Business address H.Schrier & Co. Inc.
	City/state/zip 4901 Glenwood Road Brooklyn, NY 11234
	Telephone 48,859 450
	Other present address(es) NONL
	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 / / / 1/2003
	Chaîrman of Board \ \ \ \ \ \ \ \ Shareholder \ \ \ / \ / \ \ \ \ \ \ \ \ \ \ \ \ \
	Chief Exec. Officer Secretary 1 / 1 / 2000
	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. 35%. 0 Whetship
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 V NO _ If Yes, provide details. D WNS 6. 67/. Of LOSE. to the
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. t	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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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.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 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.	and/or portion initiate proces respor attach	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy adings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
		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 X es, 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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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.
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11.	In the past 5 years, have you or this business, or any other affiliated business. Iisted 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.
	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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FORMAL SEALED BID PROPOSAL 39386-08177-101

CERTIFICATION

Sworn to before me this

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, Jonathan Libert 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.

Notary Public

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

Name or Submitting business

Jonathan Libertoff

Print name

Start Libertoff

Signature

Start Libertoff

Title

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GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/08/2018

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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 1

1.	Principal Name Jame Libertott
	Date of birth 9 30 / 76
	Home address 515 E. 72nd St.
	City/state/zip New York My 12021
	Business addres - H.Schrier & Co. Inc.
	City/state/zip 4901 Glenwood Road
	Telephone
	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 // Treasurer / / Treasurer / / Treasurer / / / Treasurer / / / / / / / / / / / / / / / / / /
	Chairman of Board NAT Shareholder 6 / 1 / 200
	Chief Exec. Officer / ////// Secretary / //////
	Chief Financial Officer Partner / Partner
	Vice President /////
	(Other)
3,	Do you have an equity interest in the business submitting the questionnaire? YES V NO If Yes, provide details. 0 / . 0 W NWSh 1 P
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 (074, 64 Lace to the corporation). For office & water house 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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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 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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FORMAL SEALED BID PROPOSAL 39386-08177-101

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9.	In addition to the information provided in response to the placen the subject of a criminal investigation and/or a civil a local prosecuting or investigative agency and/or the subject was related to activities performed at, for, or on behalf of the business listed in response to Question 5? YES NO investigation.	enti-trust investigation by any federal, state or act of an investigation where such investigation the submitting business entity and/or an affilia	n stad
10.	In addition to the information provided, in the past 5 years response to Question 5, been the subject of a criminal invand/or any other type of investigation by any government and local regulatory agencies while you were a principal oprovide details for each such investigation.	restigation and/or a civil anti-trust investigation agency, including but not limited to federal, s	tate.
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	For the past 5 tax years, have you failed to file any require federal, state or local taxes or other assessed charges, incoharges? YES NO If Yes, provide details for	cluding but not limited to water and sewer	

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FORMAL SEALED BID PROPOSAL 39386-08177-101

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Sworn to before me this /5 day of (lugus + 2017)

Notary Public (

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

Name of submitting business

Jame Li

Jamil

S/gnature

Title

Date

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/05/2018

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FORMAL SEALED BID PROPOSAL 39386-08177-101

PRINCIPAL QUESTIONNAIRE FORM

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1,	Principal Name_Dana_Roseman*
	Date of birth 1/3/77
	Home address 62 Palmer Avenue
	city/state/zip_Scarsdale_Ny_10583
	Business addrer
	H.Schrier & Co. Inc. City/state/zip 4901 Glenwood Road
	Telephone Brooklyn, NY 11234 10.258.7550
	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 / A Treasurer / N/A Chairman of Board / A Shareholder U / _ / 200 Chief Exec. Officer / A Secretary / A Chief Financial Officer / Partner / A Vice President / _ / A (Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details. O / O W NOSh I P
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. OUNS (F7/1 OF LOSE FO-ML COMPONATION OF ACL + Warehouse Grace Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit
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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FORMAE SEALED BID PROPOSAL 39386-08177-101

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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.			
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	·	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.			
		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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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. Iisted 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.
	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 NOV If Yes, provide details for each such year.
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Date

FORMAL SEALED BID PROPOSAL 39386-08177-101

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Question and analysis in addition to onest an	to a contract with the subtrituing business entity.
Sworn to before me this / day of lugust 2	20_17
Hay Public 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 Gleuwood Road Brooklyn, NY 11234	
Name of submitting business Dana Roseman' Print name	

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

PRINCIPAL QUESTIONNAIRE FORM

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1.	Principal Name DWN LLF
	Date of birth 5/19/71
	Home address 3 Hilview Ch
	City/state/zip/MONK, MU 10504
	Business address H.Schrier & Co. Inc.
	4901 Glenwood Road City/state/zip Brocklyn, NY 11234
	Telephone
	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 / Treasurer / Treasurer
	Chairman of Board Nath Shareholder 6 / 1 / 200
	Chief Exec. Officer Secretary Secretary
	Chief Financial Officer Partner N/A
	Vice President / / / / / / / / / / / / / / / / / / /
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details. 0 // 0 W NOTED NO
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 V NO If Yes, provide details, 10:10:71/10:00 (ACCO)
	YES VNO_ If Yes, provide details. U. U.71. OF LEUSE TO THE COMPORATION FOR WATHOUSE + 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.
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FORMAL SEALED BID PROPOSAL 39386-08177-101

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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.

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

Notary Public

H.Schrier & Co. Inc. 4901 Glenwood Road Brooklyn, NY 11234 GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

Name of submitting business

it name

Signature

Title

Date

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

BIDDER SIGN HERE

Bidder 4/4/1/3/9

TITLE

FORMAL SEALED BID PROPOSAL 39386-08177-101

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.

	te: 8/14/17 H.Schrier & Co. Inc. 4901 Glenwood Road
	Proposer's Legal Name: Brooklyn, NY 11234
2)	Address of Place of Business: P:718.258.7550 - F:718.258.9586
Lis	t all other business addresses used within last five years:
,	Mailing Address (if different): one :
	es the business own or rent its facilities?
	Dun and Bradstreet number: 15-999-863Z
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
	BIDDER SIGN HERE BIDDER BIDDER TITLE
	21

FORMAL SEALED BID PROPOSAL 39386-08177-101

other gov bond), da	eroposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any emment entity terminated? Yes No If Yes, state the name of bonding agency, (if a te, amount of bond and reason for such cancellation or forfeiture: or details regarding the on (if a contract)
11) Has the p date, cou	roposer, during the past seven years, been declared bankrupt? Yes No/ If Yes, state it jurisdiction, amount of liabilities and amount of assets
business, state or lo officer of a investigati was relate	the five years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, cal prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or any affiliated business been the subject of a criminal investigation and/or a civil anti-trust ion by any federal, state or local prosecuting or investigative agency, where such investigation and to activities performed at, for, or on behalf of an affiliated business. No V If Yes, provide details for each such investigation.
been the s and local r business t federal, st relationshi	t 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business subject of an investigation by any government agency, including but not limited to federal, state regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated been the subject of an investigation by any government agency, including but not limited to ate and local regulatory agencies, for matters pertaining to that individual's position at or ip to an affiliated business. Yes No If Yes, provide details for each such on
before or or that allege	current or former director, owner or officer or managerial employee of this business had, either during such person's employment, or since such employment if the charges pertained to events addy occurred during the time of employment by the submitting business, and allegedly related to ct 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
ALL BIDS MUS	T BE F.O.B. DESTINATION AND INCLUDE BELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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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
any sanct	et (5) years, has this business or any of its owners or officers, or any other affiliated business had ion imposed as a result of judicial or administrative proceedings with respect to any professional eld? Yes No; If Yes, provide details for each such instance
applicable sewer cha response	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any federal, state or local taxes or other assessed charges, including but not limited to water and arges? Yes NoV If Yes, provide details for each such year. Provide a detailed to all questions checked 'YES'. If you need more space, photocopy the appropriate page and the questionnaire
	ailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
7) Conflict of a)	Interest: 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.
	(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.
	(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.
b)	Please describe any procedures your firm has, or would adopt, to assure the Gounty that a conflict of interest would not exist for your firm in the future.
extensive (esume or detailed description of the Proposer's professional qualifications, demonstrating experience in your profession. Any prior similar experiences, and the results of these es, must be identified.
	es, must be identified. proposer be other than an individual, the Proposal MUST include: te of formation; The F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
i) Dai	e of formation;
ALL BIDS MUS BIDDER SIGN	11:11:112 DISC
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H. SCHRIER & CO., INC.

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

FSI - LICENSING UNIT 518-485-5326

10B AIRLINE DRIVE. ALBANY, NEW YORK 12235

· 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

Rochester

Syracuse

Albany

Metro NY, LI & SI

716 847-3185

585 427-2273

315 487-0852

518 485-5326

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

Entity No.: 117521

Expires: 12/31/2017

Department of Agriculture and Markets Albany, NY 12235

Certificate No.: 14295

Fee Paid: \$400

Estab No.: 618577

FOOD WAREHOUSE

Pursuant to Article 28 of the Agriculture and perform those activities for which it has applied

This license cannot be sold or transferred,

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

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	
	RIER & CO INC 1 GLENWOOD RO			Read "NOTICE TO I on reve	ICENSEE" erse side	
	OKLYN . L GLENWOOD RO!		34-1131	Please exam for accuracy. Report errors	LICENSEE: Please examine this Certificate for accuracy. Report errors to P.A.C.A. Office at above address	
BROO	OKLYN	NY 112	34-1131	132 WOO 96 WHI	i coa	
Phone: (718)	258-7500 Fax:	(718) 258-9586 Ema	ìl;	SCHRIERFOODS@AOL.	СОМ	
EIN: 1128	54301		STATE IN WHICH INCORPO NEW YO		DATE INCORPORATED 12-19-1986	
NAME (LAST - FIRST - MIDDLE INITIAL)						
LIBERTOFF	JONATHAN		The state of the s	,	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 Charl at Part

H. SCHRIER & CO., INC.

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

Company	He 46
Contact Person	, J
Address	
Telephone	
Fax#	
E-Mail Address	
Company	Sec Page 5
Company	Sec Page 5
Company	Sec Page 5
Company Contact Person	Sec fage 5
Company Contact Persor Address City/State	Sec Page 5
Company Contact Persor Address City/State Telephone	Sec lage 5

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	BIDDER 25	TITLE

FORMAL SEALED BID PROPOSAL 39386-08177-101

CERTIFICATION

THIS QUESTIONNAIRE MAY RESULT RESPONSIBLE WITH RESPECT TO THE SUBJECT THE PERSON MAKING THE I. DAVICE LIBERTON, being contained in the foregoing pages of this full and complete answers to each item to notify the County in writing of any change and before the execution of the contract;	IN RENDERING THE PRESENT BID COME. FALSE STATEMENT IN THE PRESENT BID COME. THE PRESENT	that I have read and understand all the items e following pages of attachments; that I supplied my knowledge, information and belief; that I will occurring after the submission of this questionnaire tion supplied by me is true to the best of my nty will rely on the information supplied in this
Sworn to before me this /5 day of	august	2017
Motary Public Jubi		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	
By: Print name Signature		
Title		
8 / /5 / 12 Date		

	A STATE OF THE STA		
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FORMAL SEALED BID PROPOSAL 39386-02177-101

Page 1 of 4

COUNTY OF NASSAU

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

۱.	Name of the Entity:	H.Schrier & Co. Inc. 4901 Glenwood Road Brooklyn, NY 11234	
	City, State and Zip Code:	P:718.258.7550 - F:718.258.9586	
2.	Entity's Vendor Identification Num		
3.		orpPartnershipJoint Venture	
		cely Held CorpOther (specify)	
4. comp memt	the language will manage and live itself	incipals; that is, all individuals serving on the Board of Direct partners, all corporate officers, all parties of Joint Ventures. companies (attach additional sheets if necessary):	stors or , and all
	4	Hacked	
5. an inc of the	List names and addresses of all sh dividual, list the individual sharehold to 10K in lieu of completing this section.	hareholders, members, or partners of the firm. If the shareholders/partners/members. If a Publicly held Corporation inclution.	lder is not de a copy
		INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.	
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1943	BID	DER	

H. SCHRIER & CO., INC.

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

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 relations none, enter "None"). Attach a separate disclosure form for each a part in the performance of this contract. Such disclosure shall be companies not previously disclosed that participate in the perform	affiliated or subsidiary company that may take updated to include affiliated or subsidiary
7. List all lobbyists whose services were utilized at any stage etc.). The term "lobbyist" means any and every person or organizelient to influence - or promote a matter before - Nassau County, heads, legislators or committees, including but not limited to the cand Planning Commission. Such matters include, but are not limit improvement of real property subject to County regulation, procut the term is defined herein. The term "lobbyist" does not include a counsel or agent of the County of Nassau, or State of New York,	its agencies, boards, commissions, department Open Space and Parks Advisory Committee ited to, requests for proposals, development or irements, or to otherwise engage in lobbying as any officer, director, trustee, employee,
(a) Name, title, business address and telephone number	er of lobbyist(s):
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN	DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE BIDDER 14	TITLE

FORMAL SEALED BID PROPOSAL 39386-08177-101

Page 3 of 4

(b) Describe lobbyin lobbying activities.	g activity of each lobbyist. See page	4 of 4 for a complete description of
NOIL		
	, , , , , , , , , , , , , , , , , , ,	
New York State):		stered as a lobbyist (e.g., Nassau County,
<u>None</u>		
	4	
8. VERIFICATION: This authorized as a signatory of the	section must be signed by a principal firm for the purpose of executing Cor	of the consultant, contractor or Vendor ntracts.
The undersigned affirms and so are, to his/her knowledge, true a	swears that he/she has read and unde	rstood the foregoing statements and they
/ 1		
Dated: 8/15/17	Signed: / AN Print Name: DAVICE	May 1
,	Title: Proside	ent i
ALL BIDS MUST BE F.O.B. DESTINA	TION AND INCLUDE DELIVERY WITHIN DOO	ORS UNLESS OTHERWISE SPECIFIED.
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FORMAL SEALED BID PROPOSAL 39386-08177-101

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.

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

BIDDER SIGN HERE

TITLE

FORMAL SEALED BID PROPOSAL



STATE OF NEW YORK

COUNTY OF NASSAU

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

BUYER Linda A. Mills TELEPHONE (516) 571-6109

BID NUMBER 39386-08177-101

Dated: July 27, 2017

BID OPENING DATES August 17, 2017, 11:00 A.M. (E/D.S.T.

REQUISITION NUMBÉR 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 OUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 11(4/17) 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 INVITA-TION 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

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

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	TATE	ZIP CODE TELEPHONE	Televola 1
SIGNATURE OF AL	WWW.		PRINT OR TYPE NAME OF SIGNER AND TITLE	_

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

BID TERMS AND CONDITIONS

- 1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished. 2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- 3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
- 4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price disctimination 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 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 uscless 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 officred by the Bidder meet the requirements set forth heroin and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be propared, if requested by the Director, to present evidence of experience, obility 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 hids are not compiled 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 the 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.
- 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.
- 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 loss, 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 Santrdays, 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, nels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the Ltd.
- 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 for marking of the manufacturer.
- 19. Billings for deliveries must be remdered 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 reweighting 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 exicallation of order at Vendors expense.
- 22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from Hability 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, of in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- (a) 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
- (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 hermless 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 it respective 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.
- (b) 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, 220c 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 undered of 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 horeby 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 provious consent in writing of the officer, board or agency awarding the contract.
- The County of Nassou will not be responsible not 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 duty/ designated representative.

DISCLOSURE STATEMENT

	DISCLOSURE STATEMENT
THE NASSAU COL	UNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN
Bidders Name:	H.Schrier & Co. Inc. 4901 Glenwood Road
Address:	Brooklyn, NY 11234
Telephone No:	P:718.258.7550 - F:718.258.9586
1. State Whether	r: A Corporation
	Individual
	Partnership
	GUIDELINES FOR DISCLOSURE
DISCLOSURE MU INFORMATION C	UNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. IST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED IN A SEPARATE SHEET AND ATTACH TO BID.)
1) Sole Pro	prietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
2) Closely I	teld Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
directors	
	Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
-	hip. The Names and Home Address of all General and Limited Partners.
	Liability Company. The Names and Home Addresses of all Members.
	Liability Partnership. The Name and Home Addresses of all Members.
8) Joint Ve	inture. The Names and Home Addresses of all Joint Ventures.
NOTE: IF ANY ** *IN THE CASE ONECESSARY.	ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY. OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DESIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE President

BIDDER'S NAME:	H.Schrier & Co 4901 Glenwoo		<u>XTEMENT</u>	
ADDRESS:	Brooklyn, NY P:718.258.7550 – F:71	11 234 8,258.9586	And the second s	
1. STATE WHETHER	: CORPORATION	IN	DIVIDUAL PAR	RTNERSHIP
ODECTOCKET EX	ON OR PARTNERSHIP LIST I	NAME(S) AND AD	dress(s) of officer(s) or m 1886 MuHanta	ember(s) own Rd.
VICE PRESIDENT			Muttontown.	NU 1179 1
SECRETARY ,	inathan Lik	zertoff	245 Brooks	ille. Ro
TREASURER	A DAY WA		Brookville M	1 11.545
3. HAVE YOU FILED IF SO WHEN? 7	A QUALIFICATION STATEM AUGUST 2015	IENT WITH THE	COUNTY OF NASSAU?	ec.
	OUR FIRM, EVER FAILED TO		NESS UNDER YOUR PRESENT N	ame? <u>50 y rs</u> NO
Produce,	/Non foods		RM INTERESTED? FNOZUL	Algorithm (4 to 1) to 1)
7. WHAT IS THE EX OF THIS BID?	PERIENCE OF THE PRINCIP	AL INDIVIDUALS	OF YOUR ORGANIZATION RELA	TING TO THE SUBJEC
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Dan Wallis	Sen. Buyer	· 41+	48	
8. IN WHAT MANNE	ER HAVE YOU INSPECTED T	HIS PROPOSED '	WORK? EXPLAIN IN DETAIL	
all bids must be	F,O.B. DESTINATION AND INC	Witil		esident

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FORMAL SEALED BID PROPOSAL 39386-08177-101

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COUNTY OF THE PERCONAL SUBERVISION OF WHOM? GIVE
9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE
NAME AND PRESENT POSITION
Dan Wallis
CONDECEDENCES OF DAST PERFORMANCE
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
NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE EIGHT SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.
1. REFERENCE'S NAME:
ADDRESS:
CONTACT PERSON
TELEPHONE;CONTRACT DATE:
2. REFERENCE'S NAME:
ADDRESS:
TELEPHONE: CONTACT PERSON
CONTRACT DATE:
3. REFERENCE'S NAME:
ADDRESS:
TELEPHONE:CONTACT PERSONCONTRACT DATE:
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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

FORMAL SEALED BID PROPOSAL 39386-08177-101

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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FORMAL SEALED BID PROPOSAL 39386-08177-101

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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FORMAL SEALED BID PROPOSAL 39386-08177-101

- (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.
- (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:
 - 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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FORMAL SEALED BID PROPOSAL 39386-08177-101

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, 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/WBB 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/RPP 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/WBB 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
- 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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FORMAL SEALED BID PROPOSAL 39386-08177-101

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

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<u>IMPORTANT</u>

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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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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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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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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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:

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

Subscribed to under penalty of this 15th Partnership.	perjury under the laws of the State of New York, _day of	<u> 1-</u> .s	the act and deed of said Corporation or
Identifying Data:			
Potential Contractor:			
Address:	H.Schrier & Co. Inc. 4901 Glenwood Road	<u> </u>	
Street:	Brooklyn, NY 11234 P:718.258.7550 - F:718.258.9586	,	
City, Town, etc.			
Telephone:		Title: _	President.
If applicable, responsible Name	e Corporate Officer Libertoff	. Title _	President.
Signature:	found but toff	,,,,	Sign Here
FAILURE TO CO	omplete this form and sign in ap automatic rejection o	PROPE F THE	uate place shall result in BID.
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FORMAL SEALED BID PROPOSAL 39386-08177-101

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 <u>MUST</u> be inserted with <u>TYPEWRITER OR INK</u>. Entries with <u>WHITE OUT</u>, <u>CROSS-OUTS OR LIFT-OFF TAPE</u> <u>MUST</u> 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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FORMAL SEALED BID PROPOSAL 39386-08177-101

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 place 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 <u>MUST BE COMPLETED</u> and submitted with bid. See page <u>4</u> 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 his 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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FORMAL SEALED BID PROPOSAL 39386-08177-101

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.

