



Nassau County
Office of Purchasing

Staff Summary A-50-2020

Subject: Bridge Repair Services S/B # 91366-04090-050)
Department: Department of Shared Services, Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date: July 23, 2020
Vendor Name: Hinck Electrical Contractor Inc.
Contract Number A-50-2020
Contract Manager Name Timothy Funaro

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
<i>DF</i>	Dept. Head		
	Budget	8/31/20 <i>[Signature]</i>	County Atty.
	Deputy C.E.	9/1/20 <i>[Signature]</i>	County Exec.

Narrative

Purpose: To authorize and award a blanket purchase order for Bridge Repair Services for the Nassau County Department of Public Works.

Discussion: This solicitation was advised in Newsday and posted to the Nassau County Bid Solicitation Board:

23 Vendors viewed the bid	3 Minority Owned	4 Small business
3 Woman Owned Business	2 Veterans Owned	
0 Service Disabled (Veteran) owned		

One bid was received from Hinck Electrical Contractor Inc who did not identify in any category above.

A copy of the bid was sent to Minority Affairs and CSEA.

Impact on Funding: The maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services shall be Two Million Dollars (\$2,000,000.) from general fund index code PWGEN0250.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to Hinck Electrical Contract Inc. as the lowest responsible bidder meeting specifications.

APPROVED:

[Signature] 8/25/20

INSURANCE SECTION

REAL ESTATE, INSURANCE AND
PROPERTY MANAGEMENT

(DATE)

2020 OCT 27 130 0720

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE BLANKET ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND HINCK ELECTRICAL CONTRACTOR INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 91366-04090-050 for Bridge Repair Services for The Nassau County Department of Public Works as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Hinck Electrical Contractor Inc. meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase Order with Hinck Electrical Contractor Inc.

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-50-2020


FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: August 03, 2020

SUBJECT: RESOLUTION – THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE BLANKET ORDER IN THE AMOUNT OF TWO MILLION DOLLARS (\$2,000,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO HINCK ELECTRICAL CONTRACTOR INC. FOR BRIDGE REPAIR SERVICES.

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


MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br

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





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:
John G Buck [JOHN.BUCK@HINCKELECTRIC.COM]

Dated: 06/29/2020 11:42:10 AM

Vendor: Hinck Electrical Contractor, Inc.

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

Not Applicable

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

None

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

None

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

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Electronically signed and certified at the date and time indicated by:
John G. Buck [JOHN.BUCK@HINCKELECTRIC.COM]

Dated: 06/29/2020 11:43:15 AM

Vendor: Hinck Electrical Contractor, Inc.

Title: President

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

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Frederick Finley
Date of birth: 01/30/1976
Home address: 448 Stratford Road
City: S. Hempstead State/Province/Territory: NY Zip/Postal Code: 11550
Country: US

Business Address: 75 Orville Drive, Suite 1
City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716
Country: US
Telephone: 6312777700

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>11/01/1998</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

37% owner

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

9.

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

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

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

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

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

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

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

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

I, Fred Finley , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Hinck Electrical Contractor, Inc.

Name of submitting business

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

Fred Finley [FRED.FINLEY@HINCKELECTRIC.COM]

Secretary

Title

07/22/2020 09:23:15 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Craig Hinck
Date of birth: 12/24/1966
Home address: 806 Aberdeen Road
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706
Country: US
- Business Address: 75 Orville Drive Suite 1
City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716
Country: US
Telephone: 6312777700
- Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>08/05/1993</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

13% ownership

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9.

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

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

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

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

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

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

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

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

I, Craig Hinck , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Hinck Electrical Contractor, Inc.

Name of submitting business

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

Craig Hinck [C.HINCK@HINCKELECTRIC.COM]

Vice President

Title

07/22/2020 09:51:43 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: John G. Buck
Date of birth: 04/09/1963
Home address: 12 Dover Court
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706
Country: US

Business Address: 75 Orville Drive
City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716
Country: US
Telephone: 6312777700

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	<u>01/13/1986</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

50% owner

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

An estimated 160 contracts by NYSDOT, SCDPW, NCDPW, NYS OGS, Town of Islip, Town of Brookhaven, Town of Babylon

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

initiated?

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

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you

been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

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

I, John G. Buck , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Hinck Electrical Contractor, Inc.

