



R60  
F-59-16

## Contract Details

SERVICES: Property damage appraisals for automobiles and machinery

NIFS ID #: CLAT16000009

NIFS Entry Date: 1/21/2016 Term: January 1, 2010 – December 31, 2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment #6 <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

## Agency Information

Vendor		County Department	
Name Long Island Auto Appraisers, Inc.	Vendor ID# [REDACTED]	Department Contact Jaclyn Delle	
Address P.O. Box 110 East Meadow, New York 11554	Contact Person Craig Roberts	Address 1 West St. Mineola, New York 11501	
	Phone [REDACTED]	Phone (516) 571-3034	

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd / Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	2/16/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/16/16	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	2/16/16	[Signature]	
2/16/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	2/16/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Leg. Affairs	Fw'd Original K to CA <input type="checkbox"/>	2/23/16	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
2/23/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	2/23/16	[Signature]	

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CLERK OF LEGISLATURE  
2016 MAR 2 PM 2:46  
NASSAU COUNTY



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## Contract Summary

<b>Description:</b> Amendment #6
<b>Purpose:</b> This is an amendment to a contract with a contractor that provides property damage appraisals relating to vehicles and machinery. This amendment extends the term for one additional year and increases funding by \$10,000.00
<b>Method of Procurement:</b> Amendment to an existing contract. See below for procurement history.
<b>Procurement History:</b> In November 2009, the County Attorney's office sought bids from three property damage appraisal firms. One firm (Complete Claim Service, Hicksville) was considerably more expensive and a second firm's (AAB Services, Inc., Mineola) rates were comparable to or higher than those charged by Long Island Auto whose services prior to this contract have been satisfactory.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$10,000.00
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE500
Transaction:	

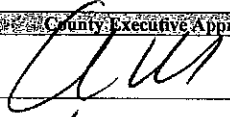
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$10,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$10,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE500	\$10,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$10,000.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date <u>2/23/16</u>
Date	Date	(For Office Use Only)
		<b>E #:</b>







RULES RESOLUTION NO. 60 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 OFFICE OF THE NASSAU COUNTY ATTORNEY,  
AND LONG ISLAND AUTO APPRAISERS, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 3-7-16  
VOTING:  
ayes 4 nays 0 abstained 3 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Long Island Auto Appraisers, Inc. to provide property damage appraisal 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 the agreement with Long Island Auto Appraisers, Inc.



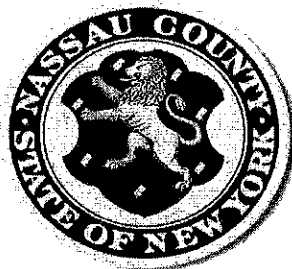
4-10-68

(c)

1000



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:** Long Island Auto Appraisers, Inc. (CLAT16000009)

**CONTRACTOR ADDRESS:** P.O. Box 110, East Meadow, New York 11554

**FEDERAL TAX ID #:** [REDACTED]

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**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 March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.







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

The contract was originally executed by Nassau County on March 11, 2010. 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 The County Attorneys' office sought bids in November 2009 from three property damage appraisal firms. One firm (Complete Claims Service, Hicksville) was considerably more expensive and a second firm's (AAB Services, Inc. Mineola) rates were comparable to or higher than those charged by Long Island Auto whose services prior to this contract have been satisfactory.

**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.

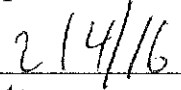
**VIII. X Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

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

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

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ 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*







## **AMENDMENT NO. 6**

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Long Island Auto Appraisers, Inc. ("LIAA"), a corporation with an office located at P.O. Box 110, East Meadow, New York 11554 (the "Contractor").

### **WITNESSETH:**

WHEREAS, pursuant to County contract number CQAT10000001 between the County and the Contractor, executed on behalf of the County on March 11, 2010, as amended by amendment one (1), County contract amendment number CLAT11000009, executed on behalf of the County on August 31, 2011, as amended by amendment two (2), County contract amendment number CLAT12000009, executed on behalf of the County on May 23, 2012, as amended by amendment three (3), executed on behalf of the County on April 30, 2013, as amended by amendment four (4), executed on behalf of the County on March 25, 2014, and as amended by amendment five (5), executed on behalf of the County on March 25, 2015 (the "Original Agreement"), the Contractor performs certain services for the County in connection with property damage appraisals related to vehicles and machinery, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2010 through December 31, 2015, subject to extension or sooner termination as provided for in the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Thirty Thousand Five Hundred Dollars (\$30,500.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to extend the Original Term and increase the Maximum Amount.

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

1. Term Extension. The Original Agreement shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Ten Thousand Dollars (\$10,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Contractor as full consideration for all Services provided under the Amended Agreement shall be Forty Thousand Five Hundred Dollars (\$40,500.00) (the "Amended Maximum Amount").







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 left intentionally blank.]







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

LONG ISLAND AUTO APPRAISERS, INC.

By: Craig Roberts  
Name: CRAIG ROBERTS  
Title: PRESIDENT  
Date: 7/15/16

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK








STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 15<sup>th</sup> day of January in the year 2016 before me personally came Craig Roberts to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the President of Long Island Auto Appraisers, 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

  
Maryann Williams  
Notary Public - State of New York  
No. 01WI6238627  
Qualified in Nassau County  
Commission Expires Apr. 11, 2019

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC







Contract ID#: ~~CAAT100000001~~  
CG AT100000001

Department: AT

## Contract Details

SERVICE Automobile and machinery  
damage appraisals

NIFS ID #: COAT100000001 NIFS Entry Date: 12/8/09

Term: 1/1/10 to 12/31/10

New X Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension
Addl. Funds

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

## Agency Information

Vendor	
Name Long Island Auto Appraisers, Inc.	Vendor ID# [REDACTED]
Address P.O. Box 110 East Meadow, New York 11554	Contact Person Craig Roberts-Sheryl Phone [REDACTED]

County Department
Department Contact Cheryl Lien-Taubenfeld
Address 1 West Street, Mineola
Phone

DATE	DEPARTMENT	Internal Verification	DATE	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	m. a. Heiman	
	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/>	Smalholz	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
12/15/09	County Attorney	CA RE & Insurance Verification	<input type="checkbox"/>	12/15/09 A. Amato	
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	12/15/09 [Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	<del>Legislative Affairs</del>	<del>Fw'd Original Contract to CA</del>	<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	12/29/09 Meredith Fairman	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	3/3/10 Jfy	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	3/11/10 [Signature]	







THIS AGREEMENT, dated as of January 1, 2010 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between the County of Nassau, a municipal corporation of the State of New York, located at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Attorney's Office, having its principal office at One West Street, Mineola, New York 11501 (the "County Attorney"), and Long Island Auto Appraisers, Inc., a corporation, with offices at P.O. Box 110 East Meadow, NY 11554, ("Contractor").