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 NIFS560 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

	Estimated Usage-6			
	Months	Unit	Items and Description	Unit Price
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	s 37.90
2)	2	CS	393-65-000-000: MILK, POWDERED, WHOLE, INSTANT, 6/5#/CASE	\$X
3).	10	CS	393-64-100-000: MILK, EVAPORATED, 6/10 CANS/CASE	s_ <i>52.16</i>
4)	100	CS	393-48-740-000: CHEESE SAUCE, "NUGGET" OR EQUAL, 6/#10 CANS/CASE	s_2698
5)	100	CS	393-54-730-000: PEACH HALVES, LIGHT SYRUP, 6/#10 CANS/CASE "DEL-MONTE" "DAPHNE" OR EQUAL	s_2284
6)	250	CS	393-54-750-000: PEAR HALVES, BARTLETT, LIGHT SYRUP, US #1, 6/#10 CANS/CASE	s <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	s_3-88

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	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
8)	6	CS	393-54-200-100: APPLESAUCE,"MOTTS ORIGINAL 6/#10 CANS/CASE	s_/b74
9)	15	CS	393-86-000-010: CABBAGE, RED, 6/310 CANS/CASE	s_27.98
10)	300	CS	393-86-500-010: THREE BEAN SALAD, 6/10/CASE	s 2444 s
11)	50	CS	393-86-000-020: GARBANZO BEANS, (CHIC PEAS)	s_/6.38
12)	400	CS	393-86-200-000: BEETS SLICED MED. STD. 6/#10 CANS/CASE, GRADE A	s_/6.90
13)	10	CS	393-86-140-000: BEANS, GREEN, SNAP, ROUND, SIZE 4, US #1 6/#10 CANS/CASE	s_15,24
14)	20	CS	393-86-000-030: BEANS, CANNED WHITE, IN TOMATO SAUCE, VEGETARIAN, 6/#10/CANS/CS	s_15.98 ·
15)	10	CS	393-86-190-000: BEANS, SNAP, WAX, ROUND, SIZE 4 OR 5 US #1, 6//#10CANS/CASE	s_16-98

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	Estimated Usage-6			
	Months	Unit	Items and Description	Unit Price
16)	300	CS	393-86-150-000: KIDNEY BEANS, 6/#10 CANS/CASE	<u>s_1761</u>
17)	10	CS	393-86-150-100: REFRIED BEANS, 6/#10 CANS/CASE	s 3244
18)	10	CS	393-86-620-000: PIMENTOS, WHOLE, 24/14 OZ/CASE	s <u>9/68</u>
19)	10	BAGS	393-87-310-000: NAVY BEANS, DRIED, 25 POUND BAGS ONLY	s 1598
20)	20	CS	393-86-590-000: PEAS, SWEET, SIZE 3-6 6/#10 CANS/CASE	s_11.98
21)	12	BAGS	393-87-520-000: PEAS, GREEN, SPLIT, DRIED 25 POUND BAGS ONLY	s_/2.7/
22)	12	BAGS	393-87-520-100: BLACKEYE PEAS, US FANCY, 25 POUND BAGS ONLY	s_/8.98
23)	50	CS	393-87-550-000: POTATOES, INSTANT, GRANULES, NO MILK, 6/#10 CANS/CASE	s_33.48
24)	80	CS	393-86-650-000: POTATOES, WHOLE, SWEET, GOLDEN, IN SYRUP, 6/#10 CANS	s_19.98
25)	20	CS	393-86-660-000: POTATOES, WHITE, WHOLE, 6/#10 CANS/CASE	s_1852
26)	10	CS	393-86-520-000: MUSHROOMS, STEMS & PIECES, 6/#10 CANS/CASE	s_2638

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FORMAL SEALED BID PROPOSAL 39386-08177-101

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
27)	10	CS	393-86-220-000: CARROTS, SLICES, US FANCY, 6/#10 CANS/CASE	s_/690
28)	50	CS	393-86-820-000: TOMATO PASTE, ITALIAN, 6/10	s_ 22 38
29)	40	CS	393-86-821-000: TOMATO PUREE, 6/#10 CANS/CASE	s 1598
30)	5	CS	393-86-810-000: TOMATOES, US #1 (EXTRA STANDARD) 6/ #10 CANS/CASE	s_1486
31)	50	CS	393-86-811-000: TOMATOES, CRUSHED, US #1 (EXTRA STANDARD) 6/#10/CANS/CASE	s_1368
32)	100	CS	393-86-811-200: TOMATOES, GROUND, 7-11 ONLY 6 #10 CANS/CASE/STANISLAUS	s_23.94
33)	50	CS	393-86-811-300: TOMATOES, PLUM, ALTA CUCINA, 6/#10 CANS/CASE, STANILAUS ONLY	s_26—
34)	40	CS	393-86-811-400: SAPORITA, (STRIPS OF TOMATOES) 6 #10/CANS/CASE STANILAUS ONLY	\$X
35)	10	CS	393-48-310-000: TOMATO CATSUP, US FANCY, 6 #10/CANS/CASE	s_/62/
36)	75	CS	393-86-730-000: SAUERKRAUT, SHREDDED, US FANCY, 6/#10 CANS/CASE	s_22.50
37)	10	CS	393-86-240-000: CORN, YELLOW WHOLE KERNEL, US #1, EXTRA STANDARD, 6/#10 CANS/CASE	s_/608

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	Estimated Usage-6			
	Months	Unit	Items and Description	Unit Price
38)	5	BAGS	393-87-311-000: LENTILS, DRIED, FANCY 25 POUND BAGS ONLY	s_1909
39)	5	BAGS	393-87-312-000: BARLEY, PEARL, 25 POUND BAGS	s_1268
40)	250	BAGS	393-87-311-100: PINTO BEANS, FANCY, 25 POUND BAGS ONLY	s_/456
41)	5	BAGS	393-87-311-200: BLACK BEANS, FANCY 25 POUND BAGS ONLY	s_/678
42)	5	CS	393-86-380-000: HOMINY GRITS,12/24 OZ/CS	s_19.46
43)	12	CS	393-60-130-000: APPLE JUICE 12/46 OZ/CS NO GLASS	s 14.78
44)	5	CS	393-48-730-000: CRANBERRY SAUCE, 24/303 CANS/CASE, "OCEN SPRAY" OR EQUAL	s_26.14
45)	10	CS	393-60-141-000: APPLE CIDER, 4/1 GALLON/CASE NO GLASS	s_/7/4/
46)	18	CS	393-60-320-000: CRANBERRY JUICE COCKTAIL, 12/46 OZ/CASE, "MOTTS" OR EQUAL NO GLASS	s_17.16
47)	10	CS.	393-60-450-000: GRAPE JUICE, UNSWEETENED, 12/46 OZ/CASE NO GLASS	$\sim 14^{\circ} V(C)$
48)	10	CS	393-60-640-000: PINEAPPLE JUICE, UNSW. HAWAIIAN, 12/#5 CANS/CASE, DOLE OR EQUAL CANS ONLY	s_0700 s_098

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	Estimated Usage-6			
	Months	<u>Unit</u>	Items and Description	Unit Price
49)	75	CS	393-60-560-000: LEMON JUICE, 12/1 QT./CASE, "REALEMON" OR EQUAL NO GLASS	s: 15.48
			Pure-	•
50)	15	CS	393-53-850-000: ONIONS, SLICED, DEHYDRATED, 6/ 1 ½ LBS./CASE	s_28.90
51)	50	CS	393-53-850-010: GARLIC, DEHYDRATED, GRANULES, 12/24 OZ/CASE	s
52)	600	Box	019-66-030-000: RICE, CONVERTED, "CHEFWAY" "PAR EXCELLENCE' OR EQUAL, 50 LB/BAG OR BOX	s_17-98 A
53)	10	CS	393-43-000-000: MATZO, REGULAR AND FOR PASSOVER, 6/5 LB/CASE OR 30 LB/CASE	\$
54)	12	CS	393-42-250-000: CORNSTARCH, 24/1 LB/CASE	s 15.87
55)	5 ·	C\$	393-76-000-000: BAKING SODA, 24/1 LB./CASE	s 1338
56)	5 ~	CS	393-32-150-000: BAKING POWDER, 6/5LB/CASE	s_4990
57)	20	CS	393-57-300-000: HONEY, US GRADE A, 12/16 OZ/JARS/CASE	s_3350
58)	10	GAL.	393-50-300-000: COLORING, CARAMEL, 1 GALLON	\$

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	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
59)	110	QT	393-50-301-000: COLORING, VEGETABLE, PURE EGG SHADE, 1 QT. BOTTLES	\$ <u> </u>
60)	5	CS	393-03-001-000: CORNFLKAKE CRUMBS, 12/21 OZ/CASE, "KELLOGGS" OR EQUAL	\$_3556
61)	15	BAGS	393-90-310-000: YEAST, DRY, PACKED 1 LB/BAG, "FLEISHMANS" OR EQUAL	\$ <u> </u>
62)	110	BAGS	393-51-770-000: FLOUR, ALL PURPOSE ENRICHED, 50/POUNDS/BAG	s_14.98
	"GEI		CAKE AND MUFFIN MIX ', "MODERN MAID" OR EQUAL, ALL PACKED 6/5 D/CASE NO BULK MIXES ACCEPTED	,
63)	150	CS	393-46-500-000: PANCAKE MIX	s_17.58
64)	10	CS	393-47-211-000: DEVILS FOOD MIX	s_3540
65)	15	CS	393-47-212-000: WHITE CAKE MIX	s_2009
66)	5	CS	393-47-213-000: BROWNIE MIX	s 25/5
67)	15	CS	393-46-490-000: CORN MUFFIN MIX	s_21.70

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FORMAL SEALED BID PROPOSAL 39386-08177-101

	Estimated Usage-6 Months	<u>Unit</u>	Items and Description	Unit Price
68)	20	CS	393-47-214-000: YELLOW CAKE MIX	s_30.50
69)	5	CS	393-47-215-000: POUND CAKE MIX	s_59.80
70)	5	CS	393-46-401-000: OAT BRAN MUFFIN MIX	s <u>47.95</u>

CONTINUED ON NEXT PAGE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price	
71)) MACARONI, NOODLES & SPAGHETTI, SEMOLINA, ALL PACKED 20 LBS/CS UNLESS OTHERWISE INDICATED, ALL ENRICHED				
A)	20	CS	393-61-770-000: SPAGHETTI	s_8-37	
В)	1,400	CS	393-61-520-000: MACARONI, ELBOWS	s_837	
C)	20	CS	393-61-521-000: ZITI	s_8-37	
D)	300	CS	393-61-522-000: MEDIUM SHELLS	s 8-37	
E)	20	CS	393-61-523-000: RIGATONI	s 837	
F)	10	CS	393-61-524-000: LASAGNA	s <u>//80</u>	
G)	10	CS	393-61-525-000: PENNE	s_831	
H)	20	CS	393-61-527-000: FETTUCINI	s_1395	
I)	75	CS	393-61-526-000: ROTINI	s_837	
J)	10	CS	393-61-570-000: MEDIUM NOODLES 10 POUND/CASE	s_7//	

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	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
			BARILLA SEMOLINA PASTAS ONLY	
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>\</u>
N)	50	CS	393-61-523-100: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE RIGATONI	\$
O)	25	CS	393-61-770-200: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE SPAGHETTI	\$
P)	20	CS	393-61-770-300: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE BOWTIES	\$
Q)	20	CS	393-61-770-400: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE ELBOWS	\$

ALL BIDS MUST BE F.O.	B. DESTINATION AND INCLUDE DELIVERY WITHIN D	OORS UNLESS OTHERWISE SPECIFIED.
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

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<u>Usage-6</u>			77 h 75 l
Months	Unit	Items and Description	Unit Price

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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.

			TE: 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	s_19:78
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	s 25-20 f
76)	85	CS	393-35-010-000: SPECIAL K, 70/CASE, KELLOGGS OR EQUAL.	s_28.17
77)	50	CS	393-35-320-000: CORN POPS, 70/CASE, KELLOGGS OR EQUAL	s 2726
78)	45	CS	393-35-360-000: CAPTAIN CRUNCH CEREAL 70/CASE, PEPSI-CO OR APPROVED EQUAL	\$X
79)	50	CS	393-35-330-000: "FROSTED FLAKES, 70/CASE KELLOGGS OR EQUAL	s_2646
AL	L BIDS MUST BE	F.O.B. DE	STINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERW	ISE SPECIFIED.
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

	Estimated Usage-6			
	<u>Months</u>	Unit	Items and Description	Unit Price
80)	15	CS	393-35-650-000: RICE KRISPIES, 70/CASE KELLOGGS OR EQUAL	s 2506
81)	50	CS	393-35-230-000: RAISIN BRAN, 70/CASE, KELLOGGS OR EQUAL	s_267/
82)	5	CS	393-35-370-000: PRODUCT 19, 70/CASE, KELLOGGS OR EQUAL	\$ <u> </u>
83)	75	CS	393-35-520-000: CHEERIOS, 70/CASE, GENERAL MILLS OR EQUAL	s_/820
84)	5	CS	393-35-420-000: COCOA KRISPIES, 70/CASE KELLOGGS OR EQUAL	<u>\$</u>
85)	10	CS	393-35-234-000: BRAN FLAKES, 70/CASE KELLOGGS OR EQUAL	s_2787
86)	5	CS	393-35-660-000: CRISPIX, 70/CASE, KELLOGGS OR EQUAL	sX
87)	5	CS	393-35-400-000: GRANOLA, 70/CASE, KELLOGGS OR EQUAL	s_33.50

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	Estimated Usage-6			
	<u>Months</u>	<u>Unit</u>	Items and Description	Unit Price
88)	80	CS	393-35-410-000: HONEY NUT CHEERIOS, 70/CASE, GENERAL MILLS OR EQUAL	s 1810
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	s_2848
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	\$2868
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	\$ 280 f
93)	20	CS	393-81-130-000: SUGAR, BROWN, DARK, 24/1 LB/CS. DOMINO, SAVANNAH OR EQUAL	s_2440
94)	20	CS	393-81-131-000: SUGAR BROWN, LIGHT, 24/1LB/CS	s_2440
95)	10	CS	393-81-000-000: SUGER, CONFECTIONERY, 24/1LB/BOX	s 2440
96)	10	CS	393-82-550-000: SYRUP, MAPLE, PANCAKE, IND. 100 1 & ½ OZ/CASE, SMUCKERS OR EQUAL	s_419

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	Estimated Usage-6			
	Months	Unit	Items and Description	Unit Price
97)	200	CS	393-82-551-000: SYRUP, MAPLE, TABLE, PACKED 4/1 GALLON/CASE	s_/650
98)	50	CS	393-82-552-000: SYRUP, 10% MAPLE, TABLE, 12/24 OZ/CASE	s_1950
99)	5	CS	393-82-500-000: MOLASSES, 4/1 GAL/CASE	s 49.89
100)		SUGAR, I OR SUGA	PRODUCT TO BE OBTAINED ONLY FROM SUGAR CANE R BEETS, PACKED:	2 - 1
A)	160	BAGS	393-81-630-000: GRANULATED SUGAR, 50/LB/BAG	s 0344
B)	75	CS	393-81-632-000: SUGAR PACKETS, IND. 1/90Z EA. 2,000/CASE	s_7.96
101)	30	CS	393-81-740-000: SUGAR SUBSTITUTE, "SUGAR TWIN" "SWEET & LOW" ONLY IND. NO CYCLAMATES, 3M/CASE	s_9-09
102)	5	CS	393-81-741-000: SUGAR SUBSTITUTE, "EQUAL" ONLY, 2M/CASE	s 2585
103)	6	CS	393-59-430-000: GRAPE JELLY, PURE FRUIT, 6/#10 CANS/CASE, "POLONER" OR EQUAL	s 3625
104)	50	CS	393-49-410-000: GRAPE JELLY, IND. 200/CS ½ OZ. EACH	s 6.75
105)	6	CS	393-59-420-000: STRAWBERRY JELLY, IND ½ OZ. EA. 200/CASE	\$
106)	5	CS	393-47-454-100: ORANGE MARMALADE, SMUCKERS, POLANER OR EQUAL, 2/5 LTRS.	\$
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

	<u>Usage-6</u> <u>Months</u>	Unit	Items and Description	Unit Price
107)	40	CS	393-78-200-000: CHICKEN BROTH, CLEAR, "SWANSON" OR EQUAL, NO ADDED SPICES, 12 # 5 CANS/CASE	s_180b
108)		EACH 16 (SE MIXES, DYHYDRATED, BULK PACK, TRATE, (PACKED 12/16 OZ. PLASTIC JARS/CS.) DZ TO YIELD 5 GALLONS OF SOUP. MUST STATE BRAND:	
A)	75	CS	393-78-400-040: BEEF SOUP BASE (WITH BEEF FAT)	s_1198
B)	190	CS	393-78-400-050: CHICKEN SOUP BASE, (WITH CHICKEN FAT)	s_11.48
C)	5	CS	393-78-400-080: ONION SOUP BASE,	s 2660
D)	5	CS	393-78-400-070: MUSHROOM SOUP BASE	s_45-
E)	5	CS	393-78-400-060: HAM BASE MIX	\$
109)	10	CS	DESSERT POWDER, GELATIN TYPE, 12/26 OZ/CASE, NO PORK OR PORK PRODUCTS	
A)	10	CS	393-46-420-000: CHERRY	s_2450
B)			393-46-421-000: LEMON	s 2450
C)			393-46-422-000: LIME	s 2450
D)			393-46-425-000: STRAWBERRY	s 2450

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	Estimated Usage-6				
	Months	Unit	Items and Description	Unit Price	
BA	BY FOOD-ST	RAINED	STAGE ONE, 16/2.5 OZ. /CASE "HEINZ" "GERBER" OF		
110)	10	CS	393-31-400-000: APPLESAUCE (STRAINED)	\$	
111)	10	CS	393-31-401-000: BANANAS (STRAINED)	\$	
112)	10	CS	393-31-401-020: PEACHES (STRAINED)	s	
113)	10	CS	393-31-860-100: GREEN BEANS (STRAINED)	\$	
114)	10	CS	393-31-861-200: PEAS (STRAINED)	\$	
115)	10	CS	393-31-860-000; CARROTS (STRAINED)	\$	
BABY FOOD-JUNIOR STAGE THREE, 12/5 OZ. /CASE "HEINZ" "GERBER" OR EQUAL					
116)	5	CS	393-31-400-994: CARROTS, PEAS & CORN	<u>\$</u>	
117)	5	CS	393-31-400-995: SPINACH, APPLE & CARROTS	\$	
118)	5	CS	393-31-400-996: SQUASH & POTATO	\$	
119)	5	CS	393-31- 400-990: TURKEY/VEGETABLE	\$	
120)	5	CS	393-41-400-991: BEEF/VEGETABLE	\$	
121)	5	CS	393-41-400-992: CHICKEN/VEGETABLE	\$	
122)	5	CS	393-31-400-997: APPLE/BANANA/BLENDED	s	
123)	5	CS	393-31-400-998: BANANA/APPLE/STRAWBERRY	\$	
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	Estimate Usage-6	<u>d</u>		
	Months	Unit	Items and Description	Unit Price
124)	10	CS	393-63-510-000: RAVIOLI, CHEESE IN TOMATO SAUCE, 6 #10/CANS/CASE	s 35.60
125)	25	CS	393-48-820-000: SALSA PICANTE, "ROSARITO" OR EQUAL, 4/1 GALLON/CASE	s 2905
126)	20	CS	393-74-250-00: CLAMS, MINCED, 12/#5 CANS/CASE	s 69.74
127)	225	CS	393-80-340-000: GARLIC, CHOPPED, READY TO USE PACKED 6/32 OZ/PLASTIC JARS ONLY, NO GLASS	s_16.98
128-A)	50	CS	393-48-720-000: BARBECUE SAUCE, 4/9 LB PLASTIC JUGS/CASE "OPEN PIT" ONLY	s3460.
128-B)	40	PAIL	393-48-720-100: BARBECUE SAUCE 1/5 GALLON PAIL, "OPEN PIT" ONLY	s 3900
129)			PUDDINGS-READY TO SERVE, "NUGGET" OR EQUAL, 6/#10 CANS/CASE	2144
	A) 10) CS	380-33-270-000: VANILLA	<u>\$ \(\delta\) \(\frac{1}{2}\) \(\frac{1}{2}\)</u>
	B) 10) CS	380-33-270-100: CHOCOLATE	s 21.44
	C) 10) CS	380-33-270-200: BUTTERSCOTCH	s 21.44
130)	10	CS	380-33-270-400: RICE PUDDING, PREPARED, NON-REFRIGERATED, 6/#10/CANS/CASE	s 2825

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	Usage-6 Months	Unit	Items and Description	Unit Price
131)	10	CS	380-33-270-500: TAPIOCA PUDDING, PREPARED, 6/#10 CANS/CASE "NUGGET," "NIFDA" OR EQUAL	s_27.50
132)	25	CS	393-75-300-000: FOOD RELEASE, VEGETABLE ONLY, SPRAY ON, PACKED 6/17 OZ./CASE, "PAM", "NUGGET" OR EQUAL	s_1350
133)	70	CS	485-18-280-000: OVEN & GRILL CLEANER, 4/1 GALLON TUBS/CASE	s 17.95
134)	75	BOXES	652-43-000-000: HAIR NETS, BROWN, NYLON, 144/BOX	\$X
135)	5	CS	393-48-390-106: ITALIAN DRESSING, IND., 200/9 GM/CASE	s_330
136)	5	CS	393-48-390-111: RANCH DRESSING, (4/GAL. CASE)	s_2225
137)	8 .	CS	393-48-390-112: CEASAR SALAD DRESSING, (4/1 GAL)	s 34
138)	5	CS	393-48-390-107: 1000 ISLAND SALAD DRESSING 4/1 GALLON/CASE)	\$
139)	5	CS	393-48-390-108: BLUE CHEESE DRESSING (4/1 GAL)	s 44.50
40)	5	CS	393-48-390-109: FRENCH DRESSING (4/1 GAL)	s_22.85
41)	5	CS	393-38-390-110: ITALIAN DRESSING, (4/1 GAL)	s_17-65

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	Estimated Usage-6			
	Months	Unit	Items and Description	Unit Price
142)	15	CS	393-54-430-000: CRANBERRY SAUCE, IND. PACKED 200/14 GM/CASE	\$
143)	10	CS	393-48-858-000: MUSTARD, PREPARED, IND. 500/7GRAM/CASE	s_440
144)	10	CS	393-48-315-000: TOMATO KETCHUP IND. 500/7GRAM/CASE	s 490
145)	20	CS	393-48-315-500: TOMATO KETCHUP, U.S.FANCY 24/14 OZ/BOTTLES, "HUNTS" OR EQUAL NO GLASS	\$3125
146)	5	CS	393-48-440-500: GRAVY EXTRACT, 4/1 GALLON GRAVY MASTER OR APPROVED EQUAL	s 105.20
147)	5	CS	393-48-480-000: HORSHRADISH, REG., 4/1 GAL/CS "GOLD'S" OR EQUAL	\$X
148)	20	CS 	393-48-858-600: MUSTARD, PREPARED, YELLOW, 4/1 GALLON/CASE	s_1298
149)	12	CS	393-69-480-000: OLIVES, BLACK, 6/#10 CANS/CS. EXTRA STANDARD, NO GLASS	s <u>2318</u>
150)	3	CS	393-69-480-600: OLIVES, STUFFED, 100-110 COUNT, 4/1 GALLON/CASE, NO GLASS	s 3378
151)	10	CS	393-69-300-000: PEPPEROCINI PEPPERS, 4/1 GALLON/CASE NO GLASS	s_1368
152)	8	CS	393-86-620-100: ROASTED PEPPERS, RED, 12/28 OZ/CASE	s 21/8
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	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
153)	8	CS	393-86-620-200: JALAPENO PEPPERS, SLICED, 6/#10/CANS/CASE	s_1951
154)	10	CS	393-69-540-000: PICKLE CHIPS, KOSHER, 4/1 GALLON, "B & G" OR EQUAL	s 19.16
155)	12	CS	393-69-545-000: PICKLE RELISH, SWEET, 4/1 GAL/CS	s_19.98
156)	80	EA	393-80-560-000: OREGANO, 1 LB	s 2.34
157)	50	EA	393-80-805-800: PAPRIKA, 1 LB	s 2.16
158)	250	EA	393-80-600-000: PEPPER, BLACK, GROUND, 1/LB	s 6.55
159)	5	EA	393-80-630-000: PEPPER, WHITE, GROUND, 1/LB	s 1.93
160)	25	EA	393-80-010-000: ROSEMARY, 2 LB/BOX	s_1-97
161)	10	EA	393-80-010-100: CAJUN SPICE 1 LB/BOX	s_195

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	Estimated Usage-6 Months	Unit	. Items and Description	Unit Price
162)	75	EA	393-80-010-200: PEPPER, JALAPINO, CRUSHED RED PEPPER, 14/OZ/BOX	s_/.90
163)	100	EA	393-80-260-000: CUMIN, GROUND, 1/LB	s_264_
164)	30	EA	393-80-830-000: THYME LEAF, 1/LB	s_284
165)	20	EA	393-80-720-000: SAGE, LEAF, 1/LB	s_250
166)	10	EA	393-80-650-000: PICKLING SPICES, PURE, 12/OZ	s_1-97
167)	425	EA '	393-80-230-000: CHILI POWDER, 1 LB	s_234
168)	10	EA	393-80-500-000: NUTMEG, GROUND, 1/LB	s 950
169)	25	EA	393-80-130-000: BAY LEAVES, PURE, 1/LB	s_229
170)	50	EA	393-80-250-000: CINNAMON, GROUND, PURE, 14/0Z	s_215
171)	250	EA	393-80-590-000: PARSLEY, FLAKES, PURE, 8 OZ/	s_3.11
172)	100	EA	393-80-100-000: BASIL LEAVES, PURE, 1 LB	s 242

