

CF (Capital)**CF****Contract Details**NIFS ID #: CLPW12000013 NIFS Entry Date: 1/21/15 SERVICE: Design Agreement Term: from Execution to 7/25/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>
RES#			

Agency Information

Vendor		County Department	
Name Municipal Testing Laboratory, Inc.	Vendor ID# 11-1984867	Department Contact Donna Boyle	
Address 375 Rabro Drive, Hauppauge, NY, 11788	Contact Person John Hicks	Address 1194 Prospect Avenue, Westbury, NY 11590	
	Phone (631)-761-5555	Phone 571-6817	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	2/16/16	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	2/16/16	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	2/23/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if Blanket Res.
2/25/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	2/25/16	<i>[Signature]</i>	
2/25/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	2/25/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
3/10/16	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	3/10/16	<i>[Signature]</i>	

RECEIVED
CLERK OF THE LEGISLATURE
NASSAU COUNTY
APR 18 2016

Contract Summary

Description:	Amendment 2 to On-Call Staffing Agreement for DPW laboratory staffing support
Purpose:	Extend existing agreement for professional engineering services firm to provide on-call Asphalt and Concrete Plant Inspections as well as Material tests to ensure all construction contract specifications are adhered to.
Method of Procurement:	Standard Nassau County procedures for retaining professional engineering services.
Procurement History:	A RFP for a new agreement was issued since the term limit of this agreement was approaching. 3 firms submitted responses to the RFP, these response were evaluated and that agreement is processing, however the department is required to support the construction projects. The department is requesting an additional 6 month extension of the current agreement so the work may be performed while the revised RFP agreement is processed.
Description of General Provisions:	Standard Nassau County Agreement format utilized, for original agreement. Amendment #2 extends original agreement terms for an additional 6 months
Impact on Funding / Price Analysis:	Construction Project funding is included in the Capital Plan under the appropriate Capital project number. Selected firm was determined to be the best value for the County.
Change in Contract from Prior Procurement:	Not Applicable
Recommendation: (approve as submitted)	Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00002
Transaction:	CL

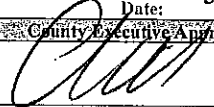
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital	\$ 0.01
Other	\$
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/61587/00002	\$ 0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Donna Boyle

Date: 3-July-15

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name 	
Name		Name		Date	
Date		Date		3/15/16 (For Office Use Only)	
				E #:	

RULES RESOLUTION NO. – 2016

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 MUNICIPAL TESTING LABORATORY, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Municipal Testing Laboratory, Inc. for inspection and materials testing 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 Municipal Testing Laboratory, Inc.

AMENDMENT NO. 2

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, 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 (the "Department"), and (ii) Municipal Testing Laboratory, Inc., 375 Rabro Drive, Hauppauge, NY, 11788 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H67100-07C between the County and the Firm, executed on behalf of the County on July 25, 2012, as amended by amendment one (1), executed on behalf of the County on (the "Original Agreement"), the scope of Services of the original Agreement included, such services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Appendix A Detailed Scope of Services");

WHEREAS, the term of the Original Agreement as extended by the amendments was January 25, 2016 ("Agreement Term");

WHEREAS, the County desires to amend the Agreement Term; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Amended Term. The Agreement Term is amended and will terminate on July 25, 2016 ("Amended Term").
2. Payment. The Firm shall be paid for services rendered pursuant to the Original Agreement, as amended by this Amendment, in calendar year 2016 at the same rates described in Appendix B of the Original Agreement for calendar year 2014.
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Municipal Testing Laboratory, Inc.,

By: 

Name: John Zucchi

Title: VP Operations

Date: 1-6-11

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

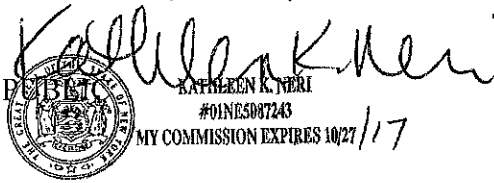
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

~~SUPP~~ ^{SUPP} ~~OLK~~)ss.:
COUNTY OF ~~NASSAU~~)

On the 6 day of January in the year 2016 before me personally came John Zucchi to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the VP Operations of Municipal Testing Lab., 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



STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2016 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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Shila Shah-Gavnoudias, Commissioner

FROM: Rakhal Maitra, Deputy Commissioner

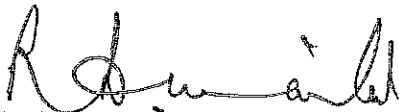
DATE: January 13, 2016

SUBJECT: On-Call Staffing Support for DPW Lab
Various Capital Projects
Agreement H67100-07C

These services are required to provide certified laboratory staff for specialized testing to ensure contractor supplied materials conform to contract specifications. The County must perform the required testing to be eligible to receive the reimbursement of funding for those projects that are eligible.

We are requesting authorization to extend for six (6) months the Department's Agreement Number H67100-07C with Materials Testing Laboratory, Inc. to supply the engineering services required for completion of the above referenced projects work.

If you approve of this extension, please sign below and we will proceed accordingly.



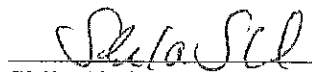
Rakhal Maitra
Deputy Commissioner

RM:pl

c: Rakhal Maitra, Deputy Commissioner
Donna Boyle, Civil Engineer III

APPROVED:

DISAPPROVED:

 1/14/16

Shila Shah-Gavnoudias Date
Commissioner

Shila Shah-Gavnoudias Date
Commissioner



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: Materials Testing Laboratory, Inc.

CONTRACTOR ADDRESS: 375 Rabro Drive, Hauppauge, NY

FEDERAL TAX ID #: 11-1984867

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by [newspaper advertisement, posting on website, mailing, etc.] _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation _____ committee _____ consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking(attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on July 25, 2012. 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 selection of firm based on response of firm to standard RFP process, [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

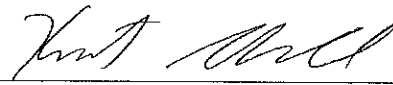
VII. ☒ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

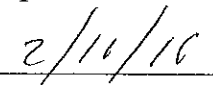
VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at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

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

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

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



Department Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 09/15



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NONE

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

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

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

Vendor: MUNICIPAL TESTING LABORATORY, INC.

Dated: 3-30-16

Signed: [Signature]

Print Name: STEVEN JAYCOX

Title: PRESIDENT

COUNTY OF NASSAU

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

1. Name of the Entity: MUNICIPAL TESTING LAB., INC.
Address: 375 RABRO DRIVE,
City, State and Zip Code: HAUPPAUGE, NY 11788
2. Entity's Vendor Identification Number: 11-1984867
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp CORPORATION 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):

STEVEN JAYCOX

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.