WITNESSETH:

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

WHEREAS, Contractor 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 Agreement shall commence on January 1, 2010, and shall terminate on December 31, 2010, as hereinafter defined, subject to extension or sooner termination as provided for in this Agreement.

2. Services. The services to be provided by Contractor to the County under this Agreement shall consist of property damage appraisal related to vehicles and machinery ("Services").

3. Payment. (a) Amount of Consideration. The amount to be paid to Contractor as full consideration for Contractor's Services under this Agreement, including disbursements, shall not exceed the sum of Fifteen Thousand Dollars (\$15,000.00) (the "Maximum Amount"). Compensation for services shall be paid in accordance with the following fee schedule:

Routine automobile property damage appraisal (including one digital photograph)	\$70.00
Truck or heavy equipment appraisal	\$55.00/hour
Subrogation (desk) file review	\$35.00
Additional digital photographs (if needed)	\$ 1.00
Mileage (not applicable to automobile appraisals, truck or heavy equipment appraisals within Nassau County, Suffolk County, west of Route 111, or Queens County, east of the Van Wyck Expressway)	\$00.35/mile
Minimum service charge	NONE
Postage and telephone expenses	NONE
Incidental expenses, such as tolls, police report fees, etc.	Reimbursed at full cost when fully documented.

NASSAU CO ATTORNEY  
RECEIVED DEC 29 11 03



... of the parties to the Agreement or any amendments thereto, and as a part of the administration and approval process, and Contractor agrees to be available for any such appearances.

(b) Voucher, Voucher Review, Approval and Audit. Payments shall be made to Contractor in arrears and shall be contingent upon: (i) Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the services, and specifying, with reasonable specificity, the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with the Agreement, and (ii) review, approval and audit of the Voucher by the County Attorney and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Contractor shall submit claims, no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

4. Independent Contractor. Contractor is an independent contractor of the County. Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Contractor (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. Contractor 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. Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.



7. Service Standards. (a) Regardless of whether required by law, Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any person or property.

(b) Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications necessary or appropriate in connection with this Agreement.

(i) Contractor acknowledges and agrees that all information that Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing Services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent); or (iii) upon legal compulsion.

8. Indemnification: Defense: Cooperation. (a) Contractor agrees to indemnify, defend and hold harmless County, its officers, agent and employees, ("Indemnified Parties") from any and all liability caused by reason of injury to person or property caused by Contractor in the performance of its obligations under this Agreement; provided, however, that Contractor shall not be responsible for that portion, if any, of any liability that is caused by the negligence of the County. Nothing herein shall relieve Contractor from any liability it may have to the County in connection with Contractor's failure to render Services in the manner required under this Agreement.

(b) Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Contractor shall, and shall cause Contractor's Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.

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

9. Insurance. (a) Types and Amounts. Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) compensation insurance for the benefit of Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iii) such additional insurance as the County may from time to time specify.

(b) Acceptability: Deductibles: Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. Contractor shall be solely responsible for



the payment of all premiums to which such person or subject Contractor shall be entitled as a Contractor hired in connection with this Agreement to carry insurance with the same or an additional provider to be carried by Contractor under the Agreement.

(c) Delivery, Coverage Change, No Inconvenient Action. Prior to the execution of this Agreement copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Contractor shall provide written notice to the County of the same and deliver to the County renewal or replacement certificates of insurance. Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) by County immediately upon the receipt by Contractor of written notice of termination; (ii) by Contractor upon sixty (60) days' written notice to County; (iii) upon mutual written Agreement of the County and Contractor; and (iii) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement Contractor 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 Contractor's responsibilities under this Agreement including, without limitation, providing status reports for all matters handled by Contractor pursuant to this Agreement. Within four weeks of the date of any such termination, regardless of the reason for termination, Contractor shall return to the Nassau County Attorney's Office all materials in Contractor's possession pertaining to the Services provided pursuant to this Agreement, including, without limitation, memoranda, notes, correspondence, drafts, computer files, photographs (collectively "Files"). The provisions of this Section shall survive the termination of this Agreement.

12. Accounting Procedures; Records. Contractor 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. Such Records shall at all times be available for audit and inspection by the Comptroller, the County



Attorney, any other governmental authority with jurisdiction over the provision of Services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the County Attorney for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The complaint or necessary moving papers of Contractor shall allege that the above-described actions and inactions preceded Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to the County Attorney, to the attention of the County Attorney at the address specified above for the Department, (ii) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor, 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.

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



...the interpretation of the provisions with a preference being given to the provisions included in this Agreement, in the event of an actual conflict between the terms 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.

17. 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.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

19. Administrative Service Charge. Contractor agrees to pay the County an administrative service charge of One Hundred Sixty (\$160.00) Dollars for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Contractor upon signing this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

LONG ISLAND AUTO APPRAISERS, INC.

By: Craig Roberts  
Name: CRAIG ROBERTS  
Title: PRESIDENT  
Date: 12/21/09



NASSAU COUNTY

By: 

Name: Richard R. Walker

Title: Deputy County Executive

Date: 3/11/10

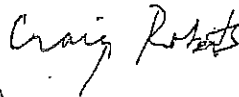
PLEASE SIGN IN BLUE INK

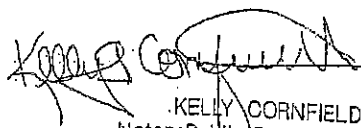
STATE OF NEW YORK )

)ss.:

COUNTY OF )

On the 21 day of DECEMBER in the year 2009 before me personally came CRAIG ROBERTS to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PRESIDENT of Long Island Auto Appraisers, 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 members of said partnership.



NOTARY PUBLIC 

KELLY CORNFIELD  
Notary Public, State of New York  
No. 8106177369

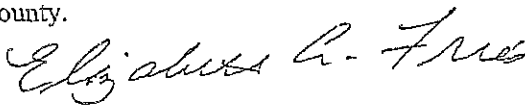
Qualified in Nassau County  
COMMISSION EXPIRES 11/13/2011

STATE OF NEW YORK )

)ss.:

COUNTY OF NASSAU )

11-11  
On the 21 day of MARCH in the year 2010 before me personally came RICHARD R. WALKER to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is 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

ELIZABETH A. FRIES  
NOTARY PUBLIC, State of New York  
No. 30-4839463  
Qualified in Nassau County  
Commission Expires December 31, 2013





OFFICE OF THE COMPTROLLER

240 Old County Road  
Mineola, New York 11554

## 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: Long Island Auto Appraisers, Inc.  
Address: P.O. Box 110, East Meadow, NY 11554  
Fed. Tax I.D. [REDACTED]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [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.

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.

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

In November 2009, we sought bids from three property damage appraisal firms. One firm was considerably more expensive and a second firm's rates were comparable to or higher than those charged by Long Island Auto whose services prior to this contract have been satisfactory.