Name of submitting business

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

John G. Buck [JOHN.BUCK@HINCKELECTRIC.COM]

President

Title

07/22/2020 10:00:46 AM

Date

Business History Form

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

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

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

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

Date: 11/04/2019

1) Proposer's Legal Name: Hinck Electrical Contractor, Inc.

2) Address of Place of Business: 75 Orville Drive Suite 1

City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 057716078

5) Federal I.D. Number: 11-2215346

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

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

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

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

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any
sanction imposed as a result of judicial or administrative proceedings with respect to any professional license
held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

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

17 Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

if a potential conflict arises we would take the necessary steps required by the county and handle it accordingly.

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

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

07/02/1970

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

John G Buck President 12 Dover Ct Bay Shore NY 11706
Craig Hinck VP 806 Aberdeen Road Bay Shore, NY 11706
Fred Finley Secreatary 448 Stratford Rd S Hempstead NY 11550

No individuals with a financial interest in the company have been attached..

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

John G Buck President 12 Dover Ct Bay Shore NY 11706
Craig Hinck VP 806 Aberdeen Road Bay Shore, NY 11706
Fred Finley Secreatary 448 Stratford Rd S Hempstead NY 11550

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

70

- vi) Annual revenue of firm;

25000000

- vii) Summary of relevant accomplishments

Please see attached

1 File(s) Uploaded: Hinck Packet.pdf

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

B. Indicate number of years in business.

49

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

We are the go to company for bridge work, traffic signal maintenance, airports

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

Company	Town of Islip		
Contact Person	Michael Bruni		
Address	401 Main Street		
City	Islip	State/Province/Territory	NY
Country	US		
Telephone	(631) 491-0081		
Fax #			
E-Mail Address	mbruni@islipny.gov		

Company	De Bruin Engineering		
Contact Person	Phil Campisi		
Address	11 Union Avenue		
City	Bethpage	State/Province/Territory	NY
Country	US		
Telephone	(516) 513-1311		
Fax #			
E-Mail Address	pcampisi@debruinengineering.com		

Company	Town of Babylon		
Contact Person	John Saraceno		
Address	200 East Sunrise Highway		
City	Lindenhurst	State/Province/Territory	NY
Country	US		
Telephone	(631) 957-3106		
Fax #			
E-Mail Address	jsaraceno@townofbabylon.com		

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

I, John G. Buck , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

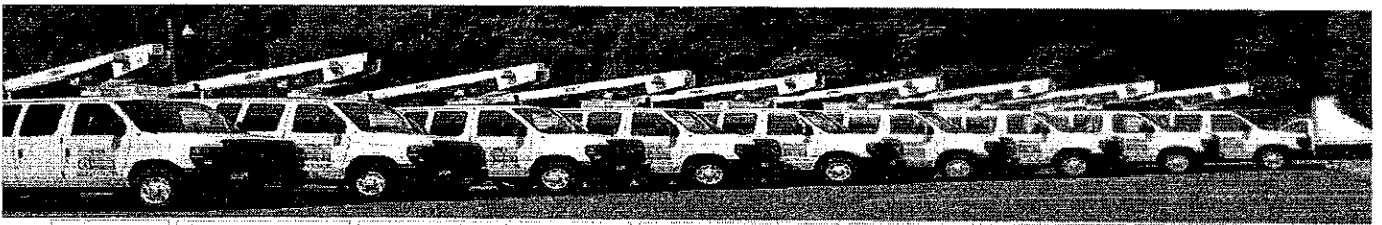
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Hinck Electrical Contractor, Inc.

Electronically signed and certified at the date and time indicated by:
John G. Buck [JOHN.BUCK@HINCKELECTRIC.COM]

President
Title

07/22/2020 02:03:59 PM
Date

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Welcome to Hinck Electrical Contractors.

Excellence in electrical construction since 1970

Since our start, over 48 years ago, we have completed thousands of electrical installations throughout the New York metropolitan area.

Today we are a respected and proven performer in all aspects of electrical construction and maintenance.