STEVEN JAYCOX

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

NONE

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

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

NONE

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

NONE

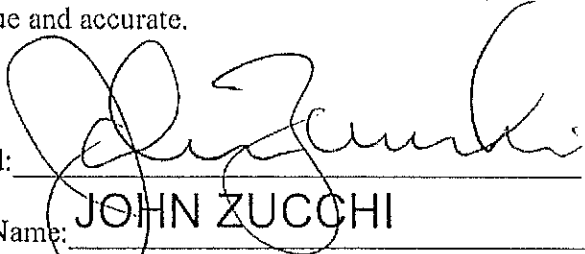
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

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

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

Dated: 01/11/2016

Signed: 

Print Name: JOHN ZUCCHI

Title: OPERATIONS VICE PRESIDENT

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

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

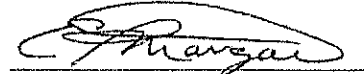
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015



EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

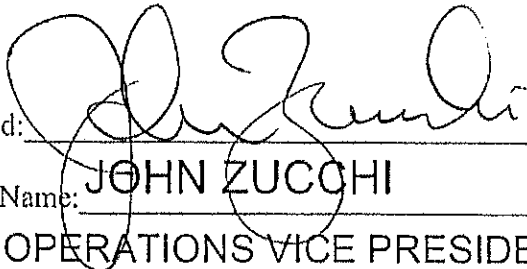
NONE

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

NONE

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: 01/11/2016

Signed: 
Print Name: JOHN ZUCCHI
Title: OPERATIONS VICE PRESIDENT

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

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 or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

JOHN ZUCCHI

01/11/2016

Name and Title of Authorized Representative

m/d/yy


Signature

01/11/2016

Date

MUNICIPAL TESTING LAB., INC.

Name of Organization

375 RABRO DRIVE, HAUPPAUGE, NY 11788

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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: 01/11/2016

1) Bidder's/Proposer's Legal Name: MUNICIPAL TESTING LAB., INC.

2) Address of Place of Business: 375 RABRO DRIVE, HAUPPAUGE, NY 11788

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : (631)761-5555

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 11-1984867

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). _____

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

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

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

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

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

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

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

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

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

occurrence. _____

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

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

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

17) Conflict of Interest:

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

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

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

b) Please describe 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. Should a potential conflict of interest arise, we will contact the County and be guided accordingly.

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 SLATTERY SKANSKA

Contact Person TOM TYLER

Address 75 MAIDEN LANE,

City/State NEW YORK, NY

Telephone (212)298-5748

Fax # _____

E-Mail Address thomas.tyler@skanska.com

Company JUDLAU CONTRACTING, INC.

Contact Person TODD MACE

Address 26-15 ULMER ST.,

City/State COLLEGE POINT, NY

Telephone (718)554-2320

Fax # (718)321-8026

E-Mail Address tmace@judlau.com

Company NYC CUNY

Contact Person VINCENT DEMAIO

Address 555 WEST 57TH ST.,

City/State NEW YORK, NY

Telephone (212)541-1017

Fax # (212)541-0496

E-Mail Address vincent.demaio@cuny.edu

CERTIFICATION

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

I, JOHN ZUCCHI, 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 11 day of January 2016

Kathleen K. Neri
Notary Public



KATHLEEN K. NERI
#01NE5087243
MY COMMISSION EXPIRES 10/27/17

Name of submitting business: MUNICIPAL TESTING LAB., INC.

By: JOHN ZUCCHI
Print name
[Signature]
Signature
OVP
Title

01 / 11 / 2016
Date

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.

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

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

Date: 02-09-16

1) Bidder's/Proposer's Legal Name: MUNICIPAL TESTING LABORATORY, INC.

2) Address of Place of Business: 375 RABRO DRIVE, HAUPPAUGE, NY 11788

List all other business addresses used within last five years:

3) Mailing Address (if different): P.O. Box 14124, HAUPPAUGE, NY 11788

Phone: 631 761-5555

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 012730800

5) Federal I.D. Number: 11-1984867

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: See attached sheet

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: See attached sheet

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). _____

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

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

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

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

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

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

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

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

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

occurrence. _____

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

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

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

17) Conflict of Interest:

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

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

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

- b) Please describe 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. Should a potential conflict of interest arise, we will contact the County and be guided accordingly.

- 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. *See attached sheet*

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

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

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 SLATTERY SKANSKA

Contact Person TOM TYLER

Address 75 MAIDEN LANE

City/State NEW YORK, NY

Telephone 212 298 5748

Fax # _____

E-Mail Address thomas.tyler@skanska.com

BHF

ANSWERS TO QUESTIONS

7) SHARED SPACE (see 9) below).

9) AFFILIATES

AFFILIATE RELATIONSHIPS/SHARED FACILITY

of Municipal Testing Laboratory, Inc. EIN:111984867

Affiliate Name	Affiliate EIN	Affiliate Primary Business Activity	Relationship of Affiliate
Municipal Testing Corp.	113232354	Consulting & Training	100% Owned by Steven Jaycox
Municipal Testing Laboratory of Florida, Inc.	650863976	Engineering & Testing	100% Owned by Steven Jaycox
ZNK Futures, LLC	113628994	Consulting/Real Estate Holding	100% Owned by M.T.L., Inc.
Municipal Testing & Inspection Laboratories, Inc.	112359174	Code Inspection Agency	100% Owned by Steven Jaycox
M.T.L., Inc.	113167793	Consulting	100% Owned by Steven Jaycox

A.

i) Company formed on 10/31/1961 in New York,

ii) Corporate listing of Ownership;

NAME	ADDRESS	POSITION	PERCENTAGE
M.T.L., Inc.	375 Rabro Drive, 11788	Owner	100%
Steven Jaycox	375 Rabro Drive, 11788	President	0%, 100% of M.T.L., Inc.

iii) Corporate Officers;

NAME	ADDRESS	POSITION
Steven Jaycox	375 Rabro Drive, 11788	President/CEO/TREASURY/SEC

iv) State of Incorporation is New York,

v) Number of employees is 97 for 2015,

vi) Annual revenue for 2015 is \$ [REDACTED]

BHF

ANSWERS TO QUESTIONS

- vii) Accredited to ISO/EN17020-12, Licensed in NYC as Concrete Laboratory #19; Licensed as Special Inspection Agency for NYC #230, Accredited Nationally by The American Association of State Highway Transportation Officials-AMRL Division to R18, E329, C1077, C1093, D3666, D3740 Quality Management Systems.
 - viii) Licenses/Permits; None required.
 - B. Business operating for 55 years.
 - C. Additional Information about Company –See Proposal/RFP submittal.
-

BHF (02/2016)

Company JUDLAV CONTRACTING, INC.
Contact Person TODD MACE
Address 26-15 ULMER ST.
City/State College Point, NY
Telephone 718-554-2320
Fax # 718-321-8026
E-Mail Address tmace@judlav.com

Company NYC CUNY
Contact Person VINCENT DEMAIO
Address 555 WEST 57TH STREET
City/State NEW YORK, NY
Telephone 212-541-1017
Fax # 212-541-0496
E-Mail Address vincent.demaio@cuny.edu

E. 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 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, STEVEN JAYCOX, 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 day of February 2016

Kathleen K. Neri
Notary Public



KATHLEEN K. NERI
#01NE5087243

MY COMMISSION EXPIRES 10/27/17

Name of submitting business: MUNICIPAL TESTING LABORATORY, INC.