☐ 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.



competitive process has not been initiated. When a contract is awarded, the department may enter into this contract without conducting a competitive process and explain why a competitive process is not a competitive process for the future award of the services. For any such contract, if the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Lorna Goodner by M. J. Jernan  
Department Head Signature

12/8/09  
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



Long Island Auto Appraisers, Inc.  
Ownership Disclosure

Long Island Auto Appraisers, Inc.

Craig Roberts. President - sole equity owner



# Long Island Auto Appraisers, Inc.

100-10 104th Avenue, Rego, N.Y. 11579

Phone: (516) 466-1000



Contract ID#: CLAT10000001



Department: County Attorney

E-133-11

## Contract Details

SERVICES: Special Counsel

NIPS ID #: CLAT1000009 NIPS Entry Date: 06/10/2011 Term: from January 1, 2011 - December 31, 2011

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

## Agency Information

Vendor		County Department	
Name Long Island Auto Appraisers, Inc.	Vendor ID# [REDACTED]	Department Contact Susan Gordon	6/29/11
Address P.O. Box 110 East Meadow, New York 11554	Contact Person Craig Roberts--Sheryl	Address 1 West St. Mineola, New York 11501	
	Phone [REDACTED]	Phone 716 75	

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIPS Entry (Dept) NIPS Appvl (Dept. Head)		[Signature]	
	OMB	NIPS Approval	6/29/11	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
6/29/11	County Attorney	CA RE&I Verification	6/29/11	[Signature]	
	County Attorney	CA Approval as to form	6/29/11	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Leg. Affairs	Fw'd Original E to CA	7/12/11	Gregory A. May	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			[Signature]	
6/29/11	County Attorney	NIPS Approval	6/29/11	[Signature]	
	County Comptroller	NIPS Approval	6/29/11	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	7/13/11	[Signature]	





## Contract Summary

Description: Amendment

Purpose: This is an amendment to a contract with a company that provides property damage appraisal relative to motor vehicles involved with automobiles owned by Nassau County.

Method of Procurement: Amendment to an existing contract.

Procurement History: In November 2009, the County Attorney's office sought bids from three property damage appraisal firms. One firm (Complete Claims Service, Hicksville) was considerably more expensive and a second firm's (AAB Services, Inc., Mineola) rates were comparable to or higher than those charged by Long Island Auto whose services prior to this contract have been satisfactory.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: \$.01

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted

## Advisement Information

BUDGET CODES	
Fund	ATGEN
Control	10
Resp	1100
Object	DE
Transaction	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$.01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE500	\$.01
2		\$
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587		\$
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589		\$
590		\$
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592		\$
593		\$</



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 OFFICE of THE NASSAU COUNTY ATTORNEY  
AND LONG ISLAND AUTO APPRAISERS, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 7/25/11  
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 Long Island Auto Appraisers, Inc. for services in connection with property damage appraisals relative to motor vehicles in accidents with automobiles owned by Nassau County, 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 the agreement with Long Island Auto Appraisers, Inc.



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 OFFICE OF THE NASSAU COUNTY ATTORNEY  
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accidents with automobiles owned by Nassau County, a copy of which is on  
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RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said amendment  
to the agreement with Long Island Auto Appraisers, Inc.



George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Long Island Auto Appraisers, Inc.

CONTRACTOR ADDRESS: P.O. Box 110, East Meadow, New York 11554

FEDERAL TAX ID #: [REDACTED]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [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 March 1, 1990. This is an amendment to the scope of the contract or RFP (copies of the relevant papers are attached). The original contract was entered into after a bidding process from three property damage appraisal firms. The original contract for Claim Service was considerably more expensive and a second time a VAB service. In addition, the rates were comparable to or higher than those charged by Long Island Auto whose service prior to that time had been satisfactory.

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 reasons why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

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

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



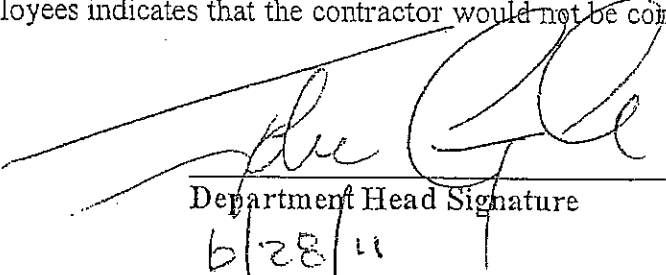
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

6/28/11  
\_\_\_\_\_  
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*



## GUIDELINES FOR DISCLOSURE

The County Legislature requires the following information prior to consideration:

- Names and business addresses and telephone numbers of all Principals

The term "Principal" means a stockholder, officer, director, partner, member, or other controlling person of a business or entity including the following: a corporation, professional service corporation, joint stock company, general or limited partnership, limited association, limited liability company (including a professional service limited liability company), foreign liability company (including a foreign professional service limited liability company), joint venture, real estate investment trust, business trust or other trust, or sole proprietorship.

If an entity is traded on a public exchange then the above disclosure is not required, but a copy of the disclosure required by the SEC must accompany the proposed resolution together with a statement by the petitioner or its attorney that the company is publicly traded.

Craig Roberts

Long Island Auto Appraisers, Inc.

Craig Roberts owns 100% of the stock

The business is incorporated in the State of New York

The corporation is not publicly traded



AMENDMENT NO. 1

AMENDMENT, dated as of 3/11/11, 2011 (together with any appendices or exhibits hereto), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Attorney's Office, having its principal contact offices at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Long Island Auto Appraisers, Inc. ("LIAA"), a corporation having its principal office at P.O. Box 110, East Meadow, New York 11554 (the "Contractor").

WITNESSETH

WHEREAS, pursuant to County contract number CQAT10000001 between the County and the Contractor, executed on behalf of the County on March 11, 2010 (the "Original Agreement"), the Contractor performed and continues to perform certain services for the County in performing property damage appraisals related to vehicles and machinery, which services are more fully described in the Original Agreement, the services contemplated by the Original Agreement, the "Services"; and

WHEREAS, the term of the Original Agreement is from January 1, 2010 through December 31, 2010 (the "Original Term"); and

WHEREAS, the County and the Contractor desire to extend the term of the Original Agreement for a period of one (1) year;

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

1. Term. The Original Term shall be extended by twelve months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 2011.
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of this Amended Agreement.



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

LONG ISLAND AUTO APPRAISERS, INC.