News



July 25, 2017: Hinck-Posillico JV Featured in LICA (Long Island Contractors Association)

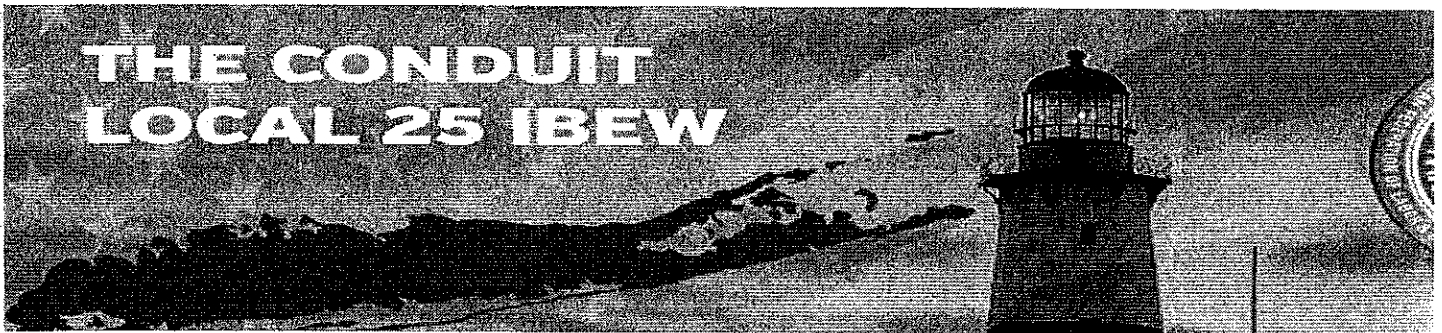
Newsletter.



August 2016: Featured In: Construction in Focus Magazine.



July 2011: Brookhaven, NY Makes Way for Emergency Vehicles.



January / February 2010: BNL's National Synchrotron Light Source II moves forward.

Hinck Electric
LIRR Experience

LIRR Wreck Lead Submarine Cable Replacement Design Build (2015-2017)

Contract Price: \$10,100,000

Owner: LIRR

Completion Date: December 2017

Description: Joint Venture Prime Contract with Posillico a Design Build Project.

The project consisted of completing the LIRR design and replacing all Super Storm Sandy-damaged submarine cables at the Wreck Lead Bridge. This included the installation of nearly two miles of signal, power and communication submarine cables, almost a mile of underwater installed HDPE conduit, 13,000 feet of bridge mounted fiberglass conduit, navigation lights, 600V multi-conductor cables, lab testing of sub cables, new steel platform, related marine support (barges, boats, divers etc.), concrete mattresses and finally, the removal of the existing damaged submarine cables once the new ones were energized.

Babylon Train Wash (2010-2012):

Contract Price: \$1,500,000.00

Owner: LIRR

Completion Date: 2012

Description: Subcontractor to Fortunato to do full installation of all electrical systems for new Train Wash, including Solar Panel installation.

Contact Information: Barney Fortunato (631) 567-7200

Wreck Lead Bridge Submarine Cable Replacement (2007)

Contract Price: \$1,600,000.00

Owner: LIRR {Ron Fioriello & Neville}

Completion Date: 2007

Prime Contractor working directly for LIRR replacing 12 runs of 2000MCM track power submarine cable as well as 2 runs of 37 /C #14 control cable, all the while keeping the existing LIRR Bridge fully operational.

Oyster Bay Railroad Yard (2000)

Contract Price: \$1,400,000.00

Owner: LIRR

Completion Date: January, 2000

Complete electrical work associated with new railroad yard including site lighting, wayside power stations, 2 complete pre-fabricated electrical service buildings, extensive ductbanks along with 600V and 15KV cabling. Contact Information: Penza Associates (631) 242-4146

Speonk Railroad Yard (1998)

Contract Price: \$1,650,000.00

Owner: LIRR

Complete electrical work associated with new railroad yard including site lighting, wayside power stations, 2 complete pre-fabricated electrical service buildings, extensive ductbanks along with 600V and 15KV cabling. Contact Information: Rail Road Construction {973} 242-4146 George

Huntington Railroad Station Rehabilitation (1998):

Contract Price: \$870,000.00

Owner: LIRR

Completion Date: 1998

Complete electrical work associated with new platforms including ductbanks, platform lighting, overpass work, under-platform conduit and cable.