By: STEVEN JAYCOX Print

[Signature]
Signature

PRESIDENT
Title

02/09/2016 Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be 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.

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

1. Principal Name STEVEN JAYCOX
 Date of birth [REDACTED]
 Home address [REDACTED]
 City/state/zip [REDACTED]
 Business address 375 RABRO DRIVE
 City/state/zip HAUPPAUGE, NEW YORK 11788
 Telephone 631-761-5555
 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 12/31/99 Treasurer 04/01/92
 Chairman of Board 12/31/99 Shareholder 12/31/99
 Chief Exec. Officer 12/31/99 Secretary 12/31/99
 Chief Financial Officer 01/01/92 Partner 1/1/
 Vice President 04/01/92 1/1/
 (Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
 NO YES ☒ If Yes, provide details. Own 100% of Parent 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? NO ☒ 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 YES ☒ If Yes, provide details.
see Attached
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.

PQF

ANSWERS TO QUESTIONS (ADDITION INFO)

5. Ownership of other businesses;

Affiliate Name	Affiliate EIN	Affiliate Primary Business Activity	Relationship of Affiliate
Municipal Testing Corp.	113232354	Consulting & Training	100% Owned by Steven Jaycox
Municipal Testing Laboratory of Florida, Inc.	650863976	Engineering & Testing	100% Owned by Steven Jaycox
ZNK Futures, LLC	113628994	Consulting/Real Estate Holding	100% Owned by M.T.L., Inc.
Municipal Testing & Inspection Laboratories, Inc.	112359174	Code Inspection Agency	100% Owned by Steven Jaycox
M.T.L., Inc.	113167793	Consulting	100% Owned by Steven Jaycox

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

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

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

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

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

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

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 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.

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

Sworn to before me this 9 day of February 2016

Kathleen K. Neri



KATHLEEN K. NERI
#01NES087243
MY COMMISSION EXPIRES 10/27/17

Notary Public

MUNICIPAL TESTING LABORATORY, INC.

Name of submitting business

STEVEN JAYCOX

Print name

[Signature]

Signature

PRESIDENT

Title

02, 09, 2016

Date

United States Department of the Interior
U.S. Fish and Wildlife Service
National Wildlife Refuge System
General Special Use
Application and Permit

OMB Control Number 1018-0102
Expiration Date: 06/30/2014

Name of Refuge Long Island NWR Complex
Address 340 Smith Road
Attn: (Refuge Official) Michelle Potter, Refuge Manager
Phone # 631-286-0485 E-mail michelle_potter@fws.gov

Application

(To be filled out by applicant. Note: Not all information is required for each use.
See instructions at the end of the notice.)

1) ☒ New ☐ Renewal ☐ Modification ☐ Other _____

Applicant Information

2) Full Name: Shila Shah-Gavnoudias, P.E., Commissioner 6) Phone #: _____
3) Organization: Nassau County Department of Public Works 7) Fax #: _____
4) Address: 1194 Prospect Avenue 8) E-mail: _____
5) City/State/Zip: Westbury, NY 11590-2723

9) Assistants/Subcontractors/Subpermittees: (List full names, addresses and phone #'s and specifically describe services provided if subcontractors are used.)

This permit is requested by the consulting firm of Lockwood, Kessler & Bartlett, Inc., 1 Aerial Way, Syosset, NY (phone 516-938-0600) representing Nassau County Dept. of Public Works for the planning/design of this seawall replacement project.

Activity Information

10) Activity type: ☐ Event ☐ Wood Cutting ☐ Group Visit ☐ Cabin/Subsistence Cabin ☐ Educational Activity
☒ Other Temporary Access for Seawall Improvements - Station 46+60 to Bayville Bridge (station 100+80)

11) Describe Activity: (Specifically identify timing, frequency, and how the event is expected to proceed.)

Permittee will install a turbidity curtain on a portion of Oyster Bay NWR to facilitate reconstruction of 4285'± of deteriorating seawall along West Shore Road. The permittee and all associated contractors shall follow project plans from a submission package to USACOE dated 6/30/2015 and titled "Improvements to W.Shore Rd Seawall, Mill Neck H6179AE (North Phase)".

The proposed steel sheeting and excavation is landward of MHW line and will be constructed in-kind with the original seawall using different materials. The project includes other work on the seawall that is more than 2' above MHW and outside of the jurisdiction of the Refuge.

12) Activity/site occupancy timeline: (Specifically identify beginning and ending dates, site occupation timeline, hours, clean-up and other major events.)

The North Phase work is the final phase of a three phase project. Construction of the first phase was completed in 2014, the second phase (i.e., "South Phase and South Phase/North Annex") was completed in 2015. The third and last phase (i.e., North Phase) is scheduled for the fall of 2016.

Temporary access to refuge lands adjacent to the seawall along W.Shore Rd is required for construction purposes only. Once the work zone is enclosed by a turbidity curtain, existing gabions and other seawall materials will be removed, resulting voids backfilled, and the beach grade reestablished.

(Depending on the activity for which you are requesting a permit, we may ask you for the following activity information.
Please contact the specific refuge where the activity is being conducted to determine what activity information is required.)

13) Expected number of participants:

Children _____ Adults _____ Total _____

14) Grade level of educational group:

Grade _____ ☒ N/A

15) Will staff time/assistance be required?

☐ Yes ☐ No ☒ N/A

16a) Plan of Operation required? ☐ Yes ☐ No ☐ N/A

16b) Plan of Operation attached? ☐ Yes ☐ No

17) Location: (Specifically identify location; GPS location preferred.)

Southwest boundary of Oyster Bay NWR that occurs between from 2000' North of Cleft Road (N 40degrees 53' 14.9" N, 73degrees 32' 53.8" W) and the Bayville Bridge (40 degrees 54' 06.7" N, 73 degrees 32' 55.30" W)

18a) Is map of location(s) required?

☒ Yes ☐ No ☐ N/A

18b) Is map of location(s) attached?

☒ Yes ☐ No

Insurance Coverage/Certifications/Permits

19a) Is insurance required?