By: Craig Roberts  
Name: Craig Roberts  
Title: PRESIDENT  
Date: 8/31/11

NASSAU COUNTY

By: [Signature]  
Name: Richard R. Walker  
Title: Deputy County Executive  
Date: 8/31/11

PLEASE EXECUTE IN BLUE INK

Subscribed before me on this  
11th day of March 2011

KELLY CORNFIELD  
Notary Public, State of New York  
No 01C06177369  
Qualified in Nassau County  
COMMISSION EXPIRES 11/13/2011

[Signature]

[Signature]  
DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6270832  
EXPIRES 7/23/2015

Subscribed before me on  
Tuesday 31st August  
2011



Contract ID#: CQAT10000001



Certified copy  
received on 06/05/2012  
Department: County Attorney  
L12

**E-100-12**

## Contract Details

SERVICES: Property damage appraisals for automobiles

NIFS ID #: CLAT12000009 NIFS Entry Date: 03/15/2012 Term: from January 1, 2010 - December 31, 2012

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

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

## Agency Information

Vendor	
Name Long Island Auto Appraisers, Inc.	Vendor ID# [REDACTED]
Address P.O. Box 110 East Meadow, New York 11554	Contact Person Craig Roberts--Sheryl
	Phone [REDACTED]

County Department	
Department Contact Daniel Gregware	
Address 1 West St. Mineola, New York 11501	
Phone (516) 571-1675	

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
3/22/12	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	3/22/12	Lisa Lo Curto	
	OMB	NIFS Approval <input type="checkbox"/>	3/20/12	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/5/12	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	4/5/12	[Signature]	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	4/16/12	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/> Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	4/18/12	Gregory A. May	
	County Attorney	NIFS Approval <input type="checkbox"/>	5/1/12	[Signature]	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	5/15/12	[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	4/19/12	[Signature]	





## Contract Summary

Description: Amendment # 2
Purpose: This is an amendment to a contract with a company that provides property damage appraisals relative to motor vehicles in accidents with automobiles owned by Nassau County.
Method of Procurement: Amendment to an existing contract.
Procurement History: In November 2009, the County Attorney's office sought bids from three property damage appraisal firms. One (Complete Claims Service, Hicksville) was considerably more expensive and a second firm's (AAB Services, Inc., Mineola) rates were comparable to or higher than those charged by Long Island Auto whose services prior to this contract have been satisfactory.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: \$.01
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE500
Transaction:	

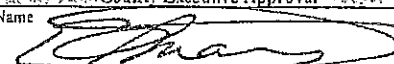
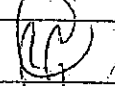
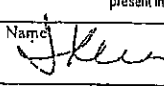
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$.01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE500	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$.01</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 4/19/12
Date: 5/18/12	Date: 5/17/12	E #:



E-100-12

RULES RESOLUTION NO. 105 2012

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 OFFICE OF THE COUNTY ATTORNEY AND LONG ISLAND AUTO APPRAISERS, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 5-7-12  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County of Nassau, has negotiated an amendment to a personal services agreement with Long Island Auto Appraisers, Inc. for property damage appraisal 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 Long Island Auto Appraisers, Inc.



RULES RESOLUTION NO. 2012

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 OFFICE OF THE COUNTY ATTORNEY AND LONG ISLAND AUTO APPRAISERS, INC.

WHEREAS, the County of Nassau, has negotiated an amendment to a personal services agreement with Long Island Auto Appraisers, Inc. for property damage appraisal 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 Long Island Auto Appraisers, Inc.



George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Long Island Auto Appraisers, Inc. (CLAT12000009)

CONTRACTOR ADDRESS: P.O. Box 110, East Meadow, New York 11554

FEDERAL TAX ID #: [REDACTED]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [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 March 11, 2010. This is an amendment to the scope of the contract or RFP (copies of the relevant pages are attached). The original contract entered into after a bidding process from three property damage appraisal firms. One firm (Comp Claims Service) was considerably more expensive and a second firm's (AAB Services, Inc., Mineola) rates were comparable to or higher than those charged by Long Island Auto whose services prior to this contract have been satisfactory.

**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 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 service 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 service required through an inter-municipal agreement.



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

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

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

*In addition, if this is a contract with an individual or with an entity that has only one or two employees:*

☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Lisa Lo Curto  
Department Head Signature

3/22/12  
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*



## GUIDELINES FOR DISCLOSURE

The County Legislature requires the following information prior to consideration:

- Names and business addresses and telephone numbers of all Principals.

The term "Principal" means a stockholder, officer, director, partner, member, or other controlling person of a business or entity including the following: a corporation, professional service corporation, joint stock company, general or limited partnership, limited association, limited liability company (including a professional service limited liability company), foreign liability company (including a foreign professional service limited liability company), joint venture, real estate investment trust, business trust or other trust, or sole proprietorship.

If an entity is traded on a public exchange then the above disclosure is not required, but a copy of the disclosure required by the SEC must accompany the proposed resolution together with a statement by the petitioner or its attorney that the company is publicly traded.

[REDACTED]

President

Sole owner (100% of the stock)



## AMENDMENT NO. 2

AMENDMENT, (together with any appendices or exhibits attached hereto, this "Amendment"), dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Long Island Auto Appraisers, Inc. ("LIAA"), a corporation with an office located at P.O. Box 110, East Meadow, New York 11554 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number COAT10000001 between the County and the Contractor, executed on behalf of the County on March 11, 2010, and as amended by amendment one (1), County contract amendment number CLAT11000009, executed on behalf of the County on August 31, 2011 (the "Original Agreement"), the Contractor performed and continues to perform certain services for the County in connection with performing property damage appraisals related to vehicles and machinery, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2010 through December 31, 2011, subject to extension or sooner termination as provided for in the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Fifteen Thousand Dollars (\$15,000.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to extend the term of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2012.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

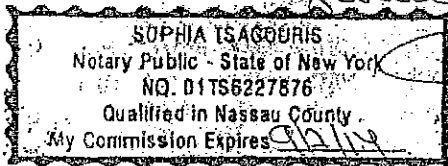
[Remainder of Page Intentionally Left Blank]



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

LONG ISLAND AUTO APPRAISERS, INC.

March 1<sup>st</sup> 2012  
NASSAU COUNTY  
NY State  
Notary Public



By: Craig Roberts  
Name: CRAIG ROBERTS  
Title: PRESIDENT  
Date: 3/7/2012

NASSAU COUNTY

By: [Signature]  
Name: Richard R. Walker  
Title: County Executive  
☒ Deputy County Executive  
Date: 5/23/12

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 7<sup>th</sup> day of March in the year 2012 before me personally came CRAIG ROBERTS to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PRESIDENT of LONG ISLAND AUTO APPRAISERS, 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

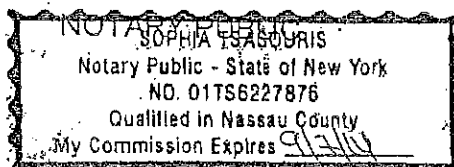
*Craig Roberts*

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 7<sup>th</sup> day of March in the year 2012 before me personally came Craig Roberts 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.