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	<u>Estimated</u> <u>Usage-6</u> Months	Unit	Items and Description	Unit Pri
173)	10	EA	393-80-360-000: GINGER, GROUND, 1 LB	s. 190 3.1
174)	80	EA	393-80-670-000: POULTRY SEASONING, PURE, 1/LB	s 264 200
175)	20	EA	393-80-190-000: CELERY SALT, 2/LB	\$ 100 pt 2.14
176)	10	EA	393-80-470-000: MUSTARD, DRY, 1/LB	1 X \$ 250 2.10
177)	25	EA	393-80-550-000: ONION POWDER, PURE, 16/OZ	\$ 1.97 2.71
178)	25	EA	393-80-350-000: GARLIC POWDER, 1/LB	\$ 39 44
179)	35	EA	393-80-270-000: CURRY POWDER, 1/LB	\$ 95 245
180)	10	CS	393-88-100-000: VINEGAR, CIDER 4/1 GAL/CS	s_829
181)	90	CS	393-88-110-000: VINEGAR, WHITE, 4/1 GAL/CS	s_6.73

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182)	10	CS	393-88-111-000: VINEGAR, RED "WINE" 4/1 GAL/CS	s_7.10
183)	8	CS	393-88-111-100: VINEGAR, BALSALMIC, 2/5 LTRS.	s_1721
184)	50	BAGS	393-73-000-001: SALT, TABLE, 25 POUND BAGS	s_4-69
185)	10	CS	393-48-910-000: WORCESTERSHIRE SAUCE 4/1 GAL	s_9.0h
186)	10	CS	393-48-750-000: CHILI SAUCE, "NUGGET" OR EQUAL	s_22-81
187)	15	CS	393-48-860-000: HOT SAUCE, 12/12/OZ/CS, DURKEES OR EQUAL	s_12,91
(881	35	CS	393-48-761-000: SOY SAUCE, 4/1 GAL, "LA CHOY" ONLY	s 9.7.8
189)	2	CS	393-48-761-000: HOISEN SAUCE, 6/5 QUART/CASE	s 27.90
190)	100	QT	393-50-460-000: VANILLA FLAVOR QUART IMMITATION	s_150
191)	5	CS	393-74-672-220: GIFILTE FISH, 12/24 OZ. (STATE BRAND	<u>\$</u>
192)	120	CS	393-48-407-000: BROWN GRAVY MIX, 8/15 OZ BOX, "TRIO" OR "CHEF'S COMPANION"	s_12.67

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	<u>Estimated</u> Usage-6				
	Months Months	Unit	Items and Description	Unit Price	
193)	130	CS	393-48-409-000: CHICKEN GRAVY MIX, 8/15 OZ. BOX, "TRIO" OR "CHEF'S COMPANION"	s_ <i>1383</i>	
194)	5	CS	393-85-050-000: ICED-TEA MIX WITH LEMON & SWEETNER, "LIPTON" ONLY 12/24 OZ/CASE	s	
195)	5 .	CS	393-85-100-000: DECAFFEINATED TEA BAGS "LIPTON' ONLY WITH STRING AND TAG, 100/BOX, INDIVIDUALLY WRAPPED	s 17.95	
196)	5	CS	393-85-110-000: TEA BAGS, INDIVIDUAL WRAPPED, WITH STRING AND TAG, 100/BOX, LIPTON ONLY	s 18.49	
197)	325	CS	393-85-111-000: ICED TEA BAGS, NO STRING, ONE OZ/EACH, PACKED 50/CASE LIPTON ONLY	s_10.60	
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	\$ 34.75	
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)	s_1,79	
201)	10	CS	000-00-000-000: ALL PURPOSE BATTER MIX 6/5 LB./CASE, GOLDEN DIPT OR EQUAL	s_X	
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	Months	Unit	Items and Description	Unit Price
202)	250	CS	393-54-110-000: SLICED APPLES, 6 #10/CANS/CS WATER PACKED	s_21.75
203)	15	CS	375-15-760-100: BREAD CRUMBS/FLAVORED, 6/5 POUNDS/CASE, RESEALABLE	s 1469
204)	15	CS	393-43-800-000: CROUTONS, SEASONED, 4/2.25#, 9LBS/CASE	s 23.69
205)	10	CS	393-73-000-000: SALT, TABLE, 12/26OZ/CASE	s_560
206)	12	EA	393-80-600-100: CAYENNE PEPPER, ONE POUND EA	<u>s_1-90</u>
207)	40	EA	393-80-600-200: LEMON PEPPER, SPICE BLEND 1 POUND	s
208)	24	EA	393-80-600-300: ADOBE SEASONING, GOYA ONLY, (WITHOUT PEPPER) 28 OZ/CONTAINER	\$
209)	8	CS	393-80-600-400: SAZON AZAFRAN SEASONING, GOYA OR EQUAL, 18/3.52 OZ/CASE	s_35.75
210)	40	EA	393-80-805-900: PAPRIKA, SPANISH SMOKED SWEET, 1 POUND/EA	\$
ALL	BIDS MUST BE F.	O.B. DESTINATION	ON AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPEC	IFIED.

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	Estimated Usage-6			
	Months	Unit	Items and Description	<u>Unit Price</u>
211)	18	EA	393-48-761-200: OYSTER SAUCE, LA CHOY OR EQUAL, 5 POUND	\$
212)	14	EA	393-48-761-300: DUCK SAUCE, SAUCY SUSAN, OR EQUAL, 1 GALLON	s_475
213)	12	EA	393-80-010-500: OLD BAY SPICE, 16/OZ. OLD BAY ONLY	\$
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	s_20.74
216)	18	CS ·	375-60-200-000: TACO SHELLS, 200/CASE 6" SIZE	s_10.50
217)	2	EA	393-80-060-000: ALL SPICE, GROUND, PURE, 1 POUND JAR	s_ 2.7h
218)	12	EA	393-80-170-100: SESAME SEEDS, 1 POUND JAR	s_2.35
219)	2	CS	3y3-60-560-100: LIME JUICE, PURE, 12/1 QT/CASE REAL LEMON OR EQUAL	\$
220)	10	CS	393-86-811-500: SUNDRIED TOMATOES, 5 LB/BAG	s_/2.00
221)	5	CS	393-61-524-100: LASAGNA, OVEN READY, BARILLA ONLY, 12/9 OZ/CASE	\$
ALI	RING MUST REF	T R. DESTINATION	TAND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECI	ETED.
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	Estimated Usage-6			
	Months	Unit	Items and Description	<u>Unit Price</u>
222)	6	CS	393-43-180-000: HONEY GRAHAMS, 200/2 COUNT	s 13.75
223)	12	CS	393-86-150-200: WHITE KIDNEY BEANS HANOVER OR EQUAL, 6/#10/CS	s_&3.90
224)	600	CS	393-86-811-600: TOMATOES, ALL PURPOSE, CRUSHED <u>REDPACK ONLY</u> 6/#10/CANS/CASE	s_22.18
225)	10	CS	393-86-620-300: CHERRY PEPPERS, HOT, 4/1 GALLON/CASE/NO GLASS	s 2650
226)	5	CS	393-86-620-400: SWEET CHERRY PEPPERS, 4/1 GALLON/CASE/NO GLASS	\$
227)	5	EA	393-62-000-000: CORN MEAL, 25 POUNDS/BAG/WHOLE GRAIN YELLOW ENRICHED AND DEGERMINATED, QUAKER OR EQUAL	<u> 1460</u>
228)	5	BOX	393-37-020-000: CHOCOLATE CHIPS, 25 POUNDS/BULK CASE	\$
229)	12	CASE	393-33-184-002: COUNTRY TIME LEMONADE MIX 15/PKS/CS.	\$
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	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
230)	60	EACH	850-50-000-000: OVEN MITTS, 17" LONG FITS EITHER HAND/AMBIDEXTRIOUS.	\$
231)	50	Dz.	240-77-000-000: STAINLESS STEEL STANDARD WEIGHT SCOURING PADS 50 GRAMS COILED, 12/PACK	\$
232)	5	CS	393-54-520-000: FRUIT COCKTAIL IN JUICE, 6/#10 CANS/CASE, NUGGETT, DELMONTE OR EQUAL	s <u> 26.50</u>
233)	5	CS	393-78-911-000: TOMATO SOUP, CONDENSED, 12#5 CANS/CASE HEINZ, OR APPROVED EQUAL	s_25.50
234)	5	CS	393-43-170-000: GINGER SNAPS, 12/12 OZ/CASE	\$
235)	5	CS	393-85-111-100: ICED TEA POWDER, 6/26.5 OZ/CASE	\$
236)	5	CS	393-36-900-000: CREAM OF WHEAT, "WHEATENA', 12/22 OZ/CASE	\$
237)	5	CS	393-35-234-005: RICE CHEX, GLUTEN FREE, 96/1 OZ./CASE GENERAL MILLS OR EQUAL	s 27.40

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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

			CONTACT NAME:	Gwen K				
ampart Brokerage Corp.			PHONE (A/C, No. E	_{Ext):} 516 39	0 3812	(FAX (A/C, No):	516 3	90 3813
983 Marcus Avenue, Suite C130			E-MAIL ADDRESS	gkolenik	@ramparti	nsurance.com		
ake Success, NY 11042			ADDITEGO			FORDING COVERAGE		NAIC#
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SURED						Co of Pitts		19445
H. Schrier & Co. Inc.						rance Company		24074
4901 Glenwood Road					asualty inst	trance Company		240/4
Brooklyn, NY 11234			INSURER	D:				
• ,			INSURER	E:				
		2-0	INSURER	F:				
OVERAGES CER THIS IS TO CERTIFY THAT THE POLICIES		E NUMBER:				REVISION NUMBER:		
INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY BE EXCLUSIONS AND CONDITIONS OF SUCH	QUIREME PERTAIN,	ENT, TERM OR CONDITION (THE INSURANCE AFFORDS S. LIMITS SHOWN MAY HA	OF ANY CO ED BY THE AVE BEEN	ONTRACT OF E POLICIES REDUCED F	R OTHER DOO DESCRIBED I	CUMENT WITH RESPECT HEREIN IS SUBJECT TO MS.	TO WH	ICH THIS
*	INSR WV					Limit		
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CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$5,00	0
						PERSONAL & ADV INJURY	\$1,00	0,000
						GENERAL AGGREGATE	\$2,00	0,000
GEN'L AGGREGATE LIMIT APPLIES PER:	1					PRODUCTS - COMP/OP AGG	\$2.00	0,000
POLICY PRO-							\$	-,
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO						BODILY INJURY (Per person)	\$	***
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- OTH- TORY LIMITS ER	<u> </u>	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$	
(Mandatory In NH)						E.L. DISEASE - EA EMPLOYE	E \$	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
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ESCRIPTION OF OPERATIONS / LOCATIONS / VEHI	CLES (Attac	ch ACORD 101, Additional Remark	ks Schedule.	If more space	ls required)			
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THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN

ACCORDANCE WITH THE POLICY PROVISIONS,

AUTHORIZED REPRESENTATIVE

Office of Purchasing

Mineola, NY 11501

1 West Street, North Entrance

DESCRIPTIONS (Continued from Page 1)	-SMEX
All Coverage is Subject to Policy Limits, Sub-Limits, Terms, Conditions, Limitations and Exclusions	

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Page 7 of 7

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.

<u>Item 73</u> (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.

Groceries Bid #39386-08177-101 Award Explanations

Page 2 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 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:

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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:

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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)



FORMAL BID RECOMMENDATION

BID NUMBER: 39386-08177-101

OPEN DATE: August 17, 2017

TITLE: GROCERIES

DATE: September 11, 2017

TO: BUYER: LINDA A. MILLS

GROUP: FOOD

FROM: ADMINISTRATION

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

Date: Sept. 11, 2017	Bid Results
To: Supervisor From: Buyer	Recommend award be
	Made to the lowest
List of recommended awards in accordance with the	Responsible vendors as
attached summary is shown in column at right. The	Listed below:
reason for award to other than low bidder is indicated on the attached pages.	
on the attached pages.	H. Schrier & Co., Inc.
Cenda Chillel	Mivila Foods
Buyer	Universal Coffee
	Elwood International
Date:	
-	
To: Director From: Supervisor	
Concur Disagree (See Reverse)	
Company do a s	
Supervisor	
Date: PILL	
Date	See attached sheets for
To: Buyer From: Director	Individually awarded
Approved for Award	items
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Hold award pending discussion	Please refer to the attached
	"Award Explanations"
Subject to Legislature Approval	Sheets for award details.
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E-190-17

NIFS ID:clpd17000007

Department: Police Dept.

Capital:

SERVICE: outside counsel

Contract ID #:cqpd17000001

NIFS Entry Date: 27-JUL-17

Term: from to

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

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

lor ID#:
act Person: peter johnsor
ie: 212-269-7308

Department:	دیت دارس	3
Contact Name: jaclyn delle	52 51 50	
Address: 1 west street	1.)	P.
mineola, ny 11501	Ü	
Phone: 516-571-3034		-<
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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

BUDGE	ET CODES
Fund:	pdd
Control:	2000
Resp:	2490
Object:	de502
Transaction:	109
Project #:	
Detail:	

REI	NEWAL
%	180
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 0.00

LINE	INDEX/OBJECT CODE	AMOUNT
		\$ 0.00
2	pdpdd2490/de502	\$ 450,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 450,000.00

Nassau County Interim Finance Authority

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

the amount previously approved by NIFA
Federal % 0 State % 0 County % 100
Υ
N
N/A
N/A
ch this approval is requested:
Iltigation known as Nella Rebello as administrator of the Estate outly of Nassau and Nassau County Police Department. The tal maximum amount of the contract to \$700,000.
nd thereby approved by the:
al for this item was provided:
, t

Contract ID Date Amount

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

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al 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 deliberation s

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.

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 #:
Instructions: Please check the appropriate box ("回") after one of the following roman numerals, and provide all the requested information.
I. 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
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.		
prop	Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the rtment head describes the proposals received, along with the cost of each osal.	
	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.	
mem	Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not not 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.	

required through an inter-municipal agreement.

□ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

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.

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

VIII. X 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. 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: \square 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

<u>NOTE:</u> 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?			
The state of the s	,		
- Marine Companies - Programme - Marine			
- A second secon			
Vendor authorized as a signatory of the fir	t he/she has read and understood the foregoing		
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: 1 797 9	Vendor: Leafy + John PC. Signed: PLTOL J. JOITUL Title: PRUSERLY		

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

	MIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL
	L BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR
<u>AW/</u>	ARD
1.	Principal Name PETER J. JUINS
	Date of birth
	Home address/
	City/state/zip / The City/state/zip
	Business address /2 0 WALL ST
	City/state/zip NUCNO 10005
	Telephone 2/2 269-7308
	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 / / / 95Treasurer / /
	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.		
op:	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES", If you need more space, photocopy or late 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, fallure to meet pre-qualification standards? YESNO	
	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.	bankru the par bankru any su initiate questic	iny of the businesses or organizations listed in response to Question 5 filed a ptcy petition and/or been the subject of involuntary bankruptcy proceedings during at 7 years, and/or for any portion of the last 7 year period, been in a state of aptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is checked now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and 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.	

•		9)	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 NOL if Yes, provide details for each such occurrence.
	9,	years, investig subject for, or	tion to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in se to Question 5? YESNO if Yes, provide details for each such gation.
	10.	listed fr anti-tru includir	tion to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ist investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO If Yes; provide details for each such gation.
•••	11.	respon procee	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YESNO If Yes; e details for each such instance.
	12.	applica	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO If Yes, provide details for each such
		•	

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, Price T. 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 day of MAY 20/2

Notary Public

STEVEN MARTIN

NOTARY PUBLIC, STATE OF NEW YORK

NO. 4992737

QUALIFIED IN NEW YORK COUNTY

COMMISSION EXPIRES MARCH 02, 20

Name of submitting business

Print name)

Signature

Title

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).

∪a	te: 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			
Lis	List all other business addresses used within last five years:			
3)	Mailing Address (if different):			
Ph	one : 212-269-7308			
	Does the business own or rent its facilities? Rent			
4)	Dun and Bradstreet number:			
5)	Federal I.D. Number:			
6)-	The 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 No_x If Yes, please provide details:			

9)	Does this any other	business have one or more affiliates, and/or is it a subsidiary of, or controlled by, business? Yes No _x If Yes, provide details
10)	County or name of b	roposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau any other government entity terminated? Yes No $\underline{\hspace{0.1cm}}$ If Yes, state the onding agency, (if a bond), date, amount of bond and reason for such cancellation e; or details regarding the termination (if a contract).
11)	Has the pr	oposer, during the past seven years, been declared bankrupt? Yes No_x_te date, court jurisdiction, amount of liabilities and amount of assets
	affiliated by investigation the past 5 a criminal in prosecution performed	five years, has this business and/or any of its owners and/or officers and/or any usiness, been the subject of a criminal investigation and/or a civil anti-trust on by any federal, state or local prosecuting or investigative agency? And/or, in years, have any owner and/or officer of any affiliated business been the subject of investigation and/or a civil anti-trust investigation by any federal, state or local g or investigative agency, where such investigation was related to activities at, for, or on behalf of an affiliated business.
	affiliated by but not limi has any ov any govern agencies, t	5 years, has this business and/or any of its owners and/or officers and/or any usiness been the subject of an investigation by any government agency, including ited to federal, state and local regulatory agencies? And/or, in the past 5 years, where and/or officer of an affiliated business been the subject of an investigation by ment agency, including but not limited to federal, state and local regulatory for matters pertaining to that individual's position at or relationship to an affiliated yes No If Yes, provide details for each such investigation
	had, either charges pe submitting	urrent or former director, owner or officer or managerial employee of this business before or during such person's employment, or since such employment if the extained to events that aliegedly occurred during the time of employment by the 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 misdemeand Yes No \underline{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	
business i respect to	at (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No _x_; If Yes, provide details for instance.	
pay any a limited to such year	ast (5) tax years, has this business failed to file any required tax returns or falled to pplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No_x_ If Yes, provide details for each . Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire.	
	alled response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.	
17) Confilct of a) conf	Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no flicts 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.	

Α.	. 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	
	viil)	Coples of all state and local licenses and permits.	
В.	indicat	e number of years in business.	
C,	Provid Propos	e any other information which would be appropriate and helpful in determining the ser'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+ NOBIE		
	Contact Person STEVE ROBIJOTTO		
	Addres	ss 122 FIFTH AVENUE	
		ate Ny C Ny 10011	
	Teleph	ione 212 633-3300	
	Fax#		
	E-Mail	Address SROBILOTTO (A) bN.COM	

company CATHOLIC MUTUAL 6 ROYP
Contact Person KEVIN QUINN
Address DI FINST AVONUE
City/State NU 10022
Telephone 212371-1000
Fax#
E-Mail Address K QUINN (A) CATIOLIZMUTUAL, ORG
Company C. V. STARR
Company C. V. STARR Contact Person FRANCIS SheerIN
Y THE STATE OF THE
Contact Person FRANCIS ShEERIN Address 399 PARK AVENUE Cliv/State NU C NU 1007.7—
Contact Person FRANCIS SheerIN
Contact Person FRANCIS ShEERIN Address 399 PARK AVENUE Cliv/State NU C NU 1007.7—
Contact Person FRANCII SheerIN Address 399 PARK AVENUE City/State NUC NU 10022 Telephone 646-758-8317

Leahey & Johnson, P.C. Attornogs at Law

(212) 269-7309 FAGSIMILE (212) 422-4751

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

MAY 8, 2017

RESPONSES TO A.

1) 1953

11) PETER JAMES JOHNSON DR.

ili) SAME AS IT

IN STATE OF NEWYORK

V) 40-50 (VARTES)

VI) PROJECTED 6 MILLION dOLLAKS

VII) SEE ATTACHED RESUME

VIII) NOT APPLICABLE

Lowberg of Johnson, 9.C. Stewneys of Low

(212) 269-7388 FACEMBE (212) 422-4751 WWW.lapheyandjohnaon.com

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

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 Practicing 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

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 2 of 20

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 Firms' 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 evaluation 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

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 3 of 20

- 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 Maipractice Insurance Association
- Mitsuml Sumotomo
- Nassau County, New York
- New York Downtown Hospital

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 4 of 20

- 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
- Revion
- 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, Suffoik 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.

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success
Page 5 of 20

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.

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 6 of 20

Following is a discussion of some of the areas where we have extensive experience in defending the interests of insurers, insureds and self-insureds:

1, 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, blcycles 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 falled 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 thal 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 facle 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 statled 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

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 9 of 20

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

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 10 of 20

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.

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 11 of 20

- 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
 distributers 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 setting new precedent regarding the continued existence of crossclaims after the crossclaiming party's enswer was struck and as to the plaintiff's failure to provide

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 12 of 20

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

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 13 of 20

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 if 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 polsoning. Achieved summary judgment on indemnification claims alleging grave

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 14 of 20

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 landford 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, waikways, 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 committed 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

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 16 of 20

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 forsenic 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 robberles, 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.

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 17 of 20

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 Lew which gives each denomination the ability to follow its own precepts within the bounds of State and Federal law to regulated 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.

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 18 of 20

- 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 most cause by club's spa facility.
- Achieved dismissal of party in serious lead paint exposure claim involving injuries to multiple children.

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 19 of 20

 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

Re: Leahey & Johnson, P.C.: A Sixty Year History of Cited Success Page 20 of 20

experts in accident re-construction, fire safety, playground safety, retail liability, worksite 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 CONNECTION WITH THIS QUESTIONNAIRE MAY RISUBMITTING BUSINESS ENTITY NOT RESPONSIBLED OR FUTURE BIDS, AND, IN ADDITION, MAY SUBFALSE STATEMENT TO CRIMINAL CHARGES.	ESULT IN RENDERING THE E WITH RESPECT TO THE PRESENT
the Items contained in the foregoing pages of this quest attachments; that I supplied full and complete answers knowledge, information and belief; that I will notify the Corcumstances occurring after the submission of this question that all information supplied by me is the contract; and that all information supplied by me is the contract; and that all information supplied by me is the contract; and that all information supplied by me is the contract and belief. I understand that the County will questionnaire as additional inducement to enter into a centity.	to each item therein to the best of my County in writing of any change in estionnaire and before the execution of rue to the best of my knowledge, rely on the information supplied in this
Sworn to before me this $\mathcal G$ day of $h1h$	20 <i>]_</i> Z
Notary Public	ANTHONY ZITO NOTARY PUBLIC-STATE OF NEW YORK NO. 01Zi6263072 Qualified in New York County My Commission Expires July 13, 2017
Name of submitting business; <u>ノロみんのナ</u>	Tohusis P.C.
By: PETER J. JOHNSON Print name Signature	
Title	
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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: Leaney on & Johnson, P.C.
Address: 120 Wall Street
City, State and Zip Code: Ny 1 10005
2. Entity's Vender Identification Number:
3. Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Ruffer 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):
PETER T. TOHNSON
PETER T. TOHNSON
My C NG 10007
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

Page 2 of 4	.e
 above (if none, enter "None") subsidiary company that may tal 	companies and their relationship to the firm entered on line Attach a separate disclosure form for each affiliated or ke part in the performance of this contract. Such disclosure shall or subsidiary companies not previously disclosed that participate tot.
7. The all habitations repeated	
bid, post-bid, etc.). If none, enter organization retained, employed before - Nassau County, its agencies, boards, commission limited to the Open Space and Panatters include, but are not limited property subject to County re	ces were utilized at any stage in this matter (i.e., pre-bid, r "None." The term "lobbyist" means any and every person or or designated by any client to influence - or promote a matter as, department heads, legislators or committees, including but no arks Advisory Committee and Planning Commission. Such ted to, requests for proposals, development or improvement of regulation, procurements. The term "lobbyist" does not include ployee, counsel or agent of the County of Nassau, or State of a or her official duties.
(a) Name, title, b	usiness address and telephone number of lobbyist(s):
	NONE
A STATE OF THE STA	· · · · · · · · · · · · · · · · · · ·
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Page 3 of 4
(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
Wowe.
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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
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tendentende provide to the second sec
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: Signed: Signed:
9/ Print Name: PETEZ J. Johnson
20) Title: Prostat.