☐ Yes ☐ No ☒ N/A

19b) Insurance: (Provided carrier, type and policy number)

20) Other licenses/certifications/permits required: (Specifically identify licenses, certifications, and permits.)

1. NYSDEC Tidal Wetlands #1-2824-02569/00004; 3) NYSDEC Excavation&Fill in Navigable Waters #1-2824-02569/00005
2. NYSDEC Water Quality Certification #1-2824-02569/00006; 4) USACE Section 404 Clean Water Act

Logistics and Transportation

21) Does activity require personnel to stay overnight onsite? ☐ Yes ☒ No

22) Personnel involved:

Nassau County DPW staff and contractors' work forces

23) Specifically describe all equipment/gear and materials used:

Initial excavation work requires use of tracked skid steer on Refuge beach areas in addition to heavy equipment (crane/loader) positioned landward of the seawall.

24) Transportation description(s) and license number(s) to access refuge(s): (Provide description of and specific auto license/boat/plane registration number(s).)

25) Specifically describe onsite work and/or living accommodations:

26) Specifically describe onsite hazardous material storage or other onsite material storage space:

Fueling and maintenance of all equipment shall occur at designated staging site located on County/Town property. An emergency spill prevention plan will also be in place.

27) Signature of Applicant



Date of Application:

1/13/2

Sign, date, and print this form and return it to the refuge for processing.
Do not fill out information below this page.

PRINT FORM

For Official Use Only (This section to be filled out by refuge personnel only.)

Special Use Permit

Permit #: [REDACTED]

Station #: [REDACTED]

1) Date: 12/31/2015

2) ☒ Permit Approved ☐ Permit Denied

4) Additional special conditions required: (Special conditions may include activity reports, before and after photographs, and other conditions.)
☒ Yes ☐ No ☐ N/A

Additional sheets attached:
☒ Yes ☐ No

5) Other licenses/permits required:
☒ Yes ☐ No ☐ N/A

Verification of other licenses/permits, type:

6) Insurance/certifications required:
☐ Yes ☐ No ☒ N/A

Verification of insurance/certification, type:

7) Record of Payments: ☒ Exempt ☐ Partial ☐ Full

Amount of payment: _____ Record of partial payment: _____

8) Bond posted: ☐ Yes ☒ No

This permit is issued by the U.S. Fish and Wildlife Service and accepted by the applicant signed below, subject to the terms, covenants, obligations, and reservations, expressed or implied herein, and to the notice, conditions, and requirements included or attached. A copy of this permit should be kept on hand so that it may be shown at any time to any refuge staff.

Permit approved and issued by (Signature and title):

[Signature] Date: 1-21-16

Permit accepted by (Signature of applicant):

[Signature] Date: 1-13-2016

Special Conditions:

- 1) Permittee shall notify the Refuge Manager (631.286.0485) at least 48 hours prior to commencement of this project and again within 7 days of the completion of this project.
- 2) Permittee shall not disturb or damage any wetland habitats, including existing areas of vegetation, by ensuring all wetland vegetation is identified, delineated and protected from all construction activities.
- 3) Permittee shall make all efforts to minimize impacts to wildlife such as sea turtles, water birds, fish, invertebrates and other aquatic organisms.
- 4) Permittee shall operate heavy equipment (crane and loader) from a landward position of the seawall ONLY, to minimize disturbance to wetland habitats and adjacent areas.
- 5) Permittee shall install a temporary turbidity curtain, as outlined in the approved plan, prior to construction to be properly maintained, secured and functioning to prevent the escape of sediments and overtopping water levels, as well as serve as a safety barrier throughout the project.
- 6) Beach excavation to obtain fill or stone materials is strictly prohibited.
- 7) Equipment maintenance and fueling are prohibited within 100ft of wetlands.
- 8) Construction equipment and materials shall not be left or stored seaward of the wall on refuge property with the exception of temporary structures necessary for seawall reconstruction (i.e., cofferdam, turbidity curtain).
- 9) Permittee is responsible for ensuring that all debris and excess material from this construction project are completely removed from wetland habitats and adjacent areas and are properly disposed of.
- 10) Permittee must have an adequate spill plan including containment procedures and a cleanup kit on-site during this project. Copies of the plan must be on-site and available to workers and emergency personnel at all times.
- 11) Permittee shall provide the Refuge Manager with copies of all permits and approvals required to carry out the activities authorized by this permit.
- 12) Permittee shall read and comply with all general and specific conditions attached to this permit; this permit may be revoked at any time for non-compliance with the permit conditions or if the Refuge Manager determines that the permitted activities are causing unanticipated adverse impacts to wildlife, habitat, approved priority public uses or other refuge management activities.
- 13) No new road surface, sections of seawall, or other permanent structures will be constructed on Refuge property with the exception of an NYSDEC-approved drainage outfall consisting of stone

Special Use Permit # [REDACTED]; Nassau County Department of Public Works

splash pads. These pads will be associated with an improved stormwater drainage system that will be incorporated in the replacement seawall.

- 14) The Refuge Manager reserves the right to revoke this permit at any time should conditions change or operations be conducted in a manner that are contrary to the special conditions listed on this permit.



Signature of Permittee

1-13-2016

Date

Notice

In accordance with the Privacy Act (5 U.S.C. 552a) and the Paperwork Reduction Act (44 U.S.C. 3501), please note the following information:

1. The issuance of a permit and collection of fees on lands of the National Wildlife Refuge System are authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd-ee) as amended, and the Refuge Recreation Act (16 U.S.C. 460k-460k-4).
2. The information that you provide is voluntary; however submission of requested information is required to evaluate the qualifications, determine eligibility, and document permit applicants under the above Acts. It is our policy not to use your name for any other purpose. The information is maintained in accordance with the Privacy Act. All information you provide will be considered in reviewing this application. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). Failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit.
3. No Members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.
4. The Permittee agrees to be bound by the equal opportunity "nondiscrimination in employment" clause of Executive Order 11246.
5. Routine use disclosures may also be made: (a) to the U.S. Department of Justice when related to litigation or anticipated litigation; (b) of information indicating a violation or potential violation of a statute, rule, order, or license to appropriate Federal, State, local or foreign agencies responsible for investigating or prosecuting the violation or for enforcing or implementing the statute, rule, regulations, order, or license; (c) from the record of the individual in response to an inquiry from a Congressional office made at the request of the individual (42 FR 19083; April 11, 1977); and (d) to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal Claim against the debtor, or to consumer reporting agencies to prepare a commercial credit report for use by the Department (48 FR 54716; December 6, 1983).
6. An agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. This information collection has been approved by OMB and assigned control number 1018-0102. The public reporting burden for this information collection varies based on the specific refuge use being requested. The relevant public reporting burden for the General Use Special Use Permit Application form is estimated to average 30 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Comments on this form should be mailed to the Information Collection Clearance Officer, U.S. Fish and Wildlife Service, 4401 N. Fairfax Drive, MS 2042-PDM, Arlington, Virginia, 22203.