*Sophia Tsakouris*



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

On the 23 day of May in the year 2012 before me personally came Richard P. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is 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. 01PE8269028  
Qualified in Nassau County  
Commission Expires April 02, 2016



Certified copy of contract  
received on 05/07/2013  
11

Contract ID#: CQAT10000001



Department: County Attorney

**E-82-13**

## Contract Details

SERVICES: Property damage appraisals for automobiles

NIFS ID #: CLAT13000009 NIFS Entry Date: 02/11/2013 Term: January 1, 2010 - December 31, 2013

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment # 3 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

## Agency Information

Vendor	
Name Long Island Auto Appraisers, Inc.	Vendor ID# [REDACTED]
Address P.O. Box 110 East Meadow, New York 11554	Contact Person Craig Roberts
	Phone [REDACTED]

County Department
Department Contact Daniel Gregware
Address 1 West St. Mineola, New York 11501
Phone (516) 571-1675

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>			
	OMB	NIFS Approval <input type="checkbox"/>	3/19/13	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/22/13	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	3/22/13	[Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>	03/28/13	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/> Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	3/28/13	[Signature]	
	County Attorney	NIFS Approval <input type="checkbox"/>	04/15/13	[Signature]	
	County Comptroller	NIFS Approval <input type="checkbox"/>	4/23/13	[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	3/28/13	[Signature]	



Contract ID#: CQAT10000001

Department: County Attorney

## Contract Summary

Description: Amendment # 3

**Purpose:** This is an amendment to a contract with a contractor that provides property damage appraisals relating to motor vehicles in accidents with automobiles owned by Nassau County. This amendment extends the term for one additional year and increases funding by \$3,000.00.

**Method of Procurement:** Amendment to an existing contract. See below for procurement history.

**Procurement History:** In November 2009, the County Attorney's office sought bids from three property damage appraisal firms. One firm (Complete Claims Service, Hicksville) was considerably more expensive and a second firm's (AAB Services, Inc., Mineola) rates were comparable to or higher than those charged by Long Island Auto whose services prior to this contract have been satisfactory.

**Description of General Provisions:** As described above.

**Impact on Funding / Price Analysis:** \$3,000.00

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE500
Transaction:	

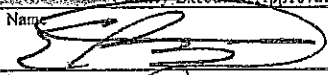

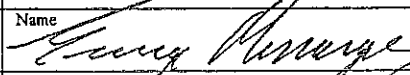
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$3,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$3,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE500	\$3,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$3,000.00</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: <u>3/28/13</u>
Date: <u>4/24/13</u>	Date: <u>4/23/13</u>	(For Office Use Only)
		E #:



E-82-13

RULES RESOLUTION NO. 123 - 2013

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 OFFICE OF THE NASSAU COUNTY ATTORNEY,  
AND LONG ISLAND AUTO APPRAISERS, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 9/8/13  
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 Long Island Auto Appraisers, Inc. to provide property damage appraisal 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 the agreement with Long Island Auto Appraisers, Inc.



RULES RESOLUTION NO.      - 2013

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 OFFICE OF THE NASSAU COUNTY ATTORNEY,  
AND LONG ISLAND AUTO APPRAISERS, INC.

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with Long Island Auto Appraisers, Inc. to provide  
property damage appraisal 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 the agreement with Long Island Auto Appraisers, Inc.



George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Long Island Auto Appraisers, Inc. (CLAT13000009)

CONTRACTOR ADDRESS: P.O. Box 110, East Meadow, New York 11554

FEDERAL TAX ID #: [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [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. X This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on March 11, 2010, and thereafter amended. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after in November 2009, the County Attorney's office sought bids from three property damage appraisal firms. One firm (Complete Claims Service, Hicksville) was considerably more expensive and a second firm's (AAB Services, Inc., Mineola) rates were comparable to or higher than those charged by Long Island Auto whose services prior to this contract have been satisfactory.

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

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

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

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



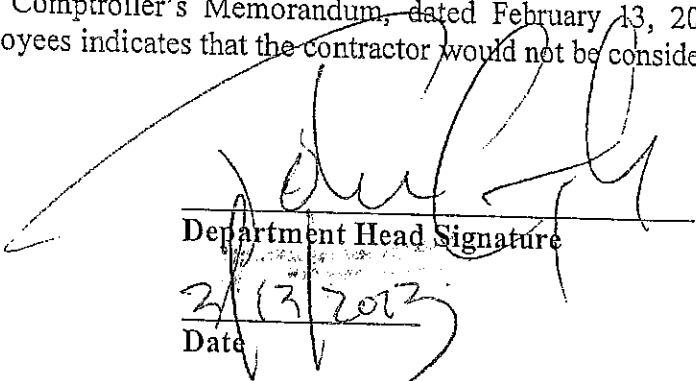
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

*In addition, if this is a contract with an individual or with an entity that has only one or two employees:*

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

2/13/2013  
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*



## GUIDELINES FOR DISCLOSURE

The County Legislature requires the following information prior to consideration:

- Names and business addresses and telephone numbers of all Principals.

The term "Principal" means a stockholder, officer, director, partner, member, or other controlling person of a business or entity including the following: a corporation, professional service corporation, joint stock company, general or limited partnership, limited association, limited liability company (including a professional service limited liability company), foreign liability company (including a foreign professional service limited liability company), joint venture, real estate investment trust, business trust or other trust, or sole proprietorship.

If an entity is traded on a public exchange then the above disclosure is not required, but a copy of the disclosure required by the SEC must accompany the proposed resolution together with a statement by the petitioner or its attorney that the company is publicly traded.

President:

Craig Roberts

PO Box 110

East Meadow, NY 11554

100% ownership



### AMENDMENT NO. 3

AMENDMENT, (together with any appendices or exhibits attached hereto, this "Amendment"), dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Long Island Auto Appraisers, Inc. ("LIAA"), a corporation with an office located at P.O. Box 110, East Meadow, New York 11554 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000001 between the County and the Contractor, executed on behalf of the County on March 11, 2010, as amended by amendment one (1), County contract amendment number CLAT11000009, executed on behalf of the County on August 31, 2011, and as amended by amendment two (2), County contract amendment number CLAT12000009, executed on behalf of the County on May 23, 2012 (the "Original Agreement"), the Contractor performs certain services for the County in connection with property damage appraisals related to vehicles and machinery, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2010 through December 31, 2012, subject to extension or sooner termination as provided for in the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Fifteen Thousand Dollars (\$15,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2013.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Thousand Dollars (\$3,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Eighteen Thousand Dollars (\$18,000.00) (the "Amended Maximum Amount")



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 Effective Date.

LONG ISLAND AUTO APPRAISERS, INC.

By: Craig Roberts  
Name: CRAIG ROBERTS  
Title: PRESIDENT  
Date: 2/6/13

NASSAU COUNTY

By: Richard E. Walker  
Name: Richard E. Walker  
Title: County Executive  
Chung Deputy County Executive  
Date: 4/30/13

PLEASE EXECUTE IN BLUE INK

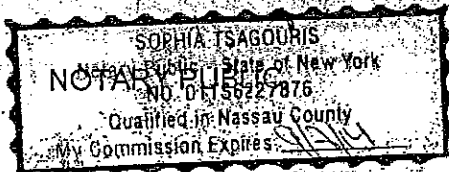


STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 16<sup>th</sup> day of February 2013 in the year 2013 before me personally came CRAIG ROBERTS to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PRESIDENT of LONG ISLAND AUTO APPRAISERS 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.