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 (!) 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 the 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. <u>Maximum Amount</u>. The Maximum Amount in the Original Agreement shall be increased by Four Hundred Fifty Thousand Dollars (\$450,000.00) (the "<u>Amendment Maximum Amount</u>"), 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 "<u>Amended Agreement</u>") shall be Seven Hundred Thousand Dollars (\$700,000.00) (the "<u>Amended Maximum Amount</u>").
- 2. <u>Full Force and Effect</u>. 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.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LEAHEY & JOHNSON, P.C.	
By: Name: Title: Date:	Tatran
NASSAU COUNTY	
3y: OOO \	hfz.
Name: Carnell Foskey	•
Fitle: County Attorney Date: \$119	7
VIII.	
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NASSAU COUNTY	•
	- 176691
	, .
By:	*
Name: <u>County Executiv</u>	/A
Deputy Co	unty Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF NASSAU)
On the day of May in the year 2017 before me personally came personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of N, M, that he or she is the least of least
NOTARY PUBLIC NOTARY PUBLIC-STATE OF NEW YORK
STATE OF NEW YORK STATE OF NEW YORK Auditied in New York County My Commission Expires July 13, 2017
COUNTY OF NASSAU)
On the Odd day of 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 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. Haclypalls
NOTARY PUBLIC JACLYN DELLE Notary Public, State of New York No. 02DE6305114
STATE OF NEW YORK) Qualified in Nassau County Commission Expires on June 2, 20
COUNTY OF NASSAU)
On theday 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

1"700000" | Contract ID#: COPD+6-000 COPD



Department: County Attorney and Police

Contract Details 17000001 NIFS ID #: COPDIG-0000	NIFS Entry Date: 615 16	SERVICE Term: <u>December 1, 2</u>	S: Special Counsel
New 🗵 Renewal	1) Mandated Program:		Yes No 🗵
Amendmont	2) Comptroller Approval For	пі Attached:	Yes No 🗆
Time Extension	3) CSEA Agmt. § 32 Compli		Yas No 🗵
Addl. Punds	4) Vendor Ownership & Mgr		Yes No
Blanket Resolution	5) Insurance Required	The state of the s	Yes No 🗆
Agency Information			-4
	GIT OF Yendor ID#	Dopartment Cartact Jaclyn Delle	Department.
Vqqiess	Contact Person	Aildress	
120 Wall Street New York, New York 100		One Wost Stree	
	Phone (212) 269-7308	(516) 571-303e	
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Department	NIFS Entry (Dept.) NIFS Appel (Dept. Head)	4 steps.	
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PR5254 (8704)

Contract ID#: COPD16-000 CO



Department: County Attorney and Police

Contract Summary

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the panel, La	cahey & Johnson	, P.C. is a firm d	rat was added	to the panel after ti	he initial Rec	stablished. Law firms were c uest for Qualification was iss prience and availability to han	January B.
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RULES RESOLUTION NO. /9/- 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 nayes 2 abstalated 0 recused 5
Legislators prosent:

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 "Countractor").

WITNESSETH

WHEREAS, the County is involved 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, (currently at the Notice of Claim stage); and</u>

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. <u>Term.</u> 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 y. 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.
- 8. 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:

(1) 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 "<u>Voucher</u>") 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 "<u>Comptroller</u>").

- (c) <u>Timing of Payment Claims</u>. 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) <u>No Duplication of Payments</u>. 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. <u>Service Standards</u>. 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) <u>Delivery: Coverage Change: No Inconsistent Action</u>. 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.

- 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. <u>Termination</u>. (a) <u>Generally</u>. 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) <u>Counsel Assistance upon Termination</u>. 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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. 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. <u>Section and Other Headings</u>. 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: LETIZ TZZZZ
Title: / van
Date: March 14 2.0 14
Datis .
NASSAU COUNTY
By: (()) 1/952
Name: Carnell Foskey Title: County Attorney
Date: (15/17
NASSAU COUNTY
- Martha A
By: / Chiffen /
Name:
Title: County Executive
Deputy County, Executive
Date: 3///*/

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK) NEW YORK) SS.: COUNTY OF NASSAU)

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	/ - / - / - / - / - / - / - / - / - / -	to the personally known, who, being	ng by me duly sworn, did
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	by authority of the board of di	rectors of said corporation.	
	Charif St.		
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		NOTARY PUR L OF CHEW YORK	ANTHONY ZITO
		ሎ /	MUTARY PUBLIC STATE OF NEW YORK
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	STATE OF NEW YORK)	mr Vo. 11 1 1 4 4 1 7 3 2017	Audiffied in New York County My Commission Expires July 13, 2017
	(Marijar)ss.: COUNTY OF NASSAU)		13, 2017
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	municipal corporation describ	u; that he is the County Attorney fo ed herein and which executed the above	r the County of Nassau, the
	signed his name thereto pursu	ant to Law, including Nassau County (Charter Section 1101.
	NOTARY PUBLIC		
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	COUNTY OF NASSAU')	1	
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STATE OF NEW YORK) ///C/- YOW (55.; COUNTY OF NASOAU)

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•	THE PROPERTY OF THE PROPERTY O	he above instrument; and that he or she s directors of said corporation.	signed his or her name thereto
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	municipal corporation descri	in the year 20/2 lally known, who, being by me duly sworn sau; that he is the County Attorney for ibed herein and which executed the above suant to Law, including Nassau County Cl	the County of Nassau, the
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	STATE OF NEW YORK) ()ss.: (COUNTY OF NASSAU)		•
L(1) 19	On the day of	to me personally known, who, being resides in the County of Laca & County of Nassau, the municipal corpo	. that he or chaic a
,,,,,,	WILLOU EXECUTED TUB/SHOVE INS	trument; and that he or she signed his or vernment Law of Nassau County.	t her name thereto pursuant to
	NOTARY PUBLIC	FRANCIS X. BECKER II Notary Public, Share of New York No. O'LEEBO79153 Qualified in Nassau Co. Commission Expires Februs	
	t Com	FRANCIS X. BECKER II Notary Public, State of New York No. 018E5073163 Qualified in Nasseu County mission Expires February 18, 1999	
	to a management	and the second second	•

STATE OF NEW YORK) COUNTY OF NASSAU)

On the C day of Acy in the year 20 17 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. 4781619 Qualified in Nesseu County Commission Expires Dec. 31, 8224

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 antidiscrimination 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.

- 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.
- (1) 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 Subconfractors 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, licensec 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 belleved 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 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:

Ή+	the chief executive officer of Counsetof. 14:
	PETER TOHNSON (Name)
N.	1201/A) ST-221 Flox (Address) 4 (M) 100 2 2 2 2 69-30 (Prelephone 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 withou imposing costs or seeking damages against the Contractor
3.	In the past five years, Contractor has 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 has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages o 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.
it is tru	by certify that I have read the foregoing statement and, to the best of my knowledge and belief ie, correct and complete. Any statement or representation made herein shall be accurate and of the date stated below. Signature of Chief Executive Officer
	Name of Chief Executive Officer
Sworn	to before me this day of MARUH, 2014.

ANTHORY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01216209072
Straifled in New York County
My Commission Expires July 18, 2017

Ownership Disclosure Statement

Peter James Johnson Jr.
Owner/ Member

120 Wall Street, Sulte 2220

New York, NY 1000s

(212) 269-7308



Nassau County Interim Finance Authority

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

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3. Contract Term:	12/1/13 through Complete on this contract commenced?	اَر			
Has work or services	on this contract commenced?	·	Yes	No	
If yes, please explain:	Services have commen	iced In ord	er to begin this t	lme sønsilive wo	rk.
4, Funding Source:				•	
General Fund (G Capital Improve Other	EN) ment Fund (CAP)	Grant Fu	Federal 9 State %	6	
Is the cash available for t	he full amount of the contract? a future borrowing?		Yes Yes	No No	•
Has the County Legislan	re approved the borrowing?		Yes	No _	N/A
Has NIFA approved the	corrowing for this contract?		Yes	No	N/A
5. Provide a brief des	críption (4 to 5 sentences)	of the iter	n for which this	approval is req	uested:
of the Estate of Andre	counsel contract to represent it as Rebello, Nella Rebello, inclvi County Police Department., cur	idually, Ferr	iando Rebello and	l Jessica Rebello v.	administrator County of
6. Has the item requ	ested herein followed all pr	roper pro	sedures and the	reby approved b	y the:
Nassau County Altor Nassau County Comr	ney as to form nittee and/or Legislature	Yes Yes	No _	N/A	
Date of approval(s) and citation to the resolu	ition when	e approval for	this item was pro	rvidedi
		<u>, , , , , , , , , , , , , , , , , , , </u>			
7. Identify all contract 3/6/14 - 8	ts (with dollar amounts) w 50,000 (6 \$85,000 - 62	vith this or PAT WCL	i an affiliated p 1400000 HT1400	arty within the p	rior 12 months:

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.

polle		3/23/15
Signature	Title	Date
Print Name		
•	COMPTROLLER	'S OFFICE
	ssau County Approved Budget	formation listed is true and accurate and is in and not in conflict with the Nassau County
Carried Town	e check the correct response: nds are available to be encumb	pered pending NIFA approval of this contract.
	ding for this contract has been ap nd funds have been encumbered	proved by NIFA. but the project requires NIFA bonding authorization
· (Thur	- Deputy Cury	Wen Shoft
Signature / Raymond J.	Avera.	. Date
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Amount being approved b	y NIFA:	· · · · · · · · · · · · · · · · · · ·
Signature	Title	Date .
Print Name	our office the graphyman and profession or standard the country of	

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

		N W Silver			
ntract Details			SERVICES	: Special	Counse)
S ID #: COPD15-000602	NIFS Entry Date: , 35	10 15 T	erm: <u>December 1, 20</u>	13 - Com	<u>aletio</u> n
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Amendment	2) Comptroller Ap	سمستسنده المهايدة	ied;	Yus 🗵	No 🗆
Time Extension		3) CSEA Agmt, § 32 Compliance Attached:			No [∑]
Addl, Funds	4) Vendor Owners	hip & Mgmt, Disci	osure Attached:	Yes 🗵	No 🗌
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120 Wall Street New York, New York 100			One West Street Mincola, New York 11501		<u>]</u>
	Phone (212) 269-730)8	(516) 571-1675	••	
outing Slip	1344	, ,	The state of the s	THE PARTY OF THE P	
DATE DEPARTMENT	Internal Verification	DATE Appy'de Fw'd,	SIGNATURE		
Department	NIFS Entry (Dept) NIFS Appel (Dept. Head)	TO SHOW L	-7. Dansh W		
3/8/15 OMB	NIFS Approval	13/19/A	youn ower		eg Appor
3/24/15 County Attorney	CA RIS&I Verification	3/24/19	William 1		
County Attorney	CA Approval as to form	063/15 hak	Vir Se		(sica)
Legislative Affairs	Psw'd Original K to CA				
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County Attorney	NIFS Approval	10 Just 1201x	Dir. Se	,],	
County Comptroller	NIFS Approval			80 b	

Noterization Filed with Clork of the Leg.

County Executive



Department: County Attorney and Police

Contract Summary

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Department	t., currently a	t the	Notice of Clair	n stage.	Production and her	SICK IX	coallo V. C	as <u>Nella Rebello as adr</u> County of Nassau and N	lassau County Police
Johnson, P.	C. was uitime	loly	selected from	mong these fir	rins based on th	eir éxp	orrise, ex	established. Law firms quest for Qualification perience and availability	s were considered from was issued. Leahey & y to handle this matter
Procurement	History: New	contr	act. The firm	has previously	contracted with	the C	ounty.	· · · · · · · · · · · · · · · · · · ·	
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Description of	General Provis	lons:	As described a	bove	······································	,		- the second second	
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tionalet on run	ionig / Price Ain	mikara	Contract ma	dinum amount	\$250,000,00.			, , , , , , , , , , , , , , , , , , ,	
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Control:	20	_	County		\$ 250,000,00	1	2		\$
Resp:	PDD2700		Federal		\$	1	3	12/1	\$,
Object:	87987	.	State		\$].	41	(Com 15 8/2	4/15 \$
Transaction:	103	j	Capital		S]]	5		7
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	NIPS Certific	ution		/ 			· · · · · · · · · · · · · · · · · · ·		" Parameter
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Name		· · · · · · · · · · · · · · · · · · ·	7.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	Nume / plasqu	cumboled belance sulficient of in the appropriation to be c	parboq.		Dote J. A.	1
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Date				Date	011		•	(Feer Office, U.	se (hily)
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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(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

1086 Teaneck Rd, Ste 5B Teaneck, NJ 07666			NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	201-837-1100) FAX (A/C, No):	
			INS	URER(S) AFFOR	RDING COVERAGE	NAIC#
			INSURER A: Travelei	rs Casualty Ir	surance Co of Amer	19046
Leahey & Johnson, P.C.			INSURER B: Traveler	rs Indemnity	Co of America	25666
120 Wall Street			INSURER C: Traveler	rs Indemnity	Company	25658
New York NY 10005			INSURER D: State In	surance Fund	3	36102
			INSURER E : Contine	ntal Casualty	Company	20443
			INSURER F: QBE Ins	surance Corp	oration	39217
COVERAGES CER	TIFICAT	E NUMBER: 37050822			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN, POLICIES	ENT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY CONTRACT DED BY THE POLICIE BEEN REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO	TO WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUB INSD WV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A COMMERCIAL GENERAL LIABILITY		680-6277L717	11/1/2016	11/1/2017	EACH OCCURRENCE \$	1,000,000
CLAIMS-MADE ✓ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,000
					MED EXP (Any one person) \$	5,000
					PERSONAL & ADV INJURY \$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$	2,000,000
POLICY PRO-					PRODUCTS - COMP/OP AGG \$	2,000,000
OTHER:	1 1				\$	
B AUTOMOBILE LIABILITY		BA-2631P638	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$	1,000,000
ANY AUTO					BODILY INJURY (Per person) \$	
OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
✓ HIRED NON-OWNED AUTOS ONLY				!	PROPERTY DAMAGE (Per accident) \$	
AS TOO SHEET					\$	
C / UMBRELLA LIAB / OCCUR		CUP-7723Y881	11/1/2016	11/1/2017	EACH OCCURRENCE \$	10,000,000
EXCESS LIAB CLAIMS-MADE					AGGREGATE \$	
DED ✓ RETENTION \$10,000	1				s	· · · · · · · · · · · · · · · · · · ·
D WORKERS COMPENSATION		L 793 943-2	9/13/2016	9/13/2017	✓ PER OTH-	
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE					E,L. EACH ACCIDENT \$	100,000
OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below		1			E.L. DISEASE - POLICY LIMIT \$	
E Professional Liability		425215538	9/16/2016	9/16/2017	Per Claim/Aggregate: \$8,	
F Professional Liability		QPL0058453	9/16/2016	9/16/2017	Per Claim/Aggregate \$ 2,	000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACOR	D 101 Additional Remarks Schede	ule, may be attached if mor	re space is requi	red)	
CERTIFICATE HOLDER			CANCELLATION			
Nassau County One West Street Mineola NY 11501			SHOULD ANY OF	THE ABOVE I	DESCRIBED POLICIES BE CAI IEREOF, NOTICE WILL BE CY PROVISIONS.	
			AUTHORIZED REPRESE	ENTATIVE	- 11	
			1	7	MB Christin	
1			Mike Christian	,	The Carried and	
			 	988-2015 AC	ORD CORPORATION, A	Il rights reserved.



NIFS ID:CLPW17000021 Department: Public Works

Capital: X

SERVICE: Amendment #3 H670008DKOn 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,	Contact Person: Steven
Syosset, NY 11791	Hanuszek
	Phone: 516 938 0600

	£5
Department:	117 2000 2000 2000 127 2000 127
Contact Name: Saji Varughese	
Address: 1194 Prospect Ave	D E
Westbury, NY 11590	0
Phone: 516 571 9651	w S
	in a

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
ОМВ	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:	44.44.4
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 expiation date for 18 more months and adding \$500,000.00 to the cap

Description of General Provisions: This is an amendment to extend the expiation 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 expiation date for 18 more months and adding \$500,000.00 to the cap

Recommendation: (approve as submitted)

Advisement Information

BUDGI	T CODES	
Fund:	CAP	
Control:	61	
Resp:	587	
Object:	00003	
Transaction:	CL	
Project #:	61587	
Detail:	000	

	RENEWAL
%	
Increase	
%	" ·
Decrease	

FUNDING SOURCE	AMOUNT	
Revenue		
Contract:		
County	\$ 0.00	
Federal	\$ 0.00	
State	\$ 0.00	
Capital	\$ 250,000.00	
Other	\$ 0.00	
TOTAL	\$ 250,000.00	

LINE	INDEX/OBJECT CODE	AMOUNT
14	PWCAPCAP/61587/ 00003	\$ 250,000.00
		\$ 0.00
		\$ 0,00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 250,000.00

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

. Vendor: Lockwood, Kessler & Bartlett, Inc			
. Dollar amount requiring NIFA approval: \$250	0000		
Amount to be encumbered: \$250000			
This is a Amendment			
f new contract - \$ amount should be full amount of f advisement – NIFA only needs to review if it is in f amendment - \$ amount should be full amount of	ncreasing funds above	the amount previously ap	proved by NIFA
Contract Term: 18 more months Has work or services on this contract commence	ced? Y		
If yes, please explain: This is an amendment to	existing contract		
1. Funding Source:			
General Fund (GEN) X Capital Improvement Fund (CAP) Other	Grant Fund (GRT)	Federal % 0 State % 0 County % 0	
s the cash available for the full amount of the cont If not, will it require a future borrowing?	tract?	Y Y	
Has the County Legislature approved the borrowin	ng?	N/A	
Has NIFA approved the borrowing for this contract	ť?	N/A	
5. Provide a brief description (4 to 5 sentences	s) of the item for whic	ch this approval is reque	ested:
The original contract was to provide On Call construction Mar This amendment is to extend the expiration date for 18 more the firm as full consideration for services not to exceed two m	nagement and Inspection se months and adding \$500,00 million one hundred fifty thous	rvices for all construction activitie 10.00 to the cap. The new total at sand (\$2,150,000.00) dollars.	es in the Highway/Bridge uni mount that the County shall pay to
6. Has the item requested herein followed all μ	proper procedures ar	nd thereby approved by	the:
Nassau County Attorney as to form	Υ		
Nassau County Committee and/or Legislature			
Date of approval(s) and citation to the resol	lution where approva	al for this item was prov	ided:

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 Approv al 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 deliberation s.

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 pri ntouts 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.

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

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

<u>Instructions:</u> Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information.

in				paper]		F 4 . 3		
[date]. The sealed b			on			[date].		[#] of
sealed bids were rece	ived and opened.							
II. □ The contract	tor was select	ed pursu	ant to a	Reques	t for l	Proposals	S.	
The Contract was								ssued on
	[date]. Pote							
advertisement in	L],	F	[1	newspape	rl, pos	ting on ind	lustry we	bsites, via
email to interested p	arties and by nub	lication or	the Cour	ity procu	rement	website. F	roposals	were due
on evaluation committee	[date].		state #] proposa	ls wer	e received	and evalu	uated. The
1	e consisted of:		Pr					
evaluation committe								
evaluation committe								
evaluation committe								

III. X 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 1 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.

-	
prop	Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the rtment head describes the proposals received, along with the cost of each osal.
	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.
mem	Pursuant to Executive Order No. 1 of 1993 as amended, the attached orandum from the department head explains why the department did not not 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 119-0, 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.

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

VIII. A 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 youchers.

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.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees: \square 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

Dafe

<u>NOTE:</u> 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

pursuant to the New York State Election I ending on the date of this disclosure, or (by years prior to the date of this disclosure as campaign committees of any of the follow committees of any candidates for any of the	rs of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the ving Nassau County elected officials or to the campaign he following Nassau County elected offices: the County oller, the District Attorney, or any County Legislator?
No	
alignatura anna Richard (1984) ann an Air	MISS SECTION AND ADMINISTRATION OF THE PROPERTY OF THE PROPERT
Vendor authorized as a signatory of the fi The undersigned affirms and so swears th statements and they are, to his/her knowle The undersigned further certifies and affin	rms that the contribution(s) to the campaign committees thout duress, threat or any promise of a governmental remuneration.
Dated: June 22, 2017	Vendor: Lockwood, Kessler & Bartlett, Inc. Signed: Andre Haddad, PE Title: President/CEO
	NEAR THE PROPERTY OF THE PROPE



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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 lobbylst (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

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
4.1 VAAV
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
None

Dated: 6/22/2017

Print Name:

Title:

Andre Haddad, PE

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.

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		
	City/state/zip		
	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.	Section	y governmental entity awarded any contracts to a business or organization listed in 15 in the past 3 years while you were a principal owner or officer? YES NO X provide details.				
ope Pro	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 detalled response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.					
7.	In the porganization	past (5) years, have you and/or any affiliated businesses or not-for-profit cations listed in Section 5 in which you have been a principal owner or officer:				
	ā.	Been debarred by any government agency from entering into contracts with that agency? YES NO _X				
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO $\stackrel{X}{X}$ 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,	bankru the pa bankru any su initlate questi	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during at 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is the choice of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)				
	ā)	is there any felony charge pending against you? YES NO $\frac{X}{X}$ If Yes, provide details for each such charge.				
	b)	is there any misdemeanor charge pending against you? YES NO \underline{X} if Yes, provide details for each such charge.				
	c)	is there any administrative charge pending against you? YES NO \underline{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.	years, investi subject for, or respor	Ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the control of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in the federal of the submitting business entity and/or an affiliated business listed in the federal of the submitting business entity and/or an affiliated business listed in the federal of the submitting business entity and/or an affiliated business listed in the federal of the submitting business entity and/or an affiliated business listed in the federal of the submitted business are submitted in the federal of the submitted business listed busi
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a paid owner or officer? YES NO _X If Yes; provide details for each such gation.
11.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO X If Yes; e details for each such instance.
12,	For the applicate water year.	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO _X If Yes, provide details for each such

APPENDIX J

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The last		14 1			•	

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.

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.

20/7

Sworn to before me this Adday of Junc

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 Hadded, PE

Print name

Signature

President/CEO

Title

Date

6/22/2017

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
	City/state/zip
	Business address One Aerial Way
	City/cteto/zin 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/
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.	Section	ny governmental entity awarded any contracts to a business or organization listed in $\frac{1}{2}$ in the past 3 years while you were a principal owner or officer? YES NO $\frac{X}{2}$, provide details.				
op Pro	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.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:				
	ä.	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 $\stackrel{\times}{X}$ If Yes, provide details for each such instance.				
	G.	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? YESNO_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 \underline{X} If Yes, provide details for each such instance.				
8.	bankri the pe bankri any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptoy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptoy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever sd? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)				
	a)	is there any felony charge pending against you? YES NO $\stackrel{X}{\longrightarrow}$ if Yes, provide details for each such charge.				
	b)	is there any misdemeanor charge pending against you? YES NO $\stackrel{X}{\longrightarrow}$ if Yes, provide details for each such charge.				
	c)	is there any administrative charge pending against you? YES NO $\stackrel{\times}{}$ 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.				