General Conditions and Requirements

1. **Responsibility of Permittee:** The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.
2. **Operating Rules and Laws:** The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.
3. **Use Limitations:** The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and permits the Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the Service; and (2) the management of wildlife and fish using the premises and other Service lands.
4. **Transfer of Privileges:** This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the Service and the permit shall not be used for speculative purposes.
5. **Compliance:** The Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the Service's right to thereafter enforce any of the permit's terms or conditions.
6. **Conditions of Permit not Fulfilled:** If the permittee fails to fulfill any of the conditions and requirements set forth herein, all money paid under this permit shall be retained by the Government to be used to satisfy as much of the permittee's obligation as possible.
7. **Payments:** All payment shall be made on or before the due date to the local representative of the Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.
8. **Termination Policy:** At the termination of this permit the permittee shall immediately give up possession to the Service representative, reserving, however, the rights specified in paragraph 11. If he/she fails to do so, he/she will pay the government, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the Government's right to terminate or cancel the permit for the breach of any specified condition or requirement.
9. **Revocation Policy:** This permit may be revoked by the Regional Director of the Service without notice for noncompliance with the terms hereof or for violation of general and/or specific laws or regulations governing national wildlife refuges or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the Service, by and through any authorized representative, may take possession of the said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.

10. Damages: The United States shall not be responsible for any loss or damage to property including, but not limited to, growing crops, animals, and machinery or injury to the permittee or his/her relatives, or to the officers, agents, employees, or any other who are on the premises from instructions or by the sufferance of wildlife or employees or representatives of the Government carrying out their official responsibilities. The permittee agrees to save the United States or any of its agencies harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated Government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

11. Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the Government have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the refuge official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc. from the premises for which he/she is responsible. Within this period the permittee must also remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the United States.

Instructions for Completing Application

You may complete the application portion verbally, in person or electronically and submit to the refuge for review. Note: Please read instructions carefully as not all information is required for each activity. Contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding the applicability of a particular item.

1. Identify if permit application is for new, renewal or modification of an existing permit. Permit renewals may not need all information requested. Contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding the applicability of a particular item.

2-B. Provide full name, organization (if applicable), address, phone, fax, and e-mail.

9. Provide names and addresses of assistants, subcontractors or subpermittees. Names and address are only required if the assistants, subcontractors or subpermittees will be operating on the refuge without the permittee being present. Volunteers, assistants, subcontractors or subpermittees that are accompanied by the permittee need not be identified.

10. Activity type: check one of the following categories:

- a. Event;
- b. Wood cutting;
- c. Group visit;
- d. Cabin/Subsistence cabin;
- e. Educational activity; or
- f. Other—any other activity(s) not mentioned above. Please describe "other" activity.

11. Describe Activity: provide detailed information on the activity, including times, frequency and how the activity is expected to proceed, etc. Permit renewals may not need activity description, if the activity is unchanged from previous permit. Most repetitive activities, such as group visits, do not require an activity description for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if an activity description is required.

12. Activity/site occupancy timeline: identify beginning and ending dates, site occupation timeline, hours, clean-up and other major events. Permit renewals may not need an activity/site occupancy timeline, if the activity is unchanged from previous permit. Most repetitive activities, such as group visits, do not require an activity/site occupancy timeline for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if an activity/site occupancy timeline is required.

13-14 Expected number of participants: Provide an estimate of the number of adults, and children and grade level of group, if applicable.

15. Identify if onsite refuge staff will be required for group activities and anticipated time frame, if applicable.

16a-16b. Identify and attach Plan of Operation, if required. Most repetitive activities, such as group visits, do not require Plans of Operations for each visit. In addition, permit renewals may not require Plans of Operations if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a Plan of Operations is required.

17. Location: identify specific location (GPS coordinates preferred), if not a named facility. Most repetitive activities, such as group visits, do not require a location. In addition, permit renewals may not require a location if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a location is required.

18a-18b. Attach a map of location, if required and not conducted at a named facility. Most repetitive activities, such as group visits, do not require a map. In addition, permit renewals may not require a map if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a map is required.

19a-19b. Provide name, type and carrier of insurance, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if insurance and type of insurance are required.

20. Specifically identify types and numbers of other licenses, certifications or permits, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of licenses, certifications or permits required, and to coordinate the simultaneous application of several types of licenses, certifications or permits. This Special Use Permit (SUP) may be processed while other certifications are being obtained.

21-22. Provide name(s) of any personnel required to stay overnight, if applicable.

23. Identify all equipment and materials, which will be used, if required. Most repetitive events, such as group visits, do not require a list of equipment. In addition, permit renewals may not require a list of equipment if the event is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a list of equipment is required.

24. Describe and provide vehicle descriptions and license plate or identification numbers of all vehicles, including boats and airplanes, if required. Motor vehicle descriptions are only required for permittee vehicle, and/or if the vehicle will be operated on the refuge without the permittee being present. Motor vehicles that are accompanied by the permittee as part of a group (convoy) activity need not be identified if cleared in advance by refuge supervisor. Specifically describe ship-to-shore, intersite (between islands, camps, or other sites) and onsite transportation mechanisms, and license plate or identification numbers, if required.

25. Specifically describe onsite work and/or living accommodations, if applicable.

26. Specifically describe onsite hazardous material storage, or other onsite material storage space (including on and offsite fuel caches).

27. Sign, date, and print the application. Click on the Print button to print the application (if using the fillable version). The refuge official will review and, if approved, fill out the remaining information, sign, and return a copy to you for signature and acceptance.

The form is not valid as a permit unless it includes refuge approval, a station number, a refuge-assigned permit number, and is signed by a refuge official.

Contract ID#: H67100-07C

CLPW15000030

Department: Public Works

CF (Capital)**E-140-15 CF****Contract Details**NIFS ID #: CFPW12000013SERVICE: Design Agreement 01/25/16
NIFS Entry Date: 7/8/15 Term: from Execution to 12/1/15 (35)

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #1
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Municipal Testing Laboratory, Inc.	Vendor ID# 11-1984867
Address 375 Rabro Drive, Hauppauge, NY, 11788	Contact Person John Hicks
	Phone (631)-761-5555

County Department
Department Contact Donna Boyle
Address 1194 Prospect Avenue, Westbury, NY 11590
Phone 571-6817

Routing Slip

DATE Recd.	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	5/7/15	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	6/1/15	
	OMB	NIFS Approval	<input type="checkbox"/>	7/8/15	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
	County Attorney	CA RE & Insurance Verification	<input type="checkbox"/>	8/28/15	
	County Attorney	CA Approval as to form	<input type="checkbox"/>	8/28/15	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	7/6/15	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	8/28/15	
	Comptroller	NIFS Approval	<input type="checkbox"/>	8/28/15	
7/14	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	7/14	