Port Jefferson to Huntington Signal Power Line 2200 Volt (1992)

Contract Price: \$4,022,000.00

Owner: LIRR

Completion Date: June 1992

Job consisted of the installation of 2/C #2/0 5kv cable alongside railroad tracks from Huntington to Port Jefferson along with three generator building, and all associated hi-voltage splicing and termination.

LIRR Wreck Lead Bridge (1989)

Contract Price: \$3,200,000.00

Owner: LIRR

Completion Date: May 15, 1989

Incredibly complex signal, communication and track power electrical job including substantial submarine cables was to be completed in the unheard of time of 7 months. This job is a good representation of how effectively Hinck Electrical has shown itself to be on an extremely complex job in terms of its scheduling and management procedures.

Port Jefferson Fuel Facility (1989)

Contract Price: \$200,000.00

Owner: LIRR

Completion Date: March, 1989

Electrical work associated with new diesel fuel recovery system located under the tracks at Port Jefferson Station including power, leak detection and overfill alarm.

Contact Information: Penza Associates (631) 242-4999 George

Stony Brook Railroad Station (1989)

Contract Price: \$771,000.00

Owner: LIRR

Completion Date: January, 1989

Complete renovation of existing Stony Brook Railroad Station including all electrical work associated with installation of new train platforms, track signaling and communication systems, crossing gates, under track precast conduits, overhead pole lines, etc.

Contact Information: Penza Associates (631) 242-4999

LILCO-LIRR Electrification (1988)

Contract Price: \$3,000,000.00

Owner: LILCO, LIRR

Completion Date: 1988

Job consisted of installation of approximately ten miles of 15kv 750MCM direct burial cable at six different locations within Nassau & Suffolk County between LILCO unit substation and LIRR rectifying stations with all hi-voltage splicing being our responsibility except those within the LILCO Substation.

Ronkonkoma Welfare Building (1987)

Contract Price: \$600,000.00

Owner: LIRR

Completion Date: December, 1987

Job consisted of complete electrical work on a new LIRR maintenance and operation center including 13 track yards, signal and communication work, fire alarm, power: yard switches, track snow and ice melting system, and signaling system. Contact Information: Slattery Associates, Inc. (718) 767-2600 Lenny Fleischman. Long Island Railroad (718) 990-8180 Joe Ferrar

Deer Park, Brentwood, Wyandanch, & Central Islip Train Stations (1987)

Contract Price: \$500,000.00

Owner: LIRR

Completion Date: October, 1987

Job consisted of the electrical work on new stations at each of the above sites including new platform lighting, platform telephones, power, signal and communications.

Hinck Electric
Medium and High Voltage Substation Experience

Village of Rockville Centre Ocean Ave. & Maple Ave. Substations: 2.6 million

Brand new from the ground up 35KV substation at new Ocean Ave. yard as well as addition to existing Maple Ave. substation. Including new substation building, insulators, medium voltage cabling, structural steel, fiber optics, etc.

BNL NSLS II SITE PREPARATION (\$250,000) Furnishing and installation of 15kv primary electric service and telephone service. 15kv splicing and terminations. Installation of supplied primary transformer.

Contact: Tom Nehring (631) 344-5275

BNL AGS MMPS TRANSFORMER YARD UPGRADES (\$120,000) Removal of large existing concrete transformer pads, with monitoring by industrial hygienist. Installation of 2 new large concrete transformer pads, underground conduit, quazite manholes, grounding and blue stone work.

Contact: Dennis Dansiglio (631) 344-5278

BNL ELECTRICAL DISTRIBUTION UPGRADE (\$4,000,000) Refurbishment of BNL's Underground 13.8KV and 2.4KV electrical distribution system.

Contact: Swapna Mukherji (631) 344-2579

BNL 2400V DISTRIBUTION: (\$500,000) Installation of 1000MCM, 750MCM, 600MCM, 500MCM, 5kv, 133% insulation cables through new concrete encased ductbanks including 5kv, Raychem terminations and 5kv splices (some lead splicing)

Contact: Tom Nehring (631) 344-5275

BNL 15KV OVERHEAD POLE LINE: (\$800,000) Installation of 15kv overhead transmission lines (1192MCM bare aluminum) at Brookhaven National Laboratory (approx.. 2 miles in length) included installation of poles, crossarms, potheads, down-guys, insulators, cables through underground ductbanks including Raychem terminations.