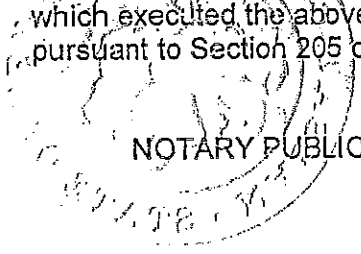
*Sophia Tsagouris*

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 30 day of April in the year 2013 before me personally came Richard Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.



*Concetta A. Petrucci*

CONCETTA A PETRUCCI  
Notary Public, State of New York  
No. 01PE6259026  
Qualified in Nassau County  
Commission Expires April 02, 2016



Contract ID#: CQAT10000001



Certified contract  
received on 03/28/2014  
Department: County Attorney

LR

E-48-14

## Contract Details

SERVICES: Property damage appraisals for automobiles

NIFS ID #: CLAT14000004 NIFS Entry Date: 01/16/2014 Term: January 1, 2010 - December 31, 2014

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment # 4 X
Time Extension X
Addl. Funds X
Blanket Resolution <input type="checkbox"/>
RES#

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

## Agency Information

Vendor	
Name Long Island Auto Appraisers, Inc.	Vendor ID# [REDACTED]
Address P.O. Box 110 East Meadow, New York 11554	Contact Person Craig Roberts
	Phone [REDACTED]

County Department
Department Contact Daniel Gregware
Address 1 West St. Mineola, New York 11501
Phone (516) 571-1675

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		[Signature]	
	OMB	NIFS Approval	1/21/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/4/14	County Attorney	CA RE&I Verification	2/4/14	[Signature]	
	County Attorney	CA Approval as to form	2/4/14	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Leg. [ ] Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	Fw'd Original K to CA	2/5/14	[Signature]	
	County Attorney	NIFS Approval	3/20/14	[Signature]	
	County Comptroller	NIFS Approval	3/20/14	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	3/19/14	[Signature]	





## Contract Summary

<b>Description:</b> Amendment # 4
<b>Purpose:</b> This is an amendment to a contract with a contractor that provides property damage appraisals relating to motor vehicles in accidents with automobiles owned by Nassau County. This amendment extends the term for one additional year and increases funding by \$5,000.00.
<b>Method of Procurement:</b> Amendment to an existing contract. See below for procurement history.
<b>Procurement History:</b> In November 2009, the County Attorney's office sought bids from three property damage appraisal firms. One firm (Complete Claims Service, Hicksville) was considerably more expensive and a second firm's (AAB Services, Inc., Mineola) rates were comparable to or higher than those charged by Long Island Auto whose services prior to this contract have been satisfactory.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$5,000.00
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE500
Transaction:	

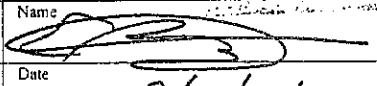


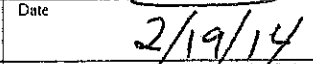
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$5,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$5,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE500	\$5,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$5,000.00</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 
Date: 3/21/14	Date: 3/20/14	Date: 2/19/14
		E #: _____



E-48-14

RULES RESOLUTION NO. 44-2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY,  
AND LONG ISLAND AUTO APPRAISERS, INC.

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 3-10-14

VOTING:

ayes 6 nays 0 abstained 0 recused 0

Legislators present: 6

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with Long Island Auto Appraisers, Inc. to provide  
property damage appraisal 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 the agreement with Long Island Auto Appraisers, Inc.



RULES RESOLUTION NO.     – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY,  
AND LONG ISLAND AUTO APPRAISERS, INC.

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with Long Island Auto Appraisers, Inc. to provide  
property damage appraisal 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 the agreement with Long Island Auto Appraisers, Inc.



George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Long Island Auto Appraisers, Inc. (CLAT14000004)

CONTRACTOR ADDRESS: P.O. Box 110, East Meadow, New York 11554

FEDERAL TAX ID #: [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [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. X This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on March 11, 2010, and thereafter amended. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after in November 2009, the County Attorney's office sought bids from three property damage appraisal firms. One firm (Complete Claims Service, Hicksville) was considerably more expensive and a second firm's (AAB Services, Inc., Mineola) rates were comparable to or higher than those charged by Long Island Auto whose services prior to this contract have been satisfactory.

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

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

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

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



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

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

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

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*



## GUIDELINES FOR DISCLOSURE

The County Legislature requires the following information prior to consideration:

- Names and business addresses and telephone numbers of all Principals.

The term "Principal" means a stockholder, officer, director, partner, member, or other controlling person of a business or entity including the following: a corporation, professional service corporation, joint stock company, general or limited partnership, limited association, limited liability company (including a professional service limited liability company), foreign liability company (including a foreign professional service limited liability company), joint venture, real estate investment trust, business trust or other trust, or sole proprietorship.

If an entity is traded on a public exchange then the above disclosure is not required, but a copy of the disclosure required by the SEC must accompany the proposed resolution together with a statement by the petitioner or its attorney that the company is publicly traded.

CRAIG ROBERTS

P.O. Box 110

EAST MEADOW, NY 11554

[REDACTED]



#### AMENDMENT NO. 4

AMENDMENT, (together with any appendices or exhibits attached hereto, this "Amendment"), dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Long Island Auto Appraisers, Inc. ("LIAA"), a corporation with an office located at P.O. Box 110, East Meadow, New York 11554 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000001 between the County and the Contractor, executed on behalf of the County on March 11, 2010, as amended by amendment one (1), County contract amendment number CLAT11000009, executed on behalf of the County on August 31, 2011, as amended by amendment two (2), County contract amendment number CLAT12000009, executed on behalf of the County on May 23, 2012, and as amended by amendment three (3), executed on behalf of the County on April 30, 2013 (the "Original Agreement"), the Contractor performs certain services for the County in connection with property damage appraisals related to vehicles and machinery, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2010 through December 31, 2013, subject to extension or sooner termination as provided for in the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Eighteen Thousand Dollars (\$18,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Thousand Dollars (\$5,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Twenty-three Thousand Dollars (\$23,000.00) (the "Amended Maximum Amount")



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 Effective Date.

LONG ISLAND AUTO APPRAISERS, INC.