Contract Summary

Description:	Amendment to On-Call Staffing Agreement for DPW laboratory staffing support
Purpose:	Extend existing agreement for professional engineering services firm to provide on-call Asphalt and Concrete Plant Inspections as well as Material tests to ensure all construction contract specifications are adhered to.
Method of Procurement:	Standard Nassau County procedures for retaining professional engineering services.
Procurement History:	A RFP for a new agreement was issued since the term limit of this agreement was approaching. 3 firms submitted responses to the RFP, these response indicate that the firms did not understand the County's request. Another RFP is being issued with additional information however the County must perform this work. The department is requesting a 6 month extension of the current agreement so the work may be performed while the revised RFP is processed.
Description of General Provisions:	Standard Nassau County Agreement format utilized, for original agreement, Amendment #1 extends original agreement terms for 6 months
Impact on Funding / Price Analysis:	Construction Project funding is included in the Capital Plan under the appropriate Capital project number. Selected firm was determined to be the best value for the County.
Change in Contract from Prior Procurement:	Not Applicable
Recommendation: (approve as submitted)	Approve as submitted

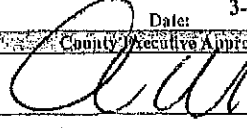
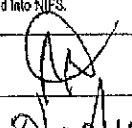
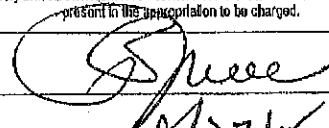
Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue Contract <input type="checkbox"/>	XXXXXX	1	PWCAPCAP/61587/00002	\$ 0.01
Control:	61	County	\$	2		\$
Resp:	587	Federal	\$	3		\$
Object:	00002	State	\$	4		\$
Transaction:	CL	Capital	\$ 0.01	5		\$
		Other	\$	6		\$
		TOTAL	\$ 0.01	TOTAL		\$ 0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Donna Boyle

Date: 3-July-15

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: 	
Name: 		Name: 		Date: 7/14/15	
Date: 8/28/15		Date: 8/27/15		(For Office Use Only)	
E #:					

E-140-15

RULES RESOLUTION NO. 187 2015

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
MUNICIPAL TESTING LABORATORY, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-27-15
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Municipal Testing Laboratory, Inc. for inspection
and materials testing services; 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 Municipal Testing Laboratory, Inc.

RULES RESOLUTION NO. – 2015

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
MUNICIPAL TESTING LABORATORY, INC.

WHEREAS, the County has negotiated an amendment to a personal
~~services agreement with Municipal Testing Laboratory, Inc. for inspection~~
and materials testing 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 Municipal Testing Laboratory, Inc.



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: Materials Testing Laboratory, Inc.

CONTRACTOR ADDRESS: 375 Rabro Drive, Hauppauge, NY,
11788

FEDERAL TAX ID #: 11-1984867

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

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

II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on December 18, 2008. Potential proposers were made aware of the availability of the RFP by posting on website [newspaper advertisement, , mailing, etc.]. Proposals were due on January 30, 2009. 2 proposals were received and evaluated. The evaluation committee consisted of two professional engineers – Rakhal Maitra, and Donna Boyle, as well as the NC DPW Laboratory Director Kenneth Carter. The proposals were scored and ranked. As a result of the scoring and ranking, the highest technical-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 July 25, 2012 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into

after selection of firm based on response to standard RFP

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

 A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

 A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

 B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

 C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

 D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

VII. X 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

4/7/18

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.

AMENDMENT NO. 1

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, 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 (the "Department"), and (ii) Municipal Testing Laboratory, Inc., 375 Rabro Drive, Hauppauge, NY, 11788 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H67100-07C between the County and the Firm, executed on behalf of the County on July 25, 2012, (the "Original Agreement"), the scope of Services of the original Agreement included, such services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Appendix A Detailed Scope of Services");

WHEREAS, the term of the Original Agreement as extended by the amendments was July 25, 2015 ("Agreement Term");

WHEREAS, the County desires to amend the Agreement Term; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Amended Term. The Agreement Term is extended for six (6) months so that the termination date of the Original Agreement, as amended by this Amendment, shall be January 25, 2016 ("Amended Term").
2. Payment. The Firm shall be paid for services rendered pursuant to the Original Agreement, as amended by this Amendment, in calendar years 2015 and 2016 at the same rates described in Appendix B of the Original Agreement for calendar year 2014.
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Municipal Testing Laboratory, Inc.,

By: 

Name: JOHN ZUCCHI

Title: OPERATIONS VICE PRESIDENT

Date: 07/06/2015

NASSAU COUNTY

By: 

Name: _____

Title: Deputy County Executive

Date: 7/31/15

CHARLES RIBANDO
DEPUTY COUNTY EXECUTIVE

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF ^{SUFFOLK} ~~NASSAU~~)ss.:

On the 6 day of July in the year 2015 before me personally came John Zeicelu to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED] that he or she is the VP of Municipal Testing 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



Kathleen K. Neri
KATHLEEN K. NERI
#01NE397143
MY COMMISSION EXPIRES 10/17

STATE OF NEW YORK)
COUNTY OF ^{SUFFOLK} ~~NASSAU~~)ss.:

On the 31st day of July in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is 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

Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE2259026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: H67100-07C

Department: Public Works

CFPW12000013

CE (Capital)**E-148-12CE****Contract Details**NIFS ID #: _____ NIFS Entry Date: _____ Term: from Execution to 3 years

SERVICE: _____

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Municipal Testing Laboratory, Inc.	Vendor ID# 11-1984867
Address 375 Rabro Drive, Hauppauge, NY, 11788	Contact Person John Hicks
	Phone (631)-761-5555

County Department
Department Contact Donna Boyle
Address 1194 Prospect Avenue, Westbury, NY 11590
Phone 571-6817

Routing Slip

DATE	DEPARTMENT	INITIALS/REMARKS	DATE	SIGNATURE	APPROVAL
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	5/14/12	[Signature]	
	DPW (Capital Only)	CE Capital Fund Approval	5/18/12	[Signature]	
	OMB	NIFS Approval	5/23/12	[Signature]	
5/25/12	County Attorney	CA RE & Insurance Verification	5/25/12	[Signature]	
	County Attorney	CA Approval as to form	5/30/12	[Signature]	
	Legislative Affairs	Fwd'd Original Contract to CA	6/11/12	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval	6/27/12	[Signature]	
	Comptroller	NIFS Approval	7/5/12	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	6/12/12	[Signature]	

E-148-12

RULES RESOLUTION NO. 167 2012

~~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 MUNICIPAL TESTING LABORATORY, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6/25/12
VOTING:
ayes 6 nays 0 abstained 0 recused 0
Legislators present: 6

WHEREAS, the County of Nassau, has negotiated a personal services agreement
with Municipal Testing Laboratory, Inc., for inspection and materials testing 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 agreement with Municipal Testing
Laboratory, Inc.