	Θ)	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.	years, investi subject for, or respor	ition to the Information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 57 YES NO If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pail owner or officer? YES NO If Yes; provide details for each such gation.
11.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative adings with respect to any professional license held? YES NO _X If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO X If Yes, provide details for each such

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, 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 22 glay of June 20/17

Allun Marma

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01 MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Steven Hanuszek, PE

Print name

Signature

Executive Vice President

Title

Date 6/22/2017

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 Manan wypyski,
	Date of birth 8 / 6 /1961
	Home address
	City/state/zip
	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/
3.	Do you have an equity interest in the business submitting the questionnaire? YES X NO 1 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.)

Ø,	Section 5 in the past 3 years while you were a principal owner or officer? YES NO _X If Yes, provide details.				
ope Pro	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 organi	past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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.			
	þ,	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.			
	G.	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			
	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 flied 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 $\frac{X}{X}$ 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 $\frac{X}{X}$ 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, h misdemeanor? YES NO X I	•		•	
	f)	In the past 5 years, h statutory charges? Y occurrence.	ave you been foun	d in violation of any	administrative or	h
9.	years, investi subject for, or respon	ition to the information have you been the su gation by any federal, at of an investigation who behalf of the subminse to Question 5? YE gation.	bject of a criminal li state or local prose here such investiga litting business entit	nvestigation and/or a cuting or investigation tion was related to a y and/or an affiliated	a civil anti-trust ve agency and/o activities perform i business listed	or the red at, in
10	listed (anti-tru includi princip	ition to the information n response to Questlo let investigation and/or ng but not limited to fe al owner or officer? Y gation.	n 5, been the subje r anv other type of i	ct of a criminal investigation by any	stigation and/or a government age	a civil ency,
11.	respon	past 5 years, have you use to Question 5 had a edings with respect to a e details for each such	any sanction impos any professional ilo	ed as a result of jud	icial or administr	ative
12.	applica	e past 5 tax years, have able federal, state or lo er and sewer charges?	ocal taxes or other a	essessed charges, ir	reluding but not I	limited

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, 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.

Sworm to before me this 200 day of J	unc 20 <u>17</u>
Notary Public /	DEBRA MARINA
Lockwood, Kessler & Bartlett, Inc.	DEBRA MARINO NOTARY PUBLIC-STATE OF NEW YORK No. 01 MA6323867 Qualified in Nassau County My Commission Expirés April 27, 2019
Name of submitting business	hidosaltra co-
Marlan Wypyski, PE	
Print name Manu Wysysle Signature	AND THE RESIDENCE OF THE SECOND OF THE SECON
Director of Civil Engineering	
Title	artification and the second se
Date 6/22/2017	

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 Raymond Wegener
	Date of birth 9 / 19 / 1950
	Home address
	City/state/zip
	Business address One Aerial Way
	City/state/zip Sycsset, 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
₿.	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.)

б.	Section	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO X _ , provide details.			
op Pro	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.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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 NOX 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 \underline{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? YESNO _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 $\frac{X}{}$ if Yes, provide details for each such charge.			
	b)	is there any misdemeanor charge pending against you? YES NO $\frac{X}{X}$ if Yes, provide details for each such charge.			
	C)	Is there any administrative charge pending against you? YES NO $\frac{X}{X}$ If Yes, provide details for each such charge.			
	r	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.			

	,	misdemeanor?	•	cted, after trial or by plea, or some standard or second such conviction.	
		In the past 5 years, ha statutory charges? Yi occurrence.	ave you been found ES NO X	In violation of any adminis If Yes, provide details for	trative or each such
9,	years, h investig subject for, or o	nave you been the sub pation by any federal, s of an investigation wh on behalf of the submit se to Question 5? YES	pject of a criminal in state or local prosec nere such investigat iting business entity	e to the previous question vestigation and/or a civil as uting or investigative ager on was related to activities and/or an affillated busine Yes, provide details for e	nti-trust acy and/or the s performed at, ass listed in
10.	listed in anti-trus includin	response to Question st investigation and/or g but not limited to fed al owner or officer? YE	n 5, been the subject any other type of in deral, state, and loca	t 5 years has any busines; t of a criminal investigation vestigation by any governo al regulatory agencies whill If Yes; provide details for o	n and/or a civil ment agency, e you were a
11.	respons proceed	se to Question 5 had a	iny sanction impose ny professional lice	any other affiliated busine d as a result of judicial or nae held? YESNO	administrative
12.	For the application water year.	past 5 tax years, have ble federal, state or loc r and sewer charges?	you falled to file arcal taxes or other as YES NO X	ly required tax returns or fi sessed charges, including If Yes, provide details f	alled to pay any but not ilmited or each such

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

Sidnature (

Project Engineer

Title

Date 6/22/2017

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 link, 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
	City/state/zip
	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 $\frac{X}{X}$ If Yes, provide details.

Ο,	Section	on 5 in the past 3 years while you were a principal owner or officer? YES NO _X, provide details.
op Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	In the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit Izations 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 NOX
	b,	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO \underline{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.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uptcy as a result of bankruptcy proceedings, whenever or if (Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and 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 $\stackrel{\times}{\times}$ If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO \times 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
	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.	years, investi subject for, or respor	lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the cit of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X If Yes, provide details for each such gation.
10.	listed in anti-tru includir	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civilust investigation and/or any other type of investigation by any government agency, ng but not limited to federal, state, and local regulatory agencies while you were a sallowner or officer? YES NO If Yes; provide details for each such gation.
11.	respon procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _X If Yes; a details for each such instance.
	applica	past 5 tax years, have you falled to file any required tax returns or falled to pay any able federal, state or local taxes or other assessed charges, including but not limited ar and sewer charges? YES NO X If Yes, provide details for each such

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 Mulday of June 20/7

Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01MA6323867
Qualified in Nassau County
Lockwood, Kessler & Bartlett, Inc.

My Commission Expires April 27, 2019

Name of submitting business

Brian Ednie, PE

Signature
Vice President - Civil Engineering

Title

<u>6</u> / 22 / 2017 Date

Print name

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 lnk. 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
	Horne address
	City/state/zip
	Business address One Aeriai Way
	Clty/state/zip Syosset, NY 11791
	Telephone 516-938-0600
	Other present address(es) N/A
	Clty/state/zlp 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/
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 $\frac{X}{X}$ 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.

ο.	Section	ny governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO X, provide details.		
op Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate 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: 			
	.	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 $\stackrel{\times}{\underline{\times}}$ If Yes, provide details for each such instance.		
	Ç,	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, fallure to meet pre-qualification standards? YESNO _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.		
	bankru the pa bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)		
	a)	Is there any felony charge pending against you? YES NO $\frac{X}{X}$ If Yes, provide details for each such charge.		
	b)	Is there any misdemeanor charge pending against you? YES NO $\frac{X}{X}$ 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.		
	,	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.	years, investi subject for, or respor	lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust ligation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X If Yes, provide details for each such gation.
10.	isted in anti-tru including princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civilust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a ballowner or officer? YES NO _X If Yes; provide details for each such gation.
11.	respon proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _X If Yes; a details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited are and sewer charges? YES NO $\frac{X}{X}$ If Yes, provide details for each such

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 Anday of Julius Manuso	ne 2017
Notary Public ' Lockwood, Kessler & Bartlett, Inc.	DEBRA MARINO NOTARY PUBLIC-STATE OF NEW YORK No. 01MA6323867 Qualified in Nassau County My Commission Expires April 27, 2019
Name of submitting business	MANOSAN
Paul Lappano, PE, BCEE, LEED AP	
Print name Pul Jul Signature	

/lce President - Environmental Services

Date 6/22/2017

Rev. 3-2016

Principal Owner Title Share Andre Haddad Chairman of the Board of Managers 31% Steven Hanuszek Manager 33% Martan Wypyski Manager 24% Ray Wegener Member 12% LKB Group, LLC 11-3467828

One Aerial Way Realty, LLC 11-3467829

Principal Owner Share LKB Group, LLC 100%

Lockwood, Kessler & Bartlett, Inc. Principal Owner Lockwood Enterprises of New York, Inc. 100% President, CEO & Director EVP, Secretary & Director Director 11-1015370 Steven Hanuszek Marian Wypyski Principal Owner Andre Haddad Officers

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Lockwood, Kessler & Bartlett, Inc.

Principal Owner

Andre Haddad President Steven Hanuszek Executive Vice President

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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).

Da	te: June 22, 2017
41	Lockwood, Kessler & Bartlett, Inc.
2)	Proposer's Legal Name: Address of Place of Business: One Aerial Way, Syosset, NY 11791
	t all other business addresses used within last five years: Manville Road, Pleasantville, NY 10570 and One Exchange Place, 21 West Main Stret, Waterbury, CT 06702
3)	Mailing Address (if different): Same as above
Pho	one : 516-938-0600
Do	es the business own or rent its facilities?
4)	Dun and Bradstreet number: 006994487
5)	Federal I.D. Number: 11-1015370
6)	The proposer is a (check one): Soie Proprietorship Partnership X Corporation Other (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business? Yes No _X
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 X No If Yes, provide details. Please see attached
10)	Has the proposer ever had a bond or surety cancelled or forfelted, 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 forfelture: 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 labilities 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 affillated 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 affillated 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 employes 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
	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.
business h respect to	(5) years, has this business or any of its owners or officers, or any other affiliated ad any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No X; If Yes, provide details for instance.
pay any ap limited to v such year.	st (5) tax years, has this business failed to file any required tax returns or failed to oplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No X If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more stocopy the appropriate page and attach it to the questionnaire.
	illed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
	Interest: Piease disclose any conflicts of interest as cutlined below. NOTE: If no licts 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
MARKAGAM	(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
рамоски	(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) Cour	Please describe any procedures your firm has, or would adopt, to assure the lity 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	Vestchester County Department of Public Works	
Contact Perso	n Scott Donnelly	
Address	148 Martine Avenue, Room 512	
City/State	White Plains, NY 10601	
Telephone	914-995-8110	
Fax #		
E-Mail Addres	rsd1@westchestergov.com	

Company _	Suffolk County Department of Public Works
Contact Pe	rson_ Gilbert Anderson, PE
Address	335 Yaphank Avenue
	Yaphank, NY 11980
Telephone	631-852-4010
Fax#	631-962-4150
E-Mail Add	ress_gilbert.anderson@suffolkcountyny.gov
	Town of Oyster Bay, Department of Public Works
Company_	Town of Oyster Bay, Department of Public Works
Company _	Town of Oyster Bay, Department of Public Works
Company _ Contact Pe	Town of Oyster Bay, Department of Public Works rson_Matt Russo, PE 150 Miller Place
Company _ Contact Pe Address City/State _	Town of Oyster Bay, Department of Public Works rson Matt Russo, PE 150 Miller Place Syosset, NY 11791
Company _ Contact Pe Address City/State _ Telephone	Town of Oyster Bay, Department of Public Works rson_Matt Russo, PE 150 Miller Place

CERTIFICATION

Date 6/22/2017

A MATERIALLY FALSE STATEMENT WILLFULLY OR CONNECTION WITH THIS QUESTIONNAIRE MAY RE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBTALSE STATEMENT TO CRIMINAL CHARGES.	SULT IN RENDERING THE WITH RESPECT TO THE PRESENT
the items contained in the foregoing pages of this questic attachments; that I supplied full and complete answers to knowledge, information and belief; that I will notify the Concumstances occurring after the submission of this questience contract; and that all information supplied by me is to information and belief. I understand that the County will requestionnaire as additional inducement to enter into a coentity.	o each item therein to the best of my bunty in writing of any change in stionnaire and before the execution of ue to the best of my knowledge, rely on the information supplied in this
Sworn to before me this 22 ndday of June	207
Notary Public Manno	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 & Ba	artiett, Inc.
By: Andre Haddad, PE	
Walla	
Signature	
President/CEO	
Tille	•

Share 100% LKB Mapping, Inc. 54-0841793 Officers Title Andre Haddad President Steyen Hanuszek Executive Vice President Principal Owner Lockwood, Kessler & Bartlett, Inc. Lockwood Enterprises of New York, Inc. Lockwood, Kessler & Bartlett, Inc. Principal Owner Lockwood Enterprises of New York, Inc. 100% Ditle President, CEO & Director EVP, Secretary & Director Executive Vice President 11-1015370 11-3467879 President & CEO Director Vice President Vice President Director Share 100% Trile Share Chairman of the Board of Managers 31% Manager 33% Manager 24% Member 12% Steven Hanuszek LKB Environmental Services, Inc. Steven Hanuszek Marian Wypyski Brian Ednie Paul Lappano Principal Owner Marian Wypyski LKB Group, LLC Andre Haddad Andre Haddad Pare 100% Officers Officers President Executive Vice President 16-0847122 LKB Group, LLC 11-3467828 Lockwood, Kessler & Bartlett, Inc. Steven Hanuszek Manager Marian Wypyski Manager Ray Wegener Member 븰 Principal Owner Title Andre Haddad Chair Officers Andre Haddad Steven Hanuszek Principal Owner One Aerial Way Realty, LLC 11-3467829 Principal Owner Share LKB Group, LLC 100% Alemco Development Corporation Share 100% Executive Vice President Principal Owner Lockwood, Kessler & Bartlett, Inc. President 里 Officers Andre Haddad Steven Hanuszek

Attachment to Business History

including shareholders, members, general or limited partner:
Andre Haddad, PE, President/Director,
Steven Hanuszek, PE, Executive V.P./Director,
Marian Wypyski, PE, Director,
Raymond Wegener, Member,
iii) Name, address and position of all officers and directors of the company:
Andre Haddad, PE, President/Director,
Steven Hanuszek, PE, Executive V.P./Director,
Marian Wypyski, PE, Director,
Brian Ednie, PE, Vice President,
Paul Lappano, PE, Vice President,

ii) Name, addresses, and position of all persons having a financial interest in the company,

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 KESSIER & BARTLETT INC ONE AEBIAL WAY SYGSSET, NY 11791-0000 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2015 TO 12/31/2017.

Dec e lea-

DOUGLAS E. LENTIVECH DEPUTY COMMISSIONER FOR THE PROFESSIONS CERTIFICATE NUMBER

0011849



PACTOR REPORTS

PROTEST OF THE INVESTOR

WE COMMISSIONE 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 CorpPartnershipJoint 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,
Steven Hanuszek, PE, Executive Vice President/Director,
Marian Wypyski, PE, Director,
Brian Ednie, PE, Vice President,
Paul Lappano, PE, Vice President,
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,
Steven Hanuszek, PE, Executive V.P./Director,

Page 2 of 4
Marian Wypyski, PE, Director,
Raymond Wegener, Member,
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
,

Page 3 of 4

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-	on of lobbying activit		
None	u. Berialum via Alaman at Bulla Mark 1800 V 1859 V 1859 V 1859 V 1850 V		
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		•	
(c)	List whether and who lew York State):		nization is registered as a lobbyist (e.g., Nassau
None	•		
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			by a principal of the consultant, he firm for the purpose of executing Contracts.
	signed affirms and so s and they are, to his/h		has read and understood the foregoing and accurate.
Dated:	6/22/2017	Signed:	G/Jaddad
	2500	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").

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") 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	e and	Effect.	All of	her co	nditions	of	the	Origin	al A	greeme	nt no	ot expre	ssly
amended	by th	is Ame	ndment	shall	remain	in	full	force	and	effect	and	govern	the
relationshi	poft	he partie	s for th	e term	of the a	mer	nded	Agreei	ment.			-	

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Lockwood, Kessler and Bartlett, Inc.
By: - Harrissek
Name: STEWEN HANDSZEK
Title: EXEC. V.P.
Date: 6/22/17
/ / ·
NASSAU COUNTY
·
By:
Name:
Title: County Executive
□ Deputy County Executive
- ~ opacy county invocative

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the And day of June in the year 2017 before me personally came Sleven HANUSzek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffork; that he or she is the Exer. V. P. of Lackwood, Kessler BAPHettle, 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. 01 MA6323867 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

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:

DISAPPROVED:

Richard R. Walker

Chief Deputy County Executive

Richard R. Walker

Date

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.

PRODL	JCER			CONTA NAME:	CT Alvson I.	avertv			
PG Genatt Group LLC 3333 NEW HYDE PARK RD					PHONE (A/C, No. Ext): 516-869-8788 (A/C, No.:1-516-706-297 E-MAIL ADDRESS: mbuonomo@genattgrp.com				
	E 409			E-MAIL ADDRE	ss:mbuonom	io@genattg	rp.com		
	HYDE PARK NY 11042				INS	URER(S) AFFOR	RDING COVERAGE	NAIC #	
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(SUR		OCKWC	OOD	INSUR	RB:Treveler	s Indemnity	Co of Amer	25666	
ock	vood, Kessler & Bartlett, Inc.			INSUR	R c :Atlantic	Specialty In	surance Compan	27154	
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	COUNTY OF NASSAU DEPARTMENT OF PUBL 1194 PROSPECT AVENU		KS .	TH	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE CANCE IEREOF, NOTICE WILL BE I ICY PROVISIONS.	ELLED BEFO DELIVERED	
•	WESTBURY NY 11501	/ L		AUTHO	RIZED REPRESE	ENTATIVE			

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 6/22/17
Signature Baldes	Date
Name of Grgenization	<u> Tanana Palana Mahaman ang managan</u>
Lockwood, Kessier & Bartlett, Inc.	
Address of Organization	AND AS COLUMN TO BE AS AS ASSESSMENT OF THE STATE OF THE
One Aertal Way, Syosset, NY 11791	

OJP FORM 4061/1 (REV. 2/89) Previous Editions are obsolete Contract ID#:H670008DK



2) Comptroller Approval Form Attached:

CLPW 15000050 Department: Public Works

Yes 🗌

Yes X

No X

No [

CF (Capital)

⋈ #2

Contract Details

New Renewal

Amendment

SERVICE Construction Management/ Inspection

NIFS ID #: CFPW14000013 NIFS Entry Date: 12/2 15Term: from 5/5/14 to 5/4/2016

1) Mandated Program:

Time E	Extension	3) CSEA Agmt. § :	32 Co	mpliance Att	Yes X	No 🗌		
Addl. I	Addl. Funds 4) Vendor Ownership			Mgmt. Discl	osure Attached:	Yes X	No.□	
Blanke RES#	et Resolution 🔲	5) Insurance Required			<u> </u>	Yes X No		
Ā	gency Inform:	ation			Former , was recited energy			
		/endor	ingrij Letat	A service and the service and	County	Depar	tment	
Name Lockwood,	, Kessler and Burtlett, Inc.	Vendor ID# 11-1015370			Department Contact Richard Indevato, Ir, S Drainage Construction			
Address	AND THE PROPERTY OF THE PROPER	Contact Person			Address			
One Aerial	i Way	Steven Hanuszek			1194 prospect Ave, We	stbury, NY 11;	590	
Syosset, N	IY, 11 7 91	Phone	Phone					
		516 938 0600 ext. 205	5 516 571 6824					
DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd& Fw'd.	SIGNATURE	The second of th	eg. Approva Required	
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Department: Public Works,

E#:

Contract Sumn		OF NEW	<u> </u>		
	nal Construction Management Se	•			
Purpose: The original contract Highway/Bridge unit, This and	was to provide "on Call" Profess endment is to increase the Maxim	donal Construction N arm amount by \$500,	Tainagement/Insp 000.00.	ection Services for all construction activi	ties in the
Method of Procurement: The contractor was previously	selected through an open compet	itive RFP process.	***************************************		
Procurement History: The con	tractor was selected through an i	pen competitive RFF	process. This is	the second amendment.	
Description of General Provisi This amendment is to increase	ons: the Maximum Amount proposed	in the first unendm	eni by \$500,000.0	0.	
Impact on Funding / Price An The Maximum Amount in the	dysis: first amendment shall be increas	ed by \$500,000.00. TI	ne maximum amo	unt payable to the contractor is \$1,650,0	00.00.
Change in Contract from Prio the Amendment Agreement by Recommendation; (approve as	\$500,000.00.	endment #2 will ame	nd the scope of se	ervices to include and increase the Maxin	num Amount of
Advisement In				A CONTRACTOR OF THE CONTRACTOR	
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I certify that this document w	/ Landis	that ari unencumbered balance present in the appropriati	sufficient to cover this cont	Name 1	11.914
Name	Name	Jones H	Jan	Dite ////////////////////////////////////	The state of the s
Date	Date	/ \		(For Office Use Onl	b).

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 Voice on 12/2/US
VOTING:
ayes asyes of abstained 3 recessed of Legislators present:

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 Bartle	ett, Inge
By:	- Jesuse-	Hanewark -
Name:	STEVEN	HANUSZEK
Title:	EXEC. V. J.	
Date:	11/18/15	

NASSAU COUNTY

By:____

Name:

County Executive

Title: C

Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU)	
On the 18 day of November in the Control of the Executive Manual of the Executive Manual of the Executive Manual of the Executive Manual of the board of the manual thereto by authority of the board of the second of the second of the second of the board of the second o	that he or she is that he or she is restricted in the corporation e instrument; and that he or she signed his or directors of said corporation.
	RON FRISINA c, State of New York DIFF3000961 in Suffelk County opires Dec. 29, 2017
STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU)	
On the Sday of APRIL in CHARLES RIBANDO to me personally depose and say that he or she resides in the Co County Executive of the County of Nassau, the which executed the above instrument; and the pursuant to Section 205 of the County Govern	e municipal corporation described herein and the or she signed his or her name thereto
NOTARY PUBLIC	ASHLAMIN.
'amarika J	PUBLIC EXP. February 04, 2017 ASSAU COUNTY PIGOS2158 OF NEW

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 ("\subseteq") 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 [newspaper] [date]. The sealed bids were publicly opened on _____[date]. 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 The received and evaluated. evaluation committee consisted [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. A 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. Schnelder, 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

[descri recent contrac	of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected, be procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most evaluation of the contractor's performance for any contract to be renewed or extended. If the ctor has not received a satisfactory evaluation, the department must explain why the contractor nevertheless be permitted to continue to contract with the county.
propo	Pursuant to Executive Order No. 1 of 1993, as amended, at least three sals were solicited and received. The attached memorandum from the tment head describes the proposals received, along with the cost of each sal.
	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.
mem	Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not 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 2 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

<u>NOTE:</u> 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: 0	ne Aerial Way				
	City, State and	Zip Code: Syosset, NY 11	791	,		
2.	Entity's Vendor Identification Number: 11-1015370					
3.	Type of Busine	ess:Public Corp	Partnership	Joint Venture		
	Ltd. Liabi	lity Co X Closely Held	d Corp	Other (specify)		
of Join	ors or comparab	le body, all partners and lin	nited partners, all	duals serving on the Board of corporate officers, all parties companies (attach additional		
Andre	Haddad, PE	President/Director				
Steve	n Hanuszek, PE	Executive Vice President				
Maria	in Wypyski, PE	Director	an and a second			
9			CAMBAGE OF A CASE OF THE A Advantage			
		- 10 May 1- 10 Ma				
	older is not an i		al shareholdres/pa	partners of the firm. If the urtners/members. If a Publicly his section.		
Princ	ipal Owner:		SATISFACE	All the state of t		
Lock	wood Enterprises	of New York, Inc. One Aeria	al Way, Syosset, N	Y 11791		

1. above (if a subsidiary cobe updated to	all affiliated and related companies and their relationship to the firm entered on none, enter "None"). Attach a separate disclosure form for each affiliated or empany that may take part in the performance of this contract. Such disclosure of include affiliated or subsidiary companies not previously disclosed that partic mance of the contract.
Alemco Dev	relopment Corporation*
LKB Enviror	nmental Services, Inc.*
LKB Mappir	a. Inc.*
* None of the	se companies will participate in the performance of this contract.
7. List a bid, post-bid employed or its agencies, limited to the matters inclured property the term is defined to the form is defined to	all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, etc.). The term "lobbyist" means any and every person or organization retained designated by any client to influence - or promote a matter before - Nassau Coboards, commissions, department heads, legislators or committees, including be Open Space and Parks Advisory Committee and Planning Commission. Such de, but are not limited to, requests for proposals, development or improvement subject to County regulation, procurements, or to otherwise engage in lobbying efined herein. The term "lobbyist" does not include any officer, director, trusted bunsel or agent of the County of Nassau, or State of New York, when discharging
7. List a bid, post-bid employed or its agencies, limited to the matters inclureal property the term is deemployee, co	all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, etc.). The term "lobbyist" means any and every person or organization retained designated by any client to influence - or promote a matter before - Nassau Coboards, commissions, department heads, legislators or committees, including be Open Space and Parks Advisory Committee and Planning Commission. Such de, but are not limited to, requests for proposals, development or improvement subject to County regulation, procurements, or to otherwise engage in lobbying efined herein. The term "lobbyist" does not include any officer, director, trusted bunsel or agent of the County of Nassau, or State of New York, when discharging
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7. List a bid, post-bid employed or its agencies, limited to the matters inclureal property the term is demployee, or his or her off	all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, etc.). The term "lobbyist" means any and every person or organization retained designated by any client to influence - or promote a matter before - Nassau Coboards, commissions, department heads, legislators or committees, including be Open Space and Parks Advisory Committee and Planning Commission. Such de, but are not limited to, requests for proposals, development or improvement subject to County regulation, procurements, or to otherwise engage in lobbying efined herein. The term "lobbyist" does not include any officer, director, truster bunsel or agent of the County of Nassau, or State of New York, when discharging it is all duties. Name, title, business address and telephone number of lobbyist(s):

Page 3 of 4	
(b) Describe lobbying activities.	vity of each lobbyist. See page 4 of 4 for a complete
the state of the s	e the person/organization is registered as a lobbyist (e.g.,
•	
8. VERIFICATION: This section contractor or Vendor authorized as a s	n must be signed by a principal of the consultant, signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swear statements and they are, to his/her known	s that he/she has read and understood the foregoing wledge, true and accurate.
Dated: 12/3/2015	Signed: Washad
	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 confract 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:

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.