Contact: Dennis Dansiglio (631) 344-5278

BNL SUBSTATION 631: (\$700,000) Complete addition to existing substation including installation of overhead bus, 10 MVA transformer, oil switch, 3 air switches, 1000MCM 15kv 133% 750MCM, 15kv 133% through underground conduit including Raychem terminations, 15kv switchgear, steel structural supports and insulators.

Contact: Roy Butler (631) 344-3456

BNL IMPROVE SERVICE: (\$250,000) Installation of new 15kv 500MCM cables including Raychem terminations and 15kv splicing in manholes.
Contact: Abbas Wesson (631) 344-5276

BNL WASTE MANAGEMENT FACILITY: (\$2,000,000)
Complete brand new facility consisting of 4 brand new building, with all new electrical systems, installation of 15kv 350MCM, 133% copper cable through existing ductbanks including Raychem
Contact: Jim Wright – (631) 344-4606

BROOKHAVEN FEEDER & TRANSFORMER UPGRADE: (\$800,000)
Removal of one existing 10MVA, 69kv/13.8kv transformer with ancillary equipment, one existing 1MVA transformer, 2 69kv OCB's etc.. and then installing 1 new 20MVA 69KV/13.8 KV transformer with oil fill, and assembly, 2 new SF6 GAS 69kv C.B.'s, 250MCM 15kv cable, numerous 15kv terminations 69kv work, ductbank, conduit and wire and testing and start-up of equipment, all within an existing substation yard.

TRANSFORMER REDUNDANCY & DUCTBANK INSTALLATION: (\$250,000)
Job consisted of installation of owner furnished 5000KVA (15kv to 2.4kv) transformer weight with oil 35,400 lbs. new 15kv ground mounted switch, related structural support steel, grounding and hi-voltage (15kv) cable (some of it aerial) and splices.

BNL ELECTRICAL SYSTEM MODS PHASE I & II (\$4,000,000):
Very large projects consisting of complete replacement of two substations, ductbanks, 15kv cable, 5kv cable, civil work etc..

BNL SECURITY SYSTEM (\$100,000):
New traffic gates, ductbanks, electrical feed.

BNL NSLS-II SITE ELECTRIC (\$6,000,000)
Installation of ductbanks and manholes at BNL SLS II project. Included is installation of 5 miles of 1000MCM 15kv, 15miles of 500MCM 600v, all with associated ductbanks.
Contact: Tom Nehring (631) 344-5275

NORTHPORT VA FEEDER REPLACEMENT (\$500,000):
Replacement of new 15kv 350MCM and 15kv 500MCM feeder throughout project.
Contact: Kevin Chilton (631) 584-5625

Hinck Electric
Design Build Work Experience

LIRR Wreck Lead Submarine Cable Replacement Design Build 2015-2017

Contract Price: \$10,100,000

Owner: LIRR

Completion Date: December 2017

Description: Joint Venture Prime Contract with Posillico a Design Build Project.

The project consisted of completing the LIRR design and replacing all Super Storm Sandy-damaged submarine cables at the Wreck Lead Bridge. This included the installation of nearly two miles of signal, power and communication submarine cables, almost a mile of underwater installed HDPE conduit, 13,000 feet of bridge mounted fiberglass conduit, navigation lights, 600V multi-conductor cables, lab testing of sub cables, new steel platform, related marine support (barges, boats, divers etc.), concrete mattresses and finally, the removal of the existing damaged submarine cables once the new ones were energized.

Carlls Straight Path Bridge Over 1-495 (2015)

Contract Price: \$600,000.00

Owner: NYSDOT

General Contractor -El-Sol Contracting

Percent Complete: About 40%

This design build project consists of removing and replacing 2 brand new traffic signals at the North and South service roads. In addition, all the Inform Systems located in the bridge deck as well as on the Long Island Expressway had to be temporarily powered and maintained while the new infrastructure is built. Project also included many large 6" utility conduits that had to be installed under the bridge with Route 110 over Route 27. Contact Information: Michael Androsiglio 631-647-3761

Route 110 Over Route 27 (2015)

Contract Price: \$500,000.00

Owner: NYSDOT

General Contractor: Bove Industries

Percent Complete: 1%

This design build project consists of building a brand new bridge over Route 27. The old bridge has many Verizon and utility conduits as well as Inform Systems that must be maintained during construction. We must design and build a temporary lighting street lighting system as well as a temporary data link for the Inform equipment (surveillance cameras & VMS signs). During the construction of the bridge we will install new conduits.