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: Materials Testing Laboratory, Inc.

CONTRACTOR ADDRESS: 375 Rabro Drive, Hauppauge, NY,
11788

FEDERAL TAX ID #: 11-1984867

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

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

II. **X** The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on December 18, 2008. Potential proposers were made aware of the availability of the RFP by posting on website [newspaper advertisement, , mailing, etc.]. Proposals were due on January 30, 2009. 2 proposals were received and evaluated. The evaluation committee consisted of two professional engineers – Rakhil Maitra, and Donna Boyle, as well as the NC DPW Laboratory Director Kenneth Carter. The proposals were scored and ranked. As a result of the scoring and ranking, the highest technical-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into

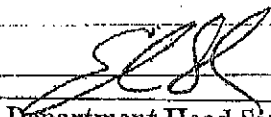
the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory 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. X 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

5/11/12
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

Donna

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: April 4, 2012

SUBJECT: Recommendation to Engage Consultant Services
Asphalt/Concrete Plant Inspection and Material Testing Services
Agreement Number H67100-07C

The County desires to hire a consultant in an "On-Call" status to provide Asphalt/Concrete Plant Inspection and Material Testing Services to ensure the County is able to provide the Plant Inspection and Material Testing Services for Construction Contracts. These tests insure the materials supplied by the contractor met the contract specifications. Given the requirements for Federal Aid, the County considers it necessary to have a firm "On-Call", since the omission of just one (1) required test during construction or the installation of any untested material incorporated into the project would jeopardize the entire Federal reimbursement of that project.

Given our present workload and our limited capacity to provide the additional staff for engineering services required at "short notice", we recommend that a consulting testing firm be retained to provide this service.

In accordance with County Executive Order Number 1-1993 and the Board of Supervisor's Resolution 928-1993, we have evaluated proposals from the only two (2) testing firm who submitted qualifications to be chosen for this work. The review team of Rakhal Maitra, P.E., Deputy Commissioner, Donna Boyle, P.E., Civil Engineer III, and Kenneth Carter, Civil Engineer II, conducted the consultant evaluations. At the completion of the review, the following technical rankings were established:

<u>FIRM NAME</u>	<u>TECH. RANK</u>	<u>TECH. RANKING</u>	<u>COST PROPOSAL</u>
Municipal Testing Lab., Inc.	1	89.00	\$189,052.52 in 1 st Year
Tectonic Engineering and Surveying	2	84.33	\$321,907.20 in 1 st Year

It is the Department's recommendation that Municipal Testing Laboratory, Incorporated be retained for this assignment. The total cost of the above referenced agreement would not exceed \$700,000 over the three (3) year life of the agreement. This action is considered the best value for the County, as well as fair and reasonable for the Professional Services to be rendered. Funding for said services will be provided under the appropriate Capital Project Number.



D. Boyle

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830 (fax 742-3801)
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works (fax 571-9657)


DATE: April 4, 2012

SUBJECT: CSEA Notification of a Proposed DPW Contract/Agreement
Proposed Contract/Agreement Number: H67100-07C

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 service:
Supply Support Services to the Department of Public Works Construction Management Unit's Material Testing Laboratory Squad.
2. The work involves the following:
Supply "On-Call" Services in support of required materials testing for construction projects. These tests insure the materials supplied by the Contractor met the contract specifications. This work is for testing not typically done by the County lab. Additionally, this contract will supplement County personnel during peak construction periods.
3. An estimate of the cost is: \$700,000.00
4. An estimate of the duration is: Three (3) years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.



Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:lmn

- c: Daniel Schor, Director, Of fice of Labor Relations
Rakhal Maltra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
→ Donna Boyle, Civil Engineer III
Jonathan Lesman, Management Analyst II

We are transmittling one (1) sheet. If there were problems with this transmission, call 571-9604.



CONTRACT FOR SERVICES

ASPHALT/CONCRETE PLANT INSPECTION AND MATERIALS TESTING

SERVICES: 2012-2015

AGREEMENT NO. H67100-07C

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 One West Street, 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 Municipal Testing Laboratory, Inc., 375 Rabro Drive, Hauppauge, NY, 11788(ii) (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of Asphalt/Concrete batch plant inspections and materials testing. 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".

(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 Subcontractors. 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 subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. 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 "Contractor 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. The Firm 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. 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:

approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. 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.~~ CWD 5/24/2

(e) The provisions of this Section shall survive the termination of this Agreement.

9. 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

11. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. 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

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 Contractor 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 Contractor, or in each case to such other persons or addresses as shall be designated by written notice.~~

17. 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.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

By: John Zucchi
Name: John Zucchi
Title: Vice President
Date: 5/8/12

NASSAU COUNTY

By: [Signature]
Name: Richard R. Walker
Title: Deputy County Executive
Date: 7/25/12

PLEASE EXECUTE IN BLUE INK

APPENDIX "A"

DETAILED SCOPE OF SERVICES

The services to be provided by the Firm under this Agreement shall consist of the following tasks:

- (a) Asphalt/Concrete batch plant inspection, sampling and testing. The inspection at the plants will not only certify to the proper batching, but by coordinating with laboratory and field personnel, control the quality of the materials so that close adherence to the specifications is obtained. The Firm shall provide all necessary equipment and inspectors to sample and test aggregates (coarse and fine) for grading and cleanliness and to sample and perform tests on various materials and additives that are integral components of the asphalt or concrete mix. The inspectors shall verify the source of aggregates and materials as being from approved suppliers, verify the quantities in each truck, and maintain these quantities within the specified maximum for each truck.
- (b) Precast concrete plant inspection. Perform all required inspection, sampling, and testing, to certify that precast concrete structures meet the contract specifications.
- (c) Perform extraction and gradation tests in accordance with all applicable ASTM standards.
- (d) Perform field density (compaction) tests using nuclear density gauge on soil or asphalt.
- (e) Test compressive strength of concrete test cylinders in accordance with ASTM C39. The transportation from the project site and moist curing of the concrete cylinders is included in this task.
- (f) Perform Modified or Standard Proctor Test in accordance with ASTM D1557.
- (g) Perform top soil analysis in accordance with current Nassau County specifications. The analysis shall include PH, organic content, and gradation of the soil.