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: Maddet
	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	mldlyý 11/18/2015
Signature Maddas -	Date 11/18/7015
Name of Organization	3 f.
Lockwood, Kessler & Bartlett, Inc.	
Address of Organization	
One Aerial Way, Syosset, NY 11791	

OJP FORM 4061/1 (REV. 2/89) Previous Editions are obsolete

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 Manville Road, Pleasantville, NY 10570 and One Exchange Place, 21 West Main Street, Waterbury, CT 06702 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? 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 If Yes, s	bidder/proposer, during the past seven years, been declared bankrupt? Yes No X tate date, court jurisdiction, amount of liabilities and amount of assets
federal, owner an civil anti-	ast five years, has this business and/or any of its owners and/or officers and/or any affiliated a, been the subject of a criminal investigation and/or a civil anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 5 years, have any add/or officer of any affiliated business been the subject of a criminal investigation and/or a trust investigation by any federal, state or local prosecuting or investigative agency, where estigation was related to activities performed at, for, or on behalf of an affiliated business. No _X If Yes, provide details for each such investigation.
federal, s of an affi but not li individua	est 5 years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer liated business been the subject of an investigation by any government agency, including mited to federal, state and local regulatory agencies, for matters pertaining to that all's position at or relationship to an affiliated business. Yes No _X If Yes, provide or each such investigation.
pertained	current or former director, owner or officer or managerial employee of this business had, fore or during such person's employment, or since such employment if the charges it to events that allegedly occurred during the time of employment by the submitting , and allegedly related to the conduct of that business: a) Any felony charge pending? No X Yes If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? No X 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 X 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 X 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 X Yes If Yes, provide details for each such

occurrence.
5) years, has this business or any of its owners or officers, or any other affiliated d any sanction imposed as a result of judicial or administrative proceedings with respect ssional license held? No X Yes; If Yes, provide details for each such
(5) tax years, has this business failed to file any required tax returns or failed to pay any ederal, state or local taxes or other assessed charges, including but not limited to water harges? No <u>X</u> Yes If Yes, provide details for each such year. Provide a conse to all questions checked 'YES'. If you need more space, photocopy the 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
- iv) State of incorporation (if applicable); New York

Disclosure Form

- 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 Pen	son_ Shila Shah-Gavnoudias, PE, Commissioner	
Address	1194 Prospect Avenue	
City/State _	Westbury, NY 11590	
Telephone _	516-571-9604	•
Fax#		,
E-Mail Addre	ess 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					
1 (<u></u>	Town of Oyster Bay Department of Public Works				
Company	Town of Oyster Bay Department of Public Works				
Company	Town of Oyster Bay Department of Public Works				
Company Contact Pers	Town of Oyster Bay Department of Public Works son_Matt Russo, PE 150 Miller Place				
Company Contact Pers Address City/State	Town of Oyster Bay Department of Public Works son_Matt Russo, PE 150 Miller Place Syosset, NY 11791				
Company Contact Pers Address City/State Telephone	Town of Oyster Bay Department of Public Works son_Matt Russo, PE 150 Miller Place				

,

CERTIFICATION

Date

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
Name of submitting business: Lockwood, Kessler & Bartlett, Inc.
By: Andre Haddad, PE
Africa name,
Signature
President/CEO
Title
11 / 18 / 2015

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
	City/state/zip
	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.	NOYES _X If Yes, provide details. Mr. Haddad has an equity interest in LKB Group, LLC, which owns
4.	Lockwood Enterprises of New York, Inc., which owns Lockwood, Kessler & Bartlett, Inc. 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.

Pr	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 Section	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in on 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 _X _YES if Yes, provide details for each such instance.					
	þ.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X 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, fallure to meet pre-qualification standards? NO \times 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 X YES If Yes, provide details for each such instance.					
8.	portion initiate process respon	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings of more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed it to the questionnaire.)					
	a).	is there any felony charge pending against you? NO X YES If Yes, provide details for each such charge.					
	b)	Is there any misdemeanor charge pending against you? NO X YES If Yes, provide details for each such charge.					
	c)	Is there any administrative charge pending against you? NO X YES If Yes, provide details for each such charge.					
	q)	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 X 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 X					

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

NO X YES If Yes, provide details for each such occurrence.

- 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

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 Signaturé President / CEO 18

7 2015

Date

* XOUBLE-SIDED*

Contract ID#: H670008DK



CLPW14000051 Department: Public Works

Department: Public Works

CF (Capital)

Contract Details

SERVICE: Construction Management Inspection

	So added to Mandagement Inspection									
N	NIFS ID #: CFPW14000013 NIFS Entry Date! 20/14 Term: from 5/5/2014 to 5/4/2016									
New	Renewal	1	Mandated Prog	gram:	· · · · · · · · · · · · · · · · · · ·		****	Yes	No 🛛	
Ame	ndment 🗵 #1	2)	Comptroller A	pprov	al Form	Attached		Yes 🛛	No 🗆	
Time	Extension	1 1	CSEA Agmt. §					Yes	No 🗵	
	Funds 🔲							Yes 🗵	No. 🗆	
Blank RES	ket Resolution 🔲 #		4) Vendor Ownership & Mgint, Disclosure Attached: 5) Insurance Required					Yes 🛛	No 🗆	
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Lockwe	ood, Kessler and Bartlett,	Inc.	Vendor ID# 111-015370				Department Contact Richard Indevaio, Jr. Superintendent of Highway & Drainage Construction, NCDPW			
Addres	5\$		Contact Perso	n			Address	donon' I'v	TAT AA	
	erial Way		Steven Hannszek			1194 Prospect Ave.				
Syosse	t, NY 11791						Westbury, NY 11590			
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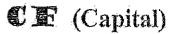
County Executive

Notarization

Filed with Clerk of the Leg.

*ROUBLE-SIDETTX

Contract ID#: H670008DK



Contract Details



CLPW14000051

SERVICE: Construction Management Inspection

NIFS ID #: <u>CFPW14000013</u>	NIFS Entry Date 11/20	14 Term: from 5/5/2014 to 5/4/2016
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New [Renewal [1	1) Mandated Program:				Yes	No 🛛
Amend	dment ⊠#1	2	2) Comptroller Approval Form Attached:			Yes 🛛	No 🗆	
Time I	Extension [3	3) CSEA Agmt. § 32Compliance Attached:			Yes 🗌	No 🗵	
Addl.	· · · · · · · · · · · · · · · · · · ·	4) Vendor Ownersh	ip &	Mgmt. I	Disclosure Attached:	Yes 🛛	No 🗆
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Name Lockwo	od, Kessler and Bartlett, I	IC.	Vendor ID# 111-015370	222642		Department Co Richard Iadeva Superintendent Drainage Cons	ntact io, Jr. of Highwa	y &
Addres	\$		Contact Person			Address	THOUNDI, INC	31), YY
	erial Way t, NY 11791		Steven Hamiszek 1194 Prospect A Westbury, NY			ı		
			Phone Phon		Phone 516-571-6824			

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Filed with Clerk of the Leg.



Department: Public Works

Contract Summary

Purpose: The original			ay/Bridge Construction - Amendm	
construction activities	contract was to provide "On Call" Profession in the Highway/Bridge unit. This amendmo	onal Construct ent is to lucrea	ion Management/Inspection Service se the Maximum Amount by \$500,0	es for all
Method of Procuremen	it: The contractor was previously selected t	hrough an ope	n competitive RFP process.	
Procurement History:	The contractor was selected through an ope	en competitive	RFP process. This is the first amer	ndment,
Description of General \$500,000.	Provisions: This Amendment is to increase	e the Maximun	n Amount proposed in the original	agreement by
māximitā amount pay	rice Analysis: The Maximum Amount in thable to the contractor is \$1,150,000.			
and increase the Maxi-	num Amount of the Original Agreement by	y \$500,000.	among the scape of set vices to then	ude
and increase the Maxi-	num Amount of the Original Agreement b	y \$500 ,000.	actions the scape of our vices to men	ude
and increase the Maxion Recommendation: (app	mum Amount of the Original Agreement by prove as submitted)	y \$500, 0 00.	actions the scape of our vices to men	ude
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Recommendation: (ap) Advisement In BUDGET CODES Fund: CAP Control: 61 Resp: 587	prove as submitted) formation FUNDING SOURCE AMOUNT Revenue Contract XXXXXXX	y \$500,000.	INDEX/OBJECT CODE	AMOUNT
Recommendation: (ap) Advisement In BUDGET CODES Fund: CAP Control: 61 Resp: 587 Object: 00003	prove as submitted) formation FUNDING SOURCE AMOUNT Revenue Contract XXXXXXX County \$-01	LINE 1 2	INDEX/OBJECT CODE	AMOUNT \$.01
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NIFS Certification	Comptroller Certification	County Executive Approval
I cortily that this document was accepted into MIFS.	Certify that an unencumbered belance sufficient to cover this contract is present faulte appropriation to be charged.	Name MA
Name Live Line	Jury Muruye	Ditt. // /9/14
1/0/15	Daw / 1	E#:
ring 1		^.

RULES RESOLUTION NO.3122014

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
Russau County Legislature
By Voice Vice on 12-1-14

By Volce Vito on 12—1717
VOCING:
ayes 7 anyes 0 abstaland 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

3

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.

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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 "Amonded 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 Kesster and Bartlett, Inc.

By: Standard Hands 25K

Title: Exec. V. F.

Date: 10/23/14

NASSAU COUNTY

y: Name: V

Title: County Executive

Deputy County Executive

Date:

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK) COUNTY OF NASSAU) On the 23 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 Sufforting; that he or she is the Executive V. P. of Lockward, Kessler Partlett, 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, State of New York 01AL6004912 Qualified in County of Nassan Commission Expires 03/30/18 STATE OF NEW YORK) COUNTY OF NASSAU) in the year 2014 before me personally to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of 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

NOTARY PUBLIC

County.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Name: Stewn Handsziek Title: Exac. U. P.	Lockwood.	Kessler and Bartlett Inc	
Name: Stewn Handszisk Title: Exec. U.P.	By:		.11
1000	Name:_	STEWN HAN	
The state of the s	Title:	EXEC. U.P.	
Date: 10/23/14	Date:	10/23/14	(9) I hill a common a see

NASSAU COUNTY

Name: County Executive

Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 33rd day of Orlor in the year 2014 before me personally came Steven fanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Scotter of Interpret in 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 Alglos Notary Public, State of New York 01AL6004912 Qualified in County of Nassau Commission Expires 03/30/18
STATE OF NEW YORK) (COUNTY OF NASSAU) On the Gay of Januar in the year 2012 before me personally came Richard R. Maltatome personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Vallae; 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. County.
NOTARY PUBLIC Protary Rubby, State of New York No. 01 PERSENDED Commission Expires April 02, 20/2

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

The case executive officer of the Contractor is:
Andre Haddad (Name)
(Address)
516-938-0600 (Telephone Number)
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 sect 9 of the Law. In the event that the contractor does not comply with the requirements of the Law obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfacti of the Department that at the time of execution of this agreement, it had a reasonable certainty 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 Contract
In the past five years, Contractor has X has not been found by a court or a government of have violated federal, state, or local laws regulating payment of wages or benefits, la relations, or occupational safety and health. If a violation has been assessed against the Contract describe below:
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In the past five years, an administrative proceeding, investigation, or government body-initiate judicial action has X has not been commenced against or relating to the Contractor 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 becommenced, describe below:

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5	Contractor agrees to permit access to representatives for the purpose of m investigating employee complaints of the complaints of the c	o work sites and relevant payroll records by authorized County outforing compliance with the Living Wage Law and of noncompliance.
true, con	y certify that I have read the foregoing treet and complete. Any statement of stated below.	g statement and, to the best of my knowledge and belief, it is r representation made herein shall be accurate and true as of
	and series at the fact of Ex's	and the second s
	10/25/14	Model
Haro-Julyan-cuistings	10/23/14	
Dated	, <u>,</u>	Signature of Chief Executive Officer
		K. M. Parket Committee Com
		Andre Haddad
		The control of the co
		Name of Chief Executive Officer
Swornt	to before me this	
السيديد		Joan Algios
2310	day of <u>Setober</u> 2014.	Notary Public, State of New York 01AL6004912
/		Qualified in County of Nassau
Aug.	Con Clain.	Commission Expires 03/30/18

Notary Public

Ĭ,	Name of Firm:	Alemco Developmo	ent Corpora	tion			
	Address	One Aerial Way	Maniana	- The state of the			
	City and State; _	Syosset, New York	k		Zip Code 1	1791	
2.		dentification Number: 13-2					
3.	Type of Business	Public Corp,	Partnersi	nip Sole Propriete	orship	Joint Venture	
4.	necessary)	ddress of all principals; that is, cers, all parties of Joint ventur	all individuals ser es, and all member	rving on the Board of Director is and officers of Limited Liab	s or comparable bo ility Companies (a	ody, all partners and lin trach additional sheet (alted partners, s) if
******	Andre	Haddad	Presid	ent & CEO			
•	Steve	n Hanuszek	Exec,	V.P. & Secretary	***************************************		
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5:	sheet (s) if necess	d address of all shareholders, in thers/members. (* If a Publich sary). owned by Lockwoo	d, Kessler &	Bartlett, Inc.	in lieu of completi	ng this section) (attack	h additional
6,	List all affiliated	and related companies and the for each affiliated or subsidiary	ir relationship to t	\$	above lif none		
**********	None		acuthing)	terrant and violates succe (a)	n necessary).		
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7.	VERIFICATION of executing cont own knowledge,	f: This section must be signed tracts. The undersigned affirm true.	by a principal of the	be Consultant, Contractor or V at he/she has read and underst	endor authorized a	s signator of the firm fo	of the purpose , to his/her
Da	ited:	123/14	Signed:	- January	Hanny	L	<u></u> -
			Print Name	Steven Hanuszel	(EEOTWAWA II maayyaa aa	
			Title:	Exec. Vice President	lent		

l,	Name of Firm: LKB Environmental S	Services, In	C.	
	Address: One Aerial Way		:	<u>Consideration of the Constitution of the Cons</u>
	City and State: Syosset, New York		Zip	Code 11791
2.	Firm's Vendor Identification Number: 16-08		*	
3,	Type of Business: Public Corp.	Partnershi	Sole Proprietorship	
	Ltd Liability Compa	ny XC	losely Held Corp.	Other (specify)
4.	List names and address of all principals; that is, all all corporate officers, all parties of Joint ventures, necessary)	and all members	ing on the Board of Directors or com and officers of Limited Liability Co	parable body, all partners and limited paraners, mpanies (attach additional sheef (s) if
	Andre Haddad	Presider		
distrins	Steven Hanuszek	Exec. V.	P. & Secretary	
5.	List all names and address of all shareholders, me shareholders/partners/members. (* If a Publicly sheet (s) if necessary). 100% owned by Lockwood	embors, or partner held Corporation I, Kessier &	include a copy of 10K form in lieu o	ot an individual, list the individual
سند			*	
6.	List all affiliated and related companies and their disclosure form for each affiliated or subsidiary c	relationship to th	ne firm entered on line I (one) above (attach additional sheet (s) if nece	If none enter "None" 1.7 * inducie a commun
-				
7.	VERIFICATION: This section must be signed by of executing contracts. The undersigned affirms own knowledge, true.	y a principal of th and so swears th	ie Consultant, Contractor or Vendor at he/she has read and understood th	authorized as signator of the firm for the purpose oregoing statements and they are, to his/her
Ĺ	Dated: 16/23/14	Signed:	Stewn H	musech
		Print Name;	Steven Hanuszek	
		Wiffer	Exec. Vice President	

ļ,	Name of Pirm; 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)
	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.
<u>. </u>	
6.	List all affiliated and related companies and their relationship to the firm entered on line I (one) above [if none, enter "None"] (* include a separat disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
	None
<u></u>	
7.	VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpos 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.
Da	sted: 10/23/14 Signed: Admission
	Print Name: Steven Hanuszek
	Title: Exec. Vice President

Lockwood, Kessler & Bartlett, Inc. List of Corporate Officers and Directors

Andre Haddad *
President & Chief Executive Officer

Vice President - Construction

Marian Wypyski *

Steven Hanuszek *

* Denotes Director

1.	Name of Firm:	Lockwood, Kess	ler & Bartlett	t, Inc.			
	Address:	One Aerial Way		<u> </u>			
	City and State:	Syosset, New Yo	ork			Zip Code 11791	Ladden Troppellis Mahamma aprii 1999.
2.	Firm's Vendor I	dentification Number: 1	1-1015370				
3,	Type of Busines		Parine	rship.	Sole Proprietorship	Joint Venh	
		Last Diabnity C	ompany	_ Closely H	eid Corp.	Other (spec	ify).
4,	List names and a all corporate off necessary)	address of all principals; that icers, all parties of Joint ven	t is, all individuals s tures, and all memb	serving on the	e Board of Directors or co cers of Limited Liability C	omparable body, all par Comparties (attach addit	tners and limited partners, lonal sheef (s) if
	See /	Attached List			MILL 2 - 1 - 2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		
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5,	sheet (s) if neces	nd address of all snareholder tners/members. (* If a Pub ssary).	rs, members, or part dicty held Corporati	thers of the f lon include a	irm. If the shareholder is copy of 10K, form in lieu	not an individual, list to of completing this sec	ha hadhat da a
·	100%	owned by Lockw	ood Enterpri	ses of N	ew York, Inc. wh	ich in turn is	
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6.	List all affiliated	i and related companies and for each affiliated or subsid	their relationship to	o the firm en	tered on line I (one) above	e [if none, enter "No	ne"] (# include a separate
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********			nmental Serv	vices, In	C.		
		LKB Mappin	ig, inc.		-		
7,	VERIFICATION of executing concurred control of the	N: This section must be sign stracts. The undersigned aff true.	ned by a principal of firms and so swears	f the Consul that he/she	ant, Contractor or Vendon has read and understood if	authorized as signator ne foregoing statements	of the firm for the purpose and they are, to his/her
Da	ated: 10/2	23/14	Signed:	5	femme His	reizek	**************************************
			Print Nam	ıe: Stev	ven Hanuszek	*	
			Title:	Ехе	c. Vice Presiden	É	

LKB Group, LLC

Andre Haddad

Chairman of Managers

Raymond Wegener

Member

Marlan Wypyski

Manager

Steven Hanuszek

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 [newspaper] [date]. The sealed bids were publicly opened on ______ [date]. 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 copics of the RFP. Proposals were due on ______[date]. _____[#] proposals were received สทศี evaluation evaluated. The committee consisted [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

1

III. In 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.
\square A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
D. 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

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

CF (Capital)

Contract Details

NIFS ID #:

New X Renewal



NIFS Entry Date:__

1) Mandated Program:



Yes 🔲

SERVICE _Construction Management/ Inspection ____Term: from Execution to 24 Months

Amendment 2) Comptroller Approval Form Atta					ttached:	Yes	No 🗌	
Time I	Time Extension 3) CSEA Agmt. § 32 Compliance Attached:					Yes X	No 🔲	
Addl. Funds 4) Vendor Ownership & Mgmt. D					Disclosure Attached:	Yes X	No 🗌	
Blanke RES#	et Resolution 🔲	5)	Însurance Requirec	1	(Yes 🗓	No 🗆	
$\overline{\mathbf{A}}_{i}$	gency Inform	ation						
	Entropy (September 1997)	Vendo	r		County	Depar	tment	
Name Lockwood,	, Kessler and Bartlett, Inc.		Vendor ID# [11-015376		Department Contact Richard Iddevato, Jr. Drainage Construction	Superintendent		
Address	- The state of the		Contact Person		Address		AND THE RESERVE TO SERVE THE PARTY OF THE PA	
One Aerial	-		Steven Hamiszek		1194 prospect Ave, V	1194 prospect Ave, Westbury, NY 11590		
Syosset, N	IY, 11791		Phone	THE PERSON NAMED IN COLUMN	Phone			
	W353A4		516 938 0600 ext. 205		516 571 6824			
DATE Rec'd,	DEPARTMENT	Inc	And the second s	DATE	SIGNATURE	. 1		
		· ·	ernal Verification	Appv'd& Fw'd	OXOITITY OXCE		eg. Approval Required	
	Department	NIFS Ex	ernal Verification ury (Dept) pvl (Dept. Head)					
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	DPW (Capital Only) OMB County Attorney County Attorney Legislative Affairs	NIFS Ap CF Cap NIFS Ap CA RE Verifica CA App	ury (Dept) pvl (Dept. Head) ital Fund Approval pproval & Insurance tion royal as to form riginal Contract to	3/5/14 3/5/14 3/14/14 3/14/14 3/14/14 3/14/14 3/14/14	Hand for June State June Y Y No BI	Required as No trequired if anket Res		
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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 mayes 0 abstaired 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.