By: Craig Roberts  
Name: CRAIG ROBERTS  
Title: PRESIDENT  
Date: 1/9/2014

NASSAU COUNTY

By: [Signature]  
Name: Tom Sullivan  
Title: County Executive  
☒ Deputy County Executive OF Finance  
Date: 3/25/14

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

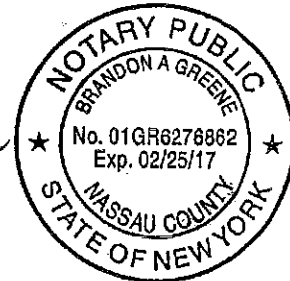
)ss.:

COUNTY OF NASSAU )

On the 9<sup>th</sup> day of January in the year 2014 before me personally came Craig S. Roberts to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the PRESIDENT of LIAA, 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

*Brandon A. Greene*



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 25<sup>th</sup> day of March in the year 2014 before me personally came Timothy Sullivan 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. 01PEC259026

Qualified in Nassau County  
Commission Expires April 02, 2016



Contract ID#: CQAT10000001



Certified contract  
received on 01/06/2015  
Department: County Attorney

f n

**E-14-15****Contract Details**

SERVICES: Property damage appraisals for automobiles and machinery

NIFS ID #: CLAT140000036 NIFS Entry Date: 12/15/2014 Term: January 1, 2010 – December 31, 2015 (03)

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment # 5 X
Time Extension X
Addl. Funds X
Blanket Resolution <input type="checkbox"/>
RES#

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

**Agency Information**

Vendor	
Name Long Island Auto Appraisers, Inc.	Vendor ID# 112813241-01
Address P.O. Box 110 East Meadow, New York 11554	Contact Person Craig Roberts
	Phone 

County Department	
Department Contact Daniel Gregware	
Address 1 West St. Mineola, New York 11501	
Phone (516) 571-1675	

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>			
	OMB	NIFS Approval <input type="checkbox"/>	12/12/14		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/6/15	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	1/6/15		
	County Attorney	CA Approval as to form <input type="checkbox"/>	1/10/2015		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input checked="" type="checkbox"/>	1/16/15		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	02/19/2015		
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	3/11/15		
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	3/17/15		





## Contract Summary

<b>Description:</b> Amendment # 5
<b>Purpose:</b> This is an amendment to a contract with a contractor that provides property damage appraisals relating to vehicles and machinery. This amendment extends the term for one additional year and increases funding by \$7,500.00, but is only initially encumbering \$1,500.
<b>Method of Procurement:</b> Amendment to an existing contract. See below for procurement history.
<b>Procurement History:</b> In November 2009, the County Attorney's office sought bids from three property damage appraisal firms. One firm (Complete Claims Service, Hicksville) was considerably more expensive and a second firm's (AAB Services, Inc., Mineola) rates were comparable to or higher than those charged by Long Island Auto whose services prior to this contract have been satisfactory.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$7,500.00 max amount increase, but only \$1,500.00 initial encumber <sup>total</sup> as per the contract. <span style="float: right;">(b)(3)</span>
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE500
Transaction:	

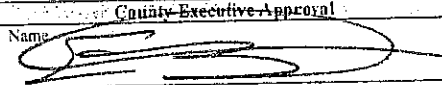


RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$7,500.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$7,500.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE500	\$1,500.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$7,500.00</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name: 
Name: 		Name: 	Date: 7/16/15
Date: 7/15/15		Date: 7/17/15	(For Office Use Only)
			E #:



E-14-15

RULES RESOLUTION NO. 23-2015

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 OFFICE OF THE NASSAU COUNTY ATTORNEY,  
AND LONG ISLAND AUTO APPRAISERS, INC.

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 2/9/15

VOTING:

yes 6 no 0 abstained 0 recused 0

Legislators present:

WHEREAS, the County has negotiated an amendment to a personal services agreement with Long Island Auto Appraisers, Inc. to provide property damage appraisal 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 the agreement with Long Island Auto Appraisers, 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 OFFICE OF THE NASSAU COUNTY ATTORNEY,  
AND LONG ISLAND AUTO APPRAISERS, INC.

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with Long Island Auto Appraisers, Inc. to provide  
property damage appraisal 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 the agreement with Long Island Auto Appraisers, Inc.



George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Long Island Auto Appraisers, Inc. (CLAT14000036)

CONTRACTOR ADDRESS: P.O. Box 110, East Meadow, New York 11554

FEDERAL TAX ID #: [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [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. X This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on March 11, 2010, and thereafter amended. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after in November 2009, the County Attorney's office sought bids from three property damage appraisal firms. One firm (Complete Claims Service, Hicksville) was considerably more expensive and a second firm's (AAB Services, Inc., Mineola) rates were comparable to or higher than those charged by Long Island Auto whose services prior to this contract have been satisfactory.

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

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

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

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



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

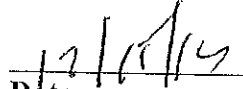
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation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

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

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:**

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*



**DISCLOSURE**

Long Island Auto Appraisers, Inc.  
P.O. Box 110  
East Meadow, NY 11554

Principal (100%):

Craig Roberts

[REDACTED]  
[REDACTED]  
[REDACTED]



LINK TO:

VENDOR SUMMARY

12/22/2014

3:07 PM

ACTIVE

FISCAL MO/YEAR : 13 2013

VENDOR NUMBER : 01 LONG ISLAND AUTO APPRAISERS

VENDOR ALPHA : LONG ISLAND AUTO APPRAISE

S	VENDOR SUMMARY	ADADJ2013	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES	.00	-1,316.00	7.12
	RETAINAGES	.00	.00	.00
	ACCRUALS	.00	-520.00	26.00
	PAYMENTS	.00	4,836.00	63,056.95
	CASH RECEIPTS	.00	.00	.00
	ACCT RECVABLE	.00	.00	.00
	1099 TOTALS	.00	4,836.00	4,836.00
	B/U WITHHOLDING	.00	.00	.00
	B/U WITH PAID	.00	.00	.00
	TX LIEN W/HELD	.00	.00	.00
	TAX LIENS PAID	.00	.00	.00
	ST BCKUP W/HOLD	.00	.00	.00
	ST BU W/H PAID	.00	.00	.00
F1-HELP	F2-SELECT	F4-PRIOR	F5-NEXT	

F9-LINK

G014 - RECORD FOUND



## **AMENDMENT NO. 5**

AMENDMENT, (together with any appendices or exhibits attached hereto, this "Amendment"), dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Long Island Auto Appraisers, Inc. ("LIAA"), a corporation with an office located at P.O. Box 110, East Meadow, New York 11554 (the "Contractor").

### **WITNESSETH:**

WHEREAS, pursuant to County contract number CQAT10000001 between the County and the Contractor, executed on behalf of the County on March 11, 2010, as amended by amendment one (1), County contract amendment number CLAT11000009, executed on behalf of the County on August 31, 2011, as amended by amendment two (2), County contract amendment number CLAT12000009, executed on behalf of the County on May 23, 2012, as amended by amendment three (3), executed on behalf of the County on April 30, 2013, and as amended by amendment four (4), executed on behalf of the County on March 25, 2014 (the "Original Agreement"), the Contractor performs certain services for the County in connection with property damage appraisals related to vehicles and machinery, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2010 through December 31, 2014, subject to extension or sooner termination as provided for in the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Twenty-three Thousand Dollars (\$23,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term, increase the Maximum Amount, and amend the Compliance with Law Section of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seven Thousand Five Hundred Dollars (\$7,500.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement



shall be Thirty Thousand Five Hundred Dollars (\$30,500.00) (the "Amended Maximum Amount").

3. Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. The Contractor further acknowledges that the first encumbrance shall be One Thousand Five Hundred Dollars (\$1,500.00). Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Compliance with Law. Section 6 of the Original Agreement is hereby deleted in its entirety and restated as follows:

"6. Compliance with Law. (a) Generally. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached hereto as Appendix



L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]



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

LONG ISLAND AUTO APPRAISERS, INC.

By: Craig Roberts  
Name: CRAIG ROBERTS  
Title: PRESIDENT  
Date: 12/5/14

NASSAU COUNTY

By: [Signature]  
Name: Charles Robinson  
Title: County Executive  
☒ Deputy County Executive  
Date: 2/25/15

PLEASE EXECUTE IN BLUE INK



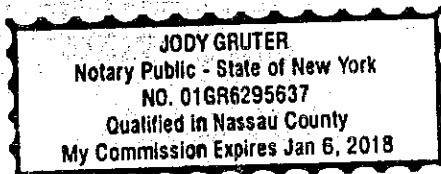
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 8<sup>th</sup> day of December in the year 2014 before me personally came Craig Roberts to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the president of Long Island Auto Appraisers, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 25<sup>th</sup> day of March 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. 01PE0250026  
Qualified in Nassau County  
Commission Expires April 02, 2016



## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all



proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to



the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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



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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for



M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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



Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Craig Roberto (Name)  
[REDACTED] (Address)  
[REDACTED] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_



5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated 12 | 8 | 14

Craig Roberts  
Signature of Chief Executive Officer

CRAIG ROBERTS  
Name of Chief Executive Officer

Sworn to before me this

8th day of December, 2014.

[Signature]  
Notary Public

JODY GRUTER  
Notary Public - State of New York  
NO. 01GR6295637  
Qualified in Nassau County  
My Commission Expires Jan 6, 2018



1. The first part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt, \quad x \in \mathbb{R}.$$

It is shown that the function  $f(x)$  is strictly increasing and concave down on the interval  $(-\infty, \infty)$ .

2. The second part of the paper is devoted to the study of the properties of the function  $g(x)$  defined by the equation

$$g(x) = \int_0^x \frac{1}{1+t^2} dt, \quad x \in \mathbb{R}.$$



COUNTY OF NASSAU

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

1. Name of the Entity: LONG ISLAND AUTO APPRAISERS  
Address: P.O. Box 110  
City, State and Zip Code: EAST MEADOW, NY 11554
2. Entity's Vendor Identification Number: \_\_\_\_\_
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp \_\_\_\_\_ Other (specify)

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

CRAIG ROBERTS [REDACTED]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CRAIG ROBERTS [REDACTED]  
\_\_\_\_\_  
\_\_\_\_\_



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

NONE

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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. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

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

NONE

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

NONE

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

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

Dated: 1/20/16

Signed: Craig Roberts

Print Name: CRAIG ROBERTS

Title: PRESIDENT







**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.







**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: 2/18/2016

1) Bidder's/Proposer's Legal Name: LONG ISLAND AUTO APPRAISERS

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

3) Mailing Address (if different): P.O. Box 110, East Meadow, NY 11554

Phone: [REDACTED]

Does the business own or rent its facilities? NOT - APPLICABLE

4) Dun and Bradstreet number: NONE

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

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). \_\_\_\_\_



[REDACTED]

[REDACTED]

[REDACTED]



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. \_\_\_\_\_

NO CONFLICT EXISTS - I WILL NOTIFY THE COUNTY IN WRITING IF ANY POTENTIAL CONFLICT ARISES  
\_\_\_\_\_





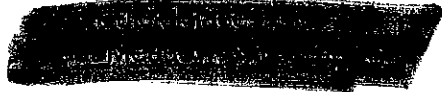


**LIAA**

P. O. Box 110  
East Meadow, New York 11554  
516/579-3173  
516/579-3185 FAX

Date of formation 3/1/1986

Principal (100%) Craig Roberts



State of incorporation New York

Number of employees 1

Annual revenue \$135,000.00

Number of years in business 30



1000

1000



- 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 **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 NY/NJ CLAIMS

Contact Person JOHN PATTERSON

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # NOT APPLICABLE

E-Mail Address [REDACTED]

---



[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]



Company CHEROKEE INSURANCE  
Contact Person CHRISTOPHER MAHAFFY  
Address 34200 MOUND ROAD  
City/State STERLING HEIGHTS, MI 48310  
Telephone 800/201-0450  
Fax # NOT APPLICABLE  
E-Mail Address CMAHAFFY@CHEROKEEINSURANCE.COM

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Company FIDUCIARY INSURANCE  
Contact Person KIMESHA BARNES  
Address 45-07 DAVIS STREET  
City/State LONG ISLAND CITY, NY 11101  
Telephone 718/706-7114  
Fax # NOT APPLICABLE  
E-Mail Address KBARNES@FICAGROUP.COM

- 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.



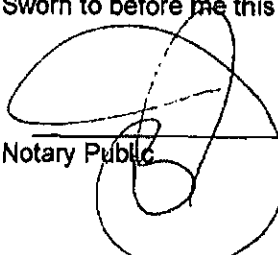


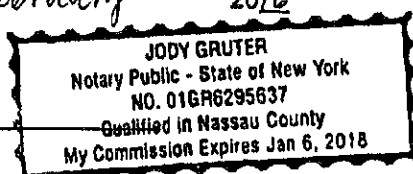


A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT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

I, CRAIG ROBERTS, 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 19 day of February 2016

Notary Public 



Name of submitting business: LONG ISLAND AUTO APPRAISERS

By: CRAIG ROBERTS Print

Craig Roberts  
Signature

PRESIDENT  
Title

2, 19, 16 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 CRAIG ROBERTS  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address P.O. Box 110  
City/state/zip EAST MEADOW, NY 11554  
Telephone [REDACTED]  
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 03 / 01 / 1986 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
NO \_\_\_\_\_ YES ☒ If Yes, provide details. **FULL OWNER**
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES \_\_\_\_\_ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES \_\_\_\_\_; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES \_\_\_\_\_ If Yes, provide details.



[REDACTED]

[REDACTED]



**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.







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







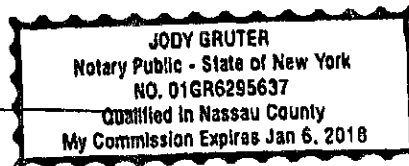
**CERTIFICATION**

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, CRAIG ROBERTS, 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 19 day of February 2016

Notary Public



LONG ISLAND AUTO APPRAISERS

Name of submitting business

CRAIG ROBERTS

Print name

Craig Roberts

Signature

PRESIDENT

Title

2, 19, 16

Date