APPENDIX "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

1. Asphalt/Concrete Batch Plant Inspector Hourly Rate:

\$ 59.40 /hour/inspector for calendar year 2012

\$ 61.20 /hour/inspector for calendar year 2013

\$ 63.05 /hour/inspector for calendar year 2014

The asphalt/concrete batch plant inspectors will be assigned work on a Monday through Friday basis. A four (4) hour minimum will apply if the inspector works less than four (4) hours. If the inspector works more than four (4) hours, an eight (8) hour minimum will apply. The inspector may be released when no further County work is required. Any work performed prior to twelve (12) noon shall be billed at a minimum of four (4) hours and work performed subsequent to twelve noon shall be billed at a minimum of four (4) hours.

2. Asphalt/Concrete Batch Plant Inspector Overtime Hourly Rate:

\$ 89.10 /hour/inspector for calendar year 2012

\$ 91.80 /hour/inspector for calendar year 2013

\$ 94.60 /hour/inspector for calendar year 2014

Overtime work will be assigned for work in excess of eight (8) hours in one day, for night work (plants starting after 4:30 P.M.) Monday through Friday, and for weekend or holiday work. A four (4) hour minimum will apply if the inspector works less than four (4) hours and if the inspector works more than four (4) hours, an eight (8) hour minimum will apply. This provision is applicable for night work only.

3. Precast Concrete Plant Inspector Hourly Rate:

\$ 56.25 /hour/inspector for calendar year 2012

\$ 57.95 /hour/inspector for calendar year 2013

\$ 59.70 /hour/inspector for calendar year 2014

The precast concrete plant inspectors will be assigned work on a Monday through Friday basis. A four (4) hour minimum will apply if the inspector works less than four (4) hours. If the inspector works more than four (4) hours, an eight (8) hour minimum will apply. The inspector may be released when no further County work is required. Any work performed prior to twelve (12) noon shall be billed at a minimum of four (4) hours and work performed subsequent to twelve (12) noon shall be billed at a minimum of four (4) hours.

\$ 424.50 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

10. Ring Ball Softening Point Test:

\$ 375.00 /Test for calendar year 2012

\$ 390.00 /Test for calendar year 2013

\$ 405.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

11. Fence Material Analysis:

\$ 475.00 /Test for calendar year 2012

\$ 495.00 /Test for calendar year 2013

\$ 515.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

12. Rock Salt Analysis:

\$ 475.00 /Test for calendar year 2012

\$ 495.00 /Test for calendar year 2013

\$ 515.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

13. Hardware Analysis:

\$ 575.00 /Test for calendar year 2012

\$ 625.00 /Test for calendar year 2013

\$ 675.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

14. Extra Services: If the Firm is directed by DPW to perform extra services relative to materials testing and analysis, the compensation for the services provided will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the work, exclusive of payroll taxes, insurance, and any and all fringe benefits times a multiplier of 2.5 (two point five)

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

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.

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

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

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: _____

Steven Jaycox (Name)

(Address)

375 Babco Drive, Hauppauge, NY 11788

Number)

631-761-5555 (Telephone

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

COUNTY OF NASSAU

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

1. Name of the Entity: MUNICIPAL TESTING LAB., LLC.
Address: 375 RABRO DR.
City, State and Zip Code: HAUPPAUGE, NY 11788
2. Entity's Vendor Identification Number: 11-1984867
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp CORPORATION 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):

STEVEN JAY COX

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.

NONE

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

NONE

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

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

NONE

Page 3 of 4

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

NONE

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

NO

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:

7/16/15

Signed:

Print Name:

JOHN ZUCCHINI

Title:

OVP

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.

Capital Project	Project Detail	Fund	Document Number	Current Encumbrance	Paid Amount	Current Encumbrance	Paid Amount	Balance	Retainage	Contract Start Date	Vendor Name
61587 CM0	CAP	CFPW12000013	3	2 \$	48,000.00	\$	777.20	\$ 47,222.80	-	20140829	MUNICIPAL TESTING LABORATORY
61587 CM0	CAP	CFPW12000013	1	2 \$	0.01	\$	-	\$ 0.01	-	20120705	MUNICIPAL TESTING LABORATORY
70040	0 CAP	POCY10000879	1	1 \$	50,000.00	\$	50,000.00	\$ -	-	20110310	MUNICIPAL TESTING LABORATORY
70040	0 CAP	POCY10002016	1	4 \$	45,000.00	\$	41,577.20	\$ 3,322.80	-	20100804	MUNICIPAL TESTING LABORATORY
70065	0 CAP	POCY08002047	1	3 \$	20,000.00	\$	20,000.00	\$ -	-	20080728	MUNICIPAL TESTING LABORATORY
70086	0 CAP	POCY10001307	1	4 \$	4,568.80	\$	4,568.80	\$ -	-	20100419	MUNICIPAL TESTING LABORATORY

COUNTY OF NASSAU

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

1. Name of the Entity: MUNICIPAL TESTING LAB., INC.
Address: 375 RABRO DRIVE,
City, State and Zip Code: HAUPPAUGE, NY 11788
2. Entity's Vendor Identification Number: 11-1984867
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp CORPORATION 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):
STEVEN JAYCOX

-
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.
STEVEN JAYCOX

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.

NONE

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

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

NONE

Page 3 of 4

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

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

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

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

Dated: 07/06/2015

Signed: 

Print Name: JOHN ZUCCHI

Title: OPERATIONS VICE PRESIDENT

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

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist-registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

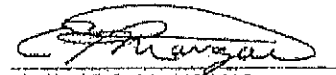
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015



EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

NONE

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

NONE

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: 07/06/2015

Signed: 

Print Name: JOHN ZUCCHI

Title: OPERATIONS VICE PRESIDENT

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



Nassau County Interim Finance Authority

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

1. Vendor: Municipal Testing Laboratory, Inc.

2. Dollar amount requiring NIFA approval: \$ \$ 0.01

Amount to be encumbered: \$ \$ 0.01 *1/2*

This is a New Contract Advisement ☒ Amendment

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

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

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

3. Contract Term: 6 month extension

Has work or services on this contract commenced? ☒ Yes No

If yes, please explain: this is an additional 6 month extension to Original Agreement

4. Funding Source:

 General Fund (GEN) Grant Fund (GRT)
☒ Capital Improvement Fund (CAP) Federal %
 Other State %
County %

Is the cash available for the full amount of the contract? ☒ Yes No

If not, will it require a future borrowing? Yes No

Has the County Legislature approved the borrowing? ☒ Yes No N/A

Has NIFA approved the borrowing for this contract? ☒ Yes No N/A

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

A RFP was issued since the term of this agreement was approaching. 3 firms submitted responses to the RFP. The Agreement for this RPT is Processing, however the County must perform this work in the interim. The department is requesting an additional 6 month extension of the current agreement so the work may be performed while the revised RFP is processed.

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

Nassau County Attorney as to form Yes No N/A
Nassau County Committee and/or Legislature Yes No N/A

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

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

CFPW12000013 EXCEEDS 50K
1/2

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.

Roseann Della 2/26/16
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.