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George Maragos Comptroller



OFFICE OF THE COMPTROLLER 240 Old Country Road Mincola, 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,

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 119-0, 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 he vendor has previously provided services to the county, attach a copy of the most recent evaluation of he 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.
n certain limited circumstances, conducting a competitive process and/or completing performance

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.

<u>In addition</u>, 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

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Office of the County Executive

Αħ.

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 Courty'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. Millet, Deputy Commissioner, Rakhal Meitra, P.E., Deputy Commissioner, Brian J. Schreider, Assistant to Deputy Commissioner and Richard Iadavaio, 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, Esposite & 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 GPP's and Cameron's BAFO.

Construction Management Firm	Technical Ranking	Best and Final Offer (BAFO)	Cost
HAKS	1	\$ 937,470.00	Ranking
LKB	1	\$ 922,750.00	11
LiRo	3	\$ 845,581.25	13
GEB	· <u>4</u> .	\$ 896,300.00	<u>5</u>
Tectonic	5	S 936,550.00	7
GPI	6	\$ 893,959.00	16
Cashin	7	\$ 837,481.25	8
Savin	8	\$ 894,575,00	3
LKMA	9	\$ 836,187,50	6
deBruin	10	\$ 934,250.00	4
Cameron	10		10
RBA			12
D&B	<u>12</u> 13	<u>\$ 910.200.50</u> \$ 985.747.00	2
Gedeon	14		15
Haider	15	S 1,111,118,11	17
Field Assoc.		S 949,115,00	14
O'Connor Petito	16	\$ 662,360.00	ŀ
· ·	17	Non-Responsive	.0
Vertex	18	3 801,250.00	2

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Civil Service Employees Association, Nessau Local 830

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."

DPW plans to recommend a contract/agreement for the following services: 1

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 1-9557

Kenneth G. Arnold

Assistant to Commissioner

KGA:WSN:RM:Iv

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 Indevaio 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:		Zip	
2.	Firm's Vendor I	dentification Number: 13-2571	477	and the same of th
3.	Type of Busines	Public Corp.	PartnershipSole Proprietorship	Joint Venture
		Ltd Liability Company	X Closely Held Corp.	Other (specify)
4.	List names and a all corporate off necessary)	address of all principals; that is, all in icers, all parties of Joint ventures, and	lividuals serving on the Board of Directors or comp all members and officers of Limited Liability Com	arable body, all partners and limited partners, panies (attach additional sheet (s) if
	THE PERSON NAMED IN COLUMN	Haddad	President & CEO	
	Steve	n Hanuszek	Exec. V.P. & Secretary	Market Ma
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3.	List all names ar shareholders/par sheet (s) if neces	thers/members. (* If a Publicly held	rs, or partners of the firm. If the shareholder is not Corporation include a copy of 10K form in lieu of	an individual, list the individual completing this section) (attach additional
		owned by Lockwood, K	essler & Bartlett, Inc.	
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б.	List all affiliated disclosure form		tionship to the firm entered on line 1 (one) above	if none, enter "None"] (* include a separate ary).
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7.	VERIFICATION of executing corrections with the control of the cont	macis. The undersigned arriting and	nncipal of the Consultant, Contractor or Vendor au so swears that he/she has read and understood the fi	thorized as signator of the firm for the purpose oregoing statements and they are, to his/her
Da	red: //2	Si	int Name: Andre Haddad	er h
		P.	int Name: Andre Haddad	
			tle: President & CEO	

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

l.	Name of Firm:	LKB Mapping Inc.			
	Address:	One Aerial Way			
	City and State:	Syosset, New York			
Ż.		dentification Number: 54-0			
3.	Type of Busines	Public Corp.		hip Sole Proprietors Closely Held Corp.	
4.	List names and a all corporate offinecessary)	address of all principals: that is,	all individuals se	rving on the Board of Directors a	or comparable body, all partners and limited partners, by Companies (attach additional sheet (s) if
		e Haddad		dent & CEO	
	Steve	en Hanuszek	Exec.	V.P. & Secretary	
5,	List all names ar shareholders/par sheet (s) if neces 100%	nd address of all shareholders, no mers/members. (* If a Publick ssary). owned by Lockwoo	nembers, or partney held Corporatio	ers of the firm. If the shareholde n include a copy of 10K form in & Bartlett, Inc.	r is not an individual, list the individual lieu of completing this section) (attach additional
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6.	List all affiliated disclosure form	l and related companies and the for each affiliated or subsidiary	ir relationship to : company)	the firm entered on line 1 (one) a (attach additional sheet (s) if	boye [if none, enter "None"] (* include a separat
,	None				
7.	VERIFICATIO	N: This section must be signed affirm	by a principal of i	the Consultant Contractor or Ve	
Da	ared: 1/2	8/2014	Signed:	Arrella	,
			Print Name	Andre Haddad	The second secon
			Title:	President & CEO	

LKB Group, LLC

Andre Haddad

Chairman of Managers

Raymond Wegener

Member

Marian Wypyski

Manager

Steven Hanuszek

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.

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.
 - (fii) 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.
- ("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) <u>Delivery: Coverage Change: No Inconsistent Action.</u> 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. <u>Termination</u>.

(a) <u>Generally.</u> 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 "<u>Cause</u>" includes: (j) a breach of this Agreement; (ii) the fallure 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 (<u>iii</u>) 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) <u>Firm Assistance upon Termination</u>. 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. <u>Section and Other Headings</u>. 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. <u>Administrative Service Charge</u>. 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: Thank Manuark
Name: STEVEN HANDSZEK

Title: EXEC U P.

Date: 1/27/14

NASSAU COUNTY

By: | Sich Walker |

Name: Richard R Walker |

Title: County Executive |

Deputy County Executive |

Date: 5 5 1 4

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:

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 womenowned business enterprises ("Certified MWBEs") 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 MAWBEs 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 MWBE Subconsultants to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from MWBEs 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)
		(Address)
	516-938-06.00	Telephone Number)
2.	The Proposer/Bidder agrees to comply with the requirements Wage Law, and with all applicable federal, state and local law	
3.	In the past five years, Proposer/Bidder hasX has government agency to have violated federal, state, or local lawages or benefits, labor relations, or occupational safety and assessed by the Proposer/Bidder, describe below:	ws regulating payment of
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4.	 In the past five years, an administrative proceeding, investigation has X has not been common proposer/Bidder. If such a proceeding, action, or investigation describe below: 	enced against or relating to the
		deliberatura propriata del constitución de la const

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

PARTI: Approval by the Deput	y County Executive i	for Operations must !	be obtained prior to ANY RFQ/RFP/RFBC
□RFQ	RFP RFP	☐ RFBC	☐ In-House Work Order
Project No.: H670008	D		Project Title: On Call Construction Management Services Highway/Bridge
Department: Public Works		D:	ate: July 18, 2013
Service Requested: "On-C inspectors, scheduling service related engineering services f requested.	ali" Construction es, cost estimating or DPW's Highwa	Management Serv s services, field st y/Bridge Construct	vice (CM) Agreements with firm to provide resident engineer rivey services, pre-bid constructability reviews, and constructs tion Group. A total of up to six (6) "On-Call" Agreements may
Justification: Construction I highest quality. These "On-C current staff, on an as-needed	Management is ess all" CM Service A basis to effectively	ential in order to greements will All manage their cons	ensure a project is delivered on time, within budget, and is of the DPW's Environmental Construction Group to supplement the fluction projects.
Requested by: Richard Indevenorment/Agency/Office, I	tio, Jr., Superintend PW, Engineering	dent of Highway ar Civil/Site Constr	nd Drainage Construction uction Management
Project Cost for this Phase: \$1	,50 0,0 00.00 per Ag	reement	
Total Project Cost: \$9,0 Includes, engineering and con-	00,000.00 managam	ėnt	Date RFP Due: August 23, 2013
Capital Funding Approval:	YESE	№ □	Martine Signature
Funding Allocation (Project/su See Attached Sheet if multiyee	bobjecrji r		Fording will be ASSIJAL by SOOM ATE ATIS
Department Head Approval:	YES S	20 C	SIGNATURE
DCE/Ops Approval:	YES 🗌	%0 □	SIGNATURE SIGNATURE
PART II: To be submitted to Responding vendors.	Chief Deputy Co	ounty Executive a	fier Qualifications/Proposals/Contracts are received from
See Aπached Shees Vendor 1.	Quote		Comment
2	*whomeneous wy quantum and a second s	- Deletita	
	The state of the s	•	
1.			The state of the s
OCE/Ops Approval: SSG:RM:p!	YES NO		

Contract ID#: H670008DK



CLPW14000051
Department: Public Works

CF (Capital)

Contract Details

SERVICE: Construction Management Inspection

NIFS ID #: <u>CFPW14000013</u> NIFS Entry Date!//20/14 Term: <u>from 5/5/2014 to 5/4/2016</u>

New Renewal	1) Mandated Program:	Yes 🗔	No 🗵
Amendment 🛛 #1	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗆
Time Extension	3) CSEA Agrat. § 32Compliance Attached:	Yes 🗌	No ⊠
Addl. Funds	4) Vendor Ownership & Mgmt, Disclosure Attached:	Yes 🖂	No _
Blanket Resolution [] RES#	5) Insurance Required	Yes 🛛	№ □
Agency Informa	tion		

Name Lockwood, Kessler and Bartlett, Inc.	Vendor ID# 111-015370
Address	Contact Person
One Aerial Way Syosset, NY 11791	Steven Hanuszek
·	Phone 516-938-0600 Ext. 205

1	Ceunty Department
	Department Contact
İ	Richard Iadevaio, Jr.
	Superintendent of Highway &
	Drainage Construction, NCDPW
	Address
	1194 Prospect Ave.
	Westbury, NY 11590
	Phone
	516-571-6824

Routing Slip

DATE Rolling	, protegrama e signi	Linguist Valliestian	SIGNATURE	Lega Approva
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	11/19/9	
	DPW (Capital Only)	CF Capital Fund Approval	1/1/19 Kn/ Mill	
	OMB	NIFS Approval	11/21/14 Page State	rves (5 1976) 5 5 2006 aguir a 1974 3 Blantos (748)
11/21/14	County Attorney	CA RÉ & Insurance Vexification	I Helpy DR	
1/21/14	County Attorney	CA Approval as to form	I NZIM / OP	Yeld No.
	Legislative Affairs	Fw'd Original Contract to CA	1/21/14 Locar C. May	
	Rules 🔲/ Leg. 🗌			
	County Attorney	NIFS Approval	Depley Se 5 le	
	Comptroller	NIFS Approval	DI M. 531	超到的
	County Executive	Notarization Filed with Clerk of the Leg.	B49/14 /M	

DOUBLE-SIDED

Contract ID#; H670008DK



CLPW14000051
Department: Public Works

Yes 🗌 | No 🔯

CF (Capital)

Contract Details

New 🔲 Renewal

SERVICE: Construction Management Inspection

NIFS ID #: CFPW14000013 NIFS Entry Date! / Term: from 5/5/2014 to 5/4/2016

1) Mandated Program:

Amend	Amendment			oval Form At	tached:	Yes 🛛 No 🗌	
Time Extension			CSEA Agmt. § 32	Yes 🗌 No 🗵			
Addl, F	unds 🔲	4)	Vendor Ownershi	Yes 🛛 No 🗌			
Blanket Resolution RES#			Insurance Require	ed		Yes No 🗆	
Ag	gency Informa	tion			1		
		endo	r F		County	Denning	
Name			Vendor ID#	2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	Department Co	ntact	
Lockwoo	od, Kessler and Bartlett, Ir	ic.	111-015370		Richard Iadeva		
					Superintendent	t of Highway &	
					Drainage Cons	truction, NCDPW	
Address	}		Contact Person		Address		
One Ae	rial Way		Steven Hanusze	k	1194 Prospect	Ave.	
	NY 11791				Westbury, NY		
. ,	,		Phone		Phone		
			516-938-0600 E	Ext. 205	516-571-6824		
., .,							
_							
to carry revenue	outing Slip	Francisco SA		Sele-Datues	Superior of Superior States		
DATE Re't.	DEPARTMENT		ernal Verification	Appenie Ewg.	SIGNATURE	Leg. Approval Required	
	Department		atry (Dept) opvl (Dept. Head)	1/19/4	1		
	DPW (Capital Only)	CF Cap	ital Fund Approval	1 1/14/19	Hill Charl	Married Forces	
	OMB	NIFS A	pproval	□ 1 21 19	Brown Start	○ Not red may It a Not red drug It a Xel □ Not □ □	
11/21/14	County Attorney	CA RE Verifica	& Insurance tion	D Maily	gwer w		
Maile	County Attorney]	roval as to form	1/21/1/	1 QPL	Yeski vid Elic	
· 	Legislative Affairs	Fw'd O CA	riginal Contract to	- Infailed	Gregory C.M.	le le le	
	Rules []/ Leg. []				9		
	County Attorney	NIFS A	pproval	Dalasha	152588	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	Comptroller	NIFS A	pproval			o plant	
County Executive Notarization Filed with Cl			ation ith Clerk of the Leg.	14/1	4/1/4		



Department: 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)
Advisoment Information

BUDGET CODES		FUNDING SOURCE	AMOUNT
Fund:	CAP	Revenue Contract	XXXXXX
Control:	61	County	
Resp:	587	Federal	\$
Object:	00003	State	\$.
Transaction:	CF	Capital	\$
4		Other	\$
RENEWAL		TOTAL	S-04

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	
Federal	\$
State	\$.
Capital	\$
Other	\$
TOTAI	. 5-04
	BENTON ON THE

\$500,000.00	1
TOUR CONTRACTOR	174

LINE	LINE INDEX/OBJECT CODE	
1	PWCAPCAP-61587-00003	\$.01
2		\$
3		\$
4		\$
5		\$.
6		\$
	TOTAL	\$.01

'n		\$500,000.00 (1)		
	Document Prepared By:		Date:	

NIFS Certification	Comptroller Certification	County Executive Approval
Leartily that its document was accepted into MIFS.	I certify that an unencumbered belance sufficient to cover this contract is present in the appropriation to be oberged,	Name
Name Lie Line	Juny Munuye	Ditte /12/9/14
Date	Diffe 1	E#: /

RULES RESOLUTION NO.3122014

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.

Name: SEVEN HANUSZEK

Title: Exec. V. P.

Date: 10/23/14

NASSAU COUNTY

By:__

Nam

Title: County Executiv

Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
COUNTY OF NASSAU)
On the 23 day of October in the year 2014 before me personally came Steven Hanuszen to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffell, that he or she is the Executive V. P. of Localizated, herein Fartlett, 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, State of New York 01AL6004912 Qualified in County of Nassau Commission Expires 03/30/18
STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
COUNTY OF NASSAU)
On theday 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.
en en married à la

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").

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- 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.

Name: Spence Handsziek

Title: Exec. U.P.

Date: 10/23/14

NASSAU COUNTY

Name: Rickers R. walke

Title: County Executive

Deputy County Executive
Date: 1 1 1 6 1 5

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

·	
sworn, did depose and say that he or he or she is the Executive // feorporation described herein and whi	in the year 2014 before me personally me personally known, who, being by me duly she resides in the County of Settork; that of Lockwood Keesler & Butlethe che executed the above instrument; and that he or she hority of the board of directors of said corporation. Joan Algios Notary Public, State of New York 01AL6004912 Qualified in County of Nassau Commission Expires 03/30/18
STATE OF NEW YORK) SS.:	
he or she is County Executive of the described herein and which executed or her name thereto pursuant to Sect	in the year 201D before me personally me personally known, who, being by me duly she resides in the County of (a); that County of Nassau, the municipal corporation I the above instrument; and that he or she signed his ion 205 of the County Government Law of Nassau
. County.	cella a Betrucci
NOTARY PUBLIC	CONCETTA A DETALLOCI Tolary Public, State of New York

CONCETTA A METALICCI
Notary Public, State of New York
No. 01PERSSESS
Cualified in Massau County
Commission Expires April 02, 20/2

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)
		(Address)
	516-938-0600	(Telephone Number)
2.	The Contractor agrees to either (1) comply with the requivage Law or (2) as applicable, obtain a waiver of the region of the Law. In the event that the contractor does not ecotain a waiver of the requirements of the Law, and such of the Department that at the time of execution of this agit would receive such waiver based on the Law and Rule agree to terminate the contract without imposing costs of	quirements of the Law pursuant to section imply with the requirements of the Law or a contractor establishes to the satisfaction preement, it had a reasonable certainty that is pertaining to waivers, the County will
3.	In the past five years, Contractor has X has a agency to have violated federal, state, or local laws regurelations, or occupational safety and health. If a violation describe below:	lating payment of wages or benefits, labor
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		and the state of t
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		Constitution of the Consti
	Top 47 Mile (Mily Mily Mily Mily Mily Mily Mily Mily	A PART OF THE PART
4.	In the past five years, an administrative proceeding, invigidicial action has X has not been commence connection with federal, state, or local laws regulating prelations, or occupational safety and health. If such a precommenced, describe below:	ed against or relating to the Contractor in asyment of wages or benefits, labor

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	PROPERTY	
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	A CONTRACTOR OF THE CONTRACTOR	
	No. 10 Co	- All-Commissioned
	AND THE SECOND AND ASSESSMENT OF THE SECOND AND ASSESSMENT OF THE SECON	
	1.00	and the state of t
5.	Contractor agrees to permit access t representatives for the purpose of m investigating employee complaints	o work sites and relevant payroll records by authorized County conforing compliance with the Living Wage Law and of noncompliance.
true, co	y certify that I have read the foregoing creet and complete. Any statement of e stated below.	g statement and, to the best of my knowledge and belief, it is r representation made herein shall be accurate and true as of
use usin	stated oolew.	De a
	10/25/14	Maddah
Dated	1231,4	Signature of Chief Executive Officer
TMGG		Signature of Child Divocative Children
		6
		Andre Haddad Name of Chief Executive Officer
		Mame of Culot Excelling Officer
Quare	to before me this	
	A MARIN .	Joan Algios
2310	day of (htoher, 2014	Notary Public, State of New York 01AL6004912
0		Qualified in County of Nassau Countries 03/30/ / F?

Notary Public

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1.	Name of Firm: Alemico Development Corporation							
	Address:	One Aerial Way						
	City and State:			Zip Code 11791				
2.		dentification Number: _						
3.	Type of Busines	Public Cor		sipSole Proprietorship				
4.	all corporate off necessary)	icers, all parties of Joint	ventures, and all member	ving on the Board of Directors or comp s and officers of Limited Liability Corr	parable body, all partners and limited partners panies (attach additional sheet (s) if			
	'Andre	Haddad	Preside	ent & CEO				
	Steve	n Hanuszek	Exec. \	/.P. & Secretary				
	c	10 C - 1/2 11 E E 11						
5:	shareholders/par sheet (s) if neces	owned by Lock	Publicly held Corporation Wood, Kessler &	k Bartlett, Inc.	an individual, list the individual completing this section) (attach additional			
6,	List all affiliated	d and related companies a	and their relationship to t	1	if none enter "None" 1 (* include a connect			
	None)						
7.	or executing cor own knowledge	itracts. The undersigned, true.	signed by a principal of the affirms and so swears the	ne Consultant, Contractor or Vendor au at he/she has read and understood the fo	chorized as signator of the firm for the purpos pregoing statements and they are, to his/her			
Da	ated:	123/14	Signed:	Sofower Ha	nuight			
			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	yosset, New York		Zip Code 11791			
2.	Firm's Vendor Identification Number: 16-0847122							
3,	Type of Busines	ss: Public Corp. Ltd Liability Compan						
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 partles of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)							
		Haddad	Presider	nt & CEO P. & Secretary				
	Steve	n Hanuszek	Exec. V.I	P. & Secretary				
5.	shareholders/pa sheet (s) if nece 100%	6 owned by Lockwood	, Kessler &	include a copy of 10K form in li	cu of completing this section) (attach additional		
6.	List all affiliate disclosure for	ed and related companies and their n for each affiliated or subsidiary c	relationship to th ompany)	te firm entered on line 1 (one) at (attach additional sheet (s) if	ove [if none, enter "None" necessary).] (* include a separat		
	Non	10						
- - - 7	VERTEICATI	ON: This section must be signed by	y a principal of th	ne Consultant Contractor or Ver	dor authorized as signator of	the firm for the nurnor		
,	of executing c own knowledg	ontracts. The undersigned affirms	and so swears the	at he/she has read and understoo	d the foregoing statements ar	id they are, to his/her		
ſ	Dated: 12/	123/14	Signed:	Janes of	Jienewsjek	The state of the s		
			Print Name:	Steven Hanuszek	-	The state of the s		
			Title:	Exec. Vice Preside	nt			

Į.	_	TAD Mapping in			
	City and State: _	Syosset, New Y	ork	Zip C	ode 11791
2.	Firm's Vendor I	dentification Number:5	4-0841793		
3.	Type of Business		`		
				p Sole Proprietorship	
		Ltd Liability (Company C	losely Held Corp.	Other (specify)
4.	List names and a all corporate offi necessary)	address of all principals; that icers, all parties of Joint ver	at is, all individuals serv ntures, and all members	ing on the Board of Directors or compa and officers of Limited Liability Comp	rable body, all partners and limited partners, anies (attach additional sheet (s) if
		e Haddad		ent & CEO	
	Steve	en Hanuszek	Exec. \	/.P. & Secretary	
			· · · · · · · · · · · · · · · · · · ·	- Who was a superior of the su	,
				·	
		DHRAF Sumb		MAISTANI	
5.	shareholders/par sheet (s) if neces	tners/members. (* If a Pu	blicly held Corporation	Doublast trans	ompleting this section) (attach additional
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				THE CONTRACTOR OF THE CONTRACT	
				NAME OF TAXABLE OF TAX	
_	4				
					- PR-VIII-\$1 (may - may
6.		d and related companies and for each affiliated or subsid		ne firm entered on line 1 (one) above [if (attach additional sheet (s) if necessar	none, enter "None"] (* include a separatery).
	None)			
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7.	VERIFICATIO of executing cor own knowledge	ntracts. The undersigned a	gued by a principal of th ffirms and so swears tha	e Consultant, Contractor or Vendor auth at he/she has read and understood the fo	norized as signator of the firm for the purpose regoing statements and they are, to his/her
D	ated:	10/23/14	Signed:	January MARAZE	egah
				Steven Hanuszek	- John Committee of the
					Approximate and some state of the state of t
		•	Title:	Exec. Vice President	

<u>Lockwood, Kessler & Bartlett, Inc.</u> <u>List of Corporate Officers and Directors</u>

Andre Haddad *

President & Chief Executive Officer

Steven Hanuszek *

Vice President - Construction

Marian Wypyski *

* Denotes Director

1.	Name of Firm:	Lockwood, Kessler & Bartle	ett, Inc.	
	Address:	One Aerial Way		
	City and State:	Syosset, New York	Zi	Code 11791
2.	Firm's Vendor I	dentification Number: 11-1015370		William and the state of the st
3.	Type of Busines	s: Public Corp. Part	tnershipSole Proprietorship	Joint Venture
	•	Ltd Liability Company X	Closely Held Corp.	Other (specify)
4.	all corporate off necessary) See /	icers, all parties of Joint ventures, and all me	unbers and officers of Limited Liability Co	· · · · · · · · · · · · · · · · · · ·
5.	shareholders/pa sheet (s) if nece 100%	nd address of all shareholders, members, or printers/members. (* If a Publicly held Corpo	oration include a copy of 10K form in lieu of prises of New York, Inc. whl	ot an individual, list the individual f completing this section) (attach additional
6.	List all affiliate			[if none, enter "None"] (* include a separate
wa-nu	White contract of the contract	sidiaries:	(anach reductional sheet (s) if neces	ssary).
	- Jub:	Alemco Development	Cornoration	
PAGE		LKB Environmental Se		
		LKB Mapping, Inc.		
7.	VERIFICATION of executing continuous contractions of the contraction o	ntracts. The undersigned affirms and so swe	al of the Consultant, Contractor or Vendor a ears that he/she has read and understood the	authorized as signator of the firm for the purpose foregoing statements and they are, to his/her
D	ated:	23/14 Signed:	Januar Han	uszek
		Print N	_{ame:} Steven Hanuszek	
		Title:	Exec. Vice President	

LKB Group, LLC

Andre Haddad

Chairman of Managers

Raymond Wegener

Member

Marlan Wypyski

Manager

Steven Hanuszek

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.

(C1+1+ C111+2-)	turreuren.
CONTRACTOR NAME: Lockwood, Kess	ler and Bartlett, Inc.
CONTRACTOR ADDRESS: One Aerial V	Vay, Syosset, NY 11791
FEDERAL TAX ID #: <u>111-015370</u>	
<u>Instructions:</u> Please check the appropria roman numerals, and provide all the requ	
I. □ The contract was awarded to the lower for sealed bids. The contract was awarded in[date]. The sealed bids were publicly opened on	after a request for sealed bids was published
[date]. The sealed bids were publicly opened on sealed bids were received and opened.	[date][#] of
[date]. Potential proposers were made aware of the	est for proposals was issued onavailability of the RFP by
copies of the RFP. Proposals were due on received and evaluated. The of:	ing, etc.][#] of potential proposers requested[date][#] proposals were evaluation committee consisted
	Dist manhand The second of the

III. I This The contrac amendment.	is a renewal, extension or amendment of an existing contract. etor was selected through an open competitive RFP process. This is the first
proposals	rsuant to Executive Order No. 1 of 1993, as amended, at least three were solicited and received. The attached memorandum from the it head describes the proposals received, along with the cost of each
□ A. T	he contract has been awarded to the proposer offering the lowest cost proposal; OR:
contr delin	the attached memorandum contains a detailed explanation as to the reason(s) why the act was awarded to other than the lowest-cost proposer. The attachment includes a specific eation of the unique skills and experience, the specific reasons why a proposal is deemed rior, and/or why the proposer has been judged to be able to perform more quickly than other osers.
memoran	rsuant to Executive Order No. 1 of 1993 as amended, the attached dum from the department head explains why the department did not least three proposals.
subn sole obta awai prop	There are only one or two providers of the services sought or less than three providers nitted proposals. The memorandum describes how the contractor was determined to be the source provider of the personal service needed or explains why only two proposals could be ined. If two proposals were obtained, the memorandum explains that the contract was raided to the lowest cost proposer, or why the selected proposer offered the higher quality to so the proposer's unique and special experience, skill, or expertise, or its availability to form in the most immediate and timely manner.
fede	The memorandum explains that the contractor's selection was dictated by the terms of a trail or New York State grant, by legislation or by a court order. (Copies of the relevant terms are attached).
toat	Pursuant to General Municipal Law Section 104, the department is purchasing the services aired through a New York State Office of General Services contract, and the attached memorandum explains how the purchase is ain the scope of the terms of that contract.
	Pursuant to General Municipal Law Section 119-0, the department is purchasing the service uired through an inter-municipal agreement.

VI. \square 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

<u>NOTE:</u> 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

CF (Capital)





Contract Details

SERVICE Construction Management/ Inspection Term: from Execution to 24 Months NIFS Entry Date:___ NIFS ID #: __ No X 1) Mandated Program: Yes 🔲 New X Renewal 2) Comptroller Approval Form Attached: Yes X No 🗍 Amendment No 🔲 Time Extension CSEA Agmt. § 32 Compliance Attached: Yes X 4) Vendor Ownership & Mgmt. Disclosure Attached: Yes X No 🗌 Addl. Funds Blanket Resolution Yes Xi 5) Insurance Required No [__] RES# **Agency Information** Vendor County Department Department Contact Vendor ID# 111-015370 Name Richard Indevaio, Jr., Superintendent of highway & Lockwood, Kessler and Bartlett, Inc. Drainage Construction, NCDPW Address Address Contact Person 1194 prospect Ave, Westbury, NY 11590 One Aerial Way Steven Hanuszek Syosset, NY, 11791 Phone Phone 516 938 0600 ext. 205 \$16 571 6824 **Routing Slip** DATE DATE Rec'd. Leg. Approval Appy'd& SIGNATURE Internal Verification DEPARTMENT Required NIFS Entry (Dept) Department NIFS Appvl (Dept. Head) CF Capital Fund Approval DPW (Capital Only) Yes No Not required if OMB NIFS Approval Blanket Res CA RE & Insurance County Attorney Verification Yes No 🗆 CA Approval as to form County Attorney Fw'd Original Contract to Legislative Affairs CARules 🔲/ Leg. 🔲 County Attorney NIFS Approval SB 4 14 14 NIFS Approval Comptroller

County Executive

Notarization

Filed with Clerk of the Leg.



Department: Public Works

Contract Summary

Description:	: Provide Profess	ional Construction Management	Scrylces for Highway	Bridge constru	ction.	
Purpose: Ap Inspection S Construction	pproval of a Pers Services for all co n Inspectors, Sch	onal Services Agreement with Lo nstruction activities in the Highw	ckwood, Kessler and I ay/ Bridge unit, These urvey Parties, and Ry	Bartlett, Inc. to e services may in	provide "On Call" Professional Construc- celude providing Resident Engineers, Fic	11000 -
	rocurement; ion- based rating	and ranking system of technical	and cost proposal in a	ecordance with	standard DPW procedures.	
Procuremen	t History: The C	ontract was entered into after a v	vritten request for pro	posal was issue	d on July 29, 2013. Potential proposers w	vere made aware of
proposals we Chief Deput Superintend requested th Managemen Description	ore received and ty Commissioner, lent of Highway a lat the twelve big d/Inspection tast of General Provi	y puncation in Newsday and the evaluated. A selection Committee, Rakhal Maitra, P. E., Deputy C and Drainage Construction, The diest ranking firms to submit a Bi ks as it provided to the best value	Nassau County eProce was formed to evaluate ommissioner, Brian J. committee met on Sepiest And Final Offer (B. to the County. For an	arement web slinte each proposa Schneider, Ass tember 3, 2013 i AFO). From the ore information	te. Proposals were due on Angust 23, 201 al. Members of the Committee include Ri istant to Deputy Commissioner and Rich to discuss and score proposals. The Come e BAFO, selected twelve firms to perforn , please refer to the attached RTI part I	13. Eighteen (18) ichard P Millet, uard ladevaio, Jr, mittee subsequently
Funding for	unding / Price A services to be pr to extend the agr	ovided under this agreement will	come from various Cand has a maximum j	apital Projects. payment limitat	This agreement will expire 24 months all ion of Six Hundred Fifty Thousand (650,	ter its execution with ,000.00) dollars.
Change in C N/A	ontract from Pri	or Procurement:				
Recommend	ation: (approve:	as submitted)			416.4	
\dvise	ment In	formation				
BUDGET	CODES	FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue Contract	XXXXXXX	1	PWCADCAD-61597 00003	40.01

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00003
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
I	PWCAPCAP-61587-00003	\$0.01
2	1.	\$
3	1-4 (3/4/1)	\$
4	C. vindo	\$
5		\$
6		\$
	TOTAL	\$0.01

RENEW	AL
% Increase	, , , , , , , , , , , , , , , , , , ,
% Decrease	

Document Prepared By:	D-4	
-4	Date:	

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	l certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name A
Name	Ste J Lebrick	Date //////
Date	Date 4/16/14	(For Office Use Only)

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

Nassan County Legislature

By Voice Vote on 3-24-14
VOTING:
syst 7 nayes 0 abstained 0 recused 6
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

ĺ

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, Kessier & Bartlett, Inc,
CONTRACTOR ADDRESS: One Aerial Way, Syosset, N Y 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 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
[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

	r	equire	d th	rou	igh an int	er-municipa	al agreemen	t.	·	•		•			
VI.		This	is	a	human	services	contract	with	a no	t-for-j	profit	agency	for	which	a
com	pef	titive	pr	oc	ess has i	not been	initiated.	Attach	ed is a	. memo	randum	that expl	ains :	the reaso	ns
for e	nter	ring in	ito 1	his	contract	without co	nducting a c	compet	itive pr	ocess.	and det	ails when	the	departme	ent

D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

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.

<u>In addition</u>, 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

Data

<u>NOTE:</u> 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 Cor	inty Executive fo	or Operations must b	e obtained prior to <u>A?</u>	NY RFQ/RFP/RFBC
□R	FQ ,	RFP	☐ RFBC	In-House	Work Order
Project No. :	H670008D			Project Title:	On Call Construction Management Services, Highway/Bridge
Department: Public	Works		Da	te: July 18, 2013	
Service Requested: inspectors, schedulir related engineering s requested.	ig services, c	ost estimating	services, field sm	vav sarvices mra-l	ents with firm to provide resident engineers bid constructability reviews, and construction of up to six (6) "On-Call" Agreements may be
Justification: Conshighest quality. These current staff, on an as	se Ou-Call (v. betvice As	greements will Allo	w DPW's Environr	lelivered on time, within budget, and is of the mental Construction Group to supplement thei
Requested by: Richa Department/Agency/	ard Iadevaio, J Office, DPW,	r., Superintend Engineering -	lent of Highway an -Civil/Site Constru	d Drainage Constru ction Management	ection
Project Cost for this I	Phase: \$1,500,	000.00 per Ag	reement		
Total Project Cost: Includes, engineering	\$9,000,00 and construct	00.00 ion manageme	ent	Date RFP Due	e: August 23, 2013
Capital Funding App		YES	ио 🗆	The SIGNATURE	Mill
Funding Allocation (I See Attached Sheet if	Project/subobj multiyear	ect):		by son	wate RTLS
Department Head App	eroval:	YES OF	NO T	SIGNA	TURE
DCE/Ops Approval:		YES 🗌	NO 🗍	X IGNA	TURE
PART II: To be sub Responding vendors	mitted to Chi	ef Deputy Co	unty Executive af	ter Qualifications/	Proposals/Contracts are received from
See Attached Sheet Vendor 1.		Quote		Comment	
2					
3.					···········
d 7.					
5					:
OCE/Ops Approval:		es no			

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. Millet, 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.

		Best and Final	
Construction	Technical	Offer	Cost
Management Firm	Ranking	(BAFO)	Ranking
HAKS	1	\$ 937,470.00	11
LKB	1	5 922,750.00	13
LiRo	3	\$ 843,581.25	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	S 894,575.00	6
LKMA	9	\$ 836,187,50	4
deBruin [10	\$ 934,250.00	19
Cameron !	10	S 928,764.50	12
<u>RBA</u>	<u>12</u>	<u>S 910.200.50</u>	2
D&B	13	S 985,747.00	15
Gedeon	I4	S 1,111,118.11	17
Haider	15	S 949,115.00	14
Field Assoc.	16	S 662,360.00	1
O'Connor Petito	17	Non-Responsive	0
Vertex	18	\$ 801,250.00	2

Office of the County Executive

Att: 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 39, 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.

Remard P. Millet

Chief Deputy Commissioner

SSG:RM:pl

: Shila Shah-Gavnoudias, Commissioner

Jane Houdek, Attorney for Department of Public Works

Raknal Maitra, Deputy Commissioner

Kenneth G. Arnold, Assistent to Commissioner

Brian J. Schneider, Assistant to Deputy Commissioner

Richard Iadevalo Jr., Superintendent of Highways and Drainage Construction

Loretta Dionisio, Hydrogeologist II

Saji Varughese, Construction Inspector II

APPROVED:

DISAPPROVED:

Richard R. Walker

Date

Richard R. Walker

Date

Chief Deputy County Executive

Chief Deputy County Executive

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Civil Service Employees Association, Nassau Local 830

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 1-9557.

Kenneth G. Arnold

Assistant to Commissioner

half del

KGA:WSN:RM:lv

Allison Hertling, Deputy Director, Office of Labor Relations

Robert Cancellieri, Deputy Director, Office of Lebor Relations

Rakhal Maitra, Deputy Commissioner

William S. Nimmo, Deoury Commissioner

Patricia Kivo, Unit Head, Human Resources Unit

Richard Iadevaio Jr., Superintendent of Highway & Drainage Construction

Jonathan Lesman, Management Analyst II



1.	Name of Firm:	LKB Environmental Se	ervices, l	Inc.				
	Address:	One Aerial Way	~					
	City and State:	Syosset, New York						
2.	Firm's Vendor J	Identification Number: 16-0847	7122		3 1 th			
3.	Type of Busines	es: Public Corp.	Partnersh	hip	Sole Proprietor:	ship	Joint Venture	
		Ltd Liability Company	X	Closely H	eld Corp.		_Other (specify)	
4.	List names and a all corporate off necessary)	address of all principals; that is, all in icers, all parties of Joint ventures, an	ndividuals ser d all member	rving on the	ne Board of Directors (cers of Limited Liabil	or comparable ity Companie	e body, all partners s (attach additional	and limited partners, sheet (s) if
	Andre	Haddad	Preside					
	Steve	n Hanuszek	Exec. V	/.P. & S	Secretary			
		,						
					All the second s			
						.		
_	- Secret	, and the state of						
5.	List all names au shareholders/par	nd address of all shareholders, memb rtners/members. (* If a Publicly hele	ers, or partne d Comoration	ers of the i	firm. If the shareholde	r is not an inc	dividual, list the inc leting this section \	dividual
	sheet (s) if neces	ssary).	a surportion	., .,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	copy of long long in	ned or comp	icing this section)	(attacti additional
_	100%	owned by Lockwood, h	Kessler &	& Bartl	ett, Inc.			
								·-
					,			

					(A VIII)			
6.	List all affiliated disclosure form	d and related companies and their related for each affiliated or subsidiary com	pany)	(attach	additional sheet (s) if	necessary).	ne, enter "None" }	(* include a separate
_	None	3				,		
_								
	<u> </u>							
_		•						
7.	VERIFICATIO of executing cor own knowledge	N: This section must be signed by a partracts. The undersigned affirms and struc.	principal of the source of the	he Consul iat he/she	tant, Contractor or Ve has read and understoo	ndor authoriz od the foregoi	ed as signator of thing statements and	e firm for the purpose they are, to his/her
D	ated:	8/2014 s	igned;	·	Miller		-	
	·	P	ے rint Name:	Anc	re Haddad	~, _ = _= A		<u></u>
		Т	itle:	Pre	sident & CEO			·

I.	Name of Firm:_	Alemco Development (Corporat	ion		
	Address:	One Aerial Way	to the total and the same of t			
	City and State: _	Sycsset, New York			Zip Code 11791	
2.	Firm's Vendor I	dentification Number: 13-2571	477			
3.	Type of Busines		Partnersh	ip Sole Prop	prietorshípJoint Venture	
		Ltd Liability Company	X c	Closely Held Corp.	Other (specify)	
4.	List names and a all corporate off necessary)	address of all principals; that is, all inficers, all parties of Joint ventures, and	dividuals serv l all members	ring on the Board of Dire and officers of Limited	ectors or comparable body, all partners and limited p Liability Companies (attach additional sheet (s) if	oartners,
		e Haddad		ent & CEO		
	Steve	n Hanuszek	Exec. V	.P. & Secretary		
- 4.						
	1. M. 4. //					
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7.		ontracts. The undersigned affirms and			or or Vendor authorized as signator of the firm for the inderstood the foregoing statements and they are, to	
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		1	Print Name	Andre Hadda	ad	_
		,	Vn*. 1	Prosident & (CEO	

l.	Name of Firm:	Lockwood, Kessier & Bartlett,	inc.
	Address:	One Aerial Way	and the second s
	City and State:		Zip Code 11791
2.		Identification Number: 11-1015370	
3.	Type of Busines	381	nip Sole Proprietorship Joint Venture
			Closely Held Corp. Other (specify)
		Etd Liability Company	Other (specify)
4.	List names and all corporate off necessary)	address of all principals; that is, all individuals ser Ticers, all parties of Joint ventures, and all member	ving on the Board of Directors or comparable body, all partners and limited partners, is and officers of Limited Liability Companies (attach additional sheet (s) if
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5.	shareholders/pa sheet (s) if nece	rtners/members. (* If a Publicly held Corporationssary).	ers of the firm. If the shareholder is not an individual, list the individual n include a copy of 10K form in lieu of completing this section) (attach additional
	100%	owned by LKB Group, LLC a N	es of New York, Inc. which in turn is Y Limited Liability Company.
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6.	List all affiliate disclosure form	ed and related companies and their relationship to a for each affiliated or subsidiary company)	the firm entered on line I (one) above [if none, enter "None"] (* include a separate (attach additional sheet (s) if necessary).
_	Sub	sidiaries:	
	· · · -	Alemco Development Co	
_		LKB Environmental Servi LKB Mapping, Inc.	ices, inc.
_		ско марріну, піс.	
7.		ontracts. The undersigned affirms and so swears t	the Consultant, Contractor or Vendor authorized as signator of the firm for the purpos hat he/she has read and understood the foregoing statements and they are, to his/her
	_	·	at the state of th
D	ated:/_	/27 /2014 Signed:	Attitude !
		Print Name	Andre Haddad
		Title:	President & CEO

1.	Name of Firm: LKB Mapping I	nc.	M + 1-1-1-1		
	Address: One Aerial Way	у			
	City and State: Syosset, New	York		Lip Code 11791	
2.	Firm's Vendor Identification Number;	54-0841793		——————————————————————————————————————	
3.	Type of Business:		ip Sole Proprietorship	Joint Venture	
	Ltd Liabilit	y Company X	Closely Held Corp.	Other (specify)	
4.	List names and address of all principals; all corporate officers, all parties of Joint necessary)	that is, all individuals serv ventures, and all members	ving on the Board of Directors or co and officers of Limited Liability C	omparable body, all partners and limited propagation of the companies (attach additional sheet (s) if	artners.
	Andre Haddad		ent & CEO	- <u>V</u>	
	Steven Hanuszek	Exec. \	V.P. & Secretary		
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7.				or authorized as signator of the firm for the he foregoing statements and they are, to hi	
יו	Dated: 1/28/2014	Signed:	Morellas.		!
L	, , , , , , , , , , , , , , , , , , , ,	v —	Andre Haddad		:
			President & CEO		-
		Title:	LIGOLUGIIL OX OLO	· · · · · · · · · · · · · · · · · · ·	

Lockwood, Kessler & Bartlett, Inc. List of Corporate Officers and Directors

Andre Haddad *

President & Chief Executive Officer

Vice President - Construction

Sylvester Celebrini

Marian Wypyski *

Vice President-Survey & Mapping

* Denotes Director

LKB Group, LLC

Andre Haddad

Chairman of Managers

Raymond Wegener

Member

Marian Wypyski

Manager

Steven Hanuszek

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. <u>Term.</u> 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" Page 1 of 21

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.

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.

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. <u>Independent Contractor.</u> 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 "<u>Firm Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) 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 "<u>Person</u>" 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. <u>No Arrears or Default.</u> 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) <u>Generally.</u> 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) <u>Nassau County Living Wage Law.</u> 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) <u>Protection of Client Information</u>. 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. <u>Minimum Service Standards</u>. 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 (<u>iv</u>) 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) <u>Acceptability: Deductibles: Subconsultants.</u> 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) <u>Delivery</u>; <u>Coverage Change</u>; <u>No Inconsistent Action</u>. 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) <u>Generally</u>. This Agreement may be terminated (!) 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 (j) 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) <u>Firm Assistance upon Termination</u>. 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. <u>Limitations on Actions and Special Proceedings against the County.</u> 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 (j) 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) <u>Time Limitation</u>. 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. <u>Work Performance Liability</u>. 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 walve 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. <u>Section and Other Headings</u>. 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. <u>Entire Agreement.</u> 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. <u>Administrative Service Charge</u>. 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. <u>Joint Venture</u>.

- (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. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. 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) <u>Availability of Funds</u>. 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: Thum Hanus ok
Name: STEVEN HANNSZEK

Title: EXEC U P.

Date: 1/27/14

NASSAU COUNTY

Name: 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 27^{th} day of $\underline{January}$ in the year $20/4$ before me personally came \underline{Skvin} Hanuszelle to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of $\underline{Su-Folk}$; that he or she is the $\underline{Exec. Vice President}$ of $\underline{Lockaved, Kesskr & Bartlett, Inx.}$, 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. 01FR6200961 Qualified in Sulfolk County Commission Expires Dec. 29, 20 LT
STATE OF NEW YORK)
)ss.; COUNTY OF NASSAU)
on the 5 day of MCY in the year 20 before me personally came Killian decided to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Massau, 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 PETRIUCUI Rotary Public, State of New York No. 01PERESSA28 Qualified in Massau County Commission Expires April 02. 20

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:

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.

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>	Hourly Base Rate
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 womenowned 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 MWBEs 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 MWBEs.
- (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 MWBE compliant or considered breach of the County Contract.
- (I) 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 mall 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 MWBE participation.

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 MWBEs 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 MWBE 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.
- 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 MWBE Subconsultants were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the MWBEs, other than reasonable documentation costs incurred by the County Firm that are passed onto the MWBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for MWBEs 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 MWBEs, and that MWBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of MWBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any MWBE deemed unqualified by the County Firm shall be included in the Best Effort Documentation.
- g. If an MWBE is rejected based on cost, the County Firm must submit a list of all subbidders 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 (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 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 intergovernmental 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)
		(Address)
	516-938-0600	(Telephone Number)
2.	The Proposer/Bidder agrees to comply with the requirem Wage Law, and with all applicable federal, state and local	ents of the Nassau County Living Il laws.
3.	In the past five years, Proposer/Bidder hasX government agency to have violated federal, state, or loc wages or benefits, labor relations, or occupational safety assessed by the Proposer/Bidder, describe below:	cal laws regulating payment of
		-11
		4600
	A STATE OF THE STA	A. A. A. A. A. A. A. A. A. A. A. A. A. A
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4	. In the past five years, an administrative proceeding, invinitiated judicial action has _X has not been or Proposer/Bidder. If such a proceeding, action, or invest describe below:	commenced against or relating to the

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	book A. A. A. A. A. A. A. A. A. A. A. A. A.	, , , , , , , , , , , , , , , , , , , ,	
_			
5.	Proposer/Bidder agrees to permit a authorized County representatives to Wage Law and investigating employ	ccess to work sites and relevant payroll record for the purpose of monitoring compliance with yee complaints of noncompliance.	ls by the Living
belief,	by certify that I have read the foregoing it is true, correct and complete. Any ite and true as of the date stated bek	ng statement and, to the best of my knowledge statement or representation made herein sha ow.	e and II be
	2/6/14	Madhal	
Dated		Signature of Chief Executive Officer	
	ANI	DRE HADDAD	
	· · · · · · · · · · · · · · · · · · ·	Name of Chief Executive Officer	
Sworn	to before me this		
1 17	_day of _ <i>_februiles/,</i> 2014.	Joan Algios Notary Public, State of New York	
	en Algen	OlAL6004912 Qualified in County of Nassau Commission Expires 03/30/ / 44	
Notary	/ Public "		

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