Contact Information: Ralph Lapadula 631-331-8500.

Job consisted of rehab of dual bascular span drawbridge with completely refurbished electrical system including new submarine cables, new nav lts, conduit and wire traffic gates and signals, roadway lights, standby generator, etc.

A LONG ISLAND FIRM

Builds a Strong Reputation



Hinck Electrical Contractor, Inc., of Long Island, New York has a reputation for tackling tough jobs, while maintaining family ties and ensuring employee loyalty. The company also prides itself on its wide array of services.

Written by Nate Hendley

Currently based in Bohemia, New York, the electrical contracting firm was founded in 1970 by John Buck and Roy Hinck. Buck's son, also named John, is currently the company president while Roy Hinck's son, Craig, is currently vice-president.

In the not-so-distant future, more family members might be added. "My son wants to come into this business. He's eighteen. He's going to Roger Williams University, taking construction management. When he graduates in 2020, his goal is to get in here and continue [the business]," says President Buck. »

**HINCK
ELECTRICAL
CONTRACTOR, INC.**



631-277-7700

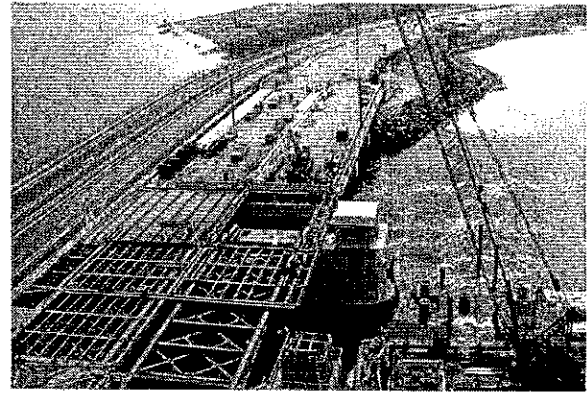
**QUALIFIED
ELECTRICAL CONTRACTOR**

► The company's main focus at present is Long Island, though "for the right projects, we do occasionally work in the five boroughs [of New York City] as well as occasionally even into upstate New York," says Buck.

Hinck has not ventured into other states yet, though "for the right opportunity, we would absolutely consider it," states the company president.

In 2015, Hinck's revenues came to \$17 million. This year, revenues are forecast to nearly double. "Fiscal 2016 will be our highest sales volume year in Hinck Electric's history, with us projecting sales volume close to 30 million," says Buck. At present, Hinck employs about sixty workers, but that figure might leap to eighty by the end of summer.

Over the decades, Hinck has earned a reputation for doing difficult jobs that other companies either can't or won't take on. "We do like the more technically challenging and involved projects such as design-build, submarine cables and intelligent transportation system projects as well as bascule span drawbridges and medium voltage substations. Although [such jobs] may have a greater risk associated with them, they can also have a higher potential for reward. Because we have so much experience in each of these types of work, I believe that the risk factor to us is far less than it would be for other electrical contractors," says Buck.



► Wantagh bascule span drawbridge over sloop channel • Completed 2010. First brand new from the ground up bascule span drawbridge completed on Long Island in past 40 years. This electrical project included complete electrical and control systems, submarine cables, bridge operation, generator building, lighting, etc. Just to the left of this bridge is the temporary by-pass bridge completed electrically by Hinck Electric in 2001.

"If one sector of the industry is slow, then we focus on another sector that is not."

Buck denies, however, that taking on complex jobs is the main 'secret' to Hinck's success. "I believe that is just one portion of it. I believe the greater secret to our success is the fact that we are extremely diversified. We excel at the above jobs I listed but also at much more, such as sewage treatment plants, pumping stations, traffic signal work construction and maintenance, airport runway lighting, ball field lighting, solar power »



► John Buck and Craig Hinck join some of their team in front of the Hinck Office.

» installations and more. If one sector of the industry is slow, then we focus on another sector that is not. In our forty-six years in business, this diversification strategy has worked successfully year after year," he explains.

A high rate of employee retention is one of the reasons Hinck can take on so many tough projects and offer such a diversified portfolio.

"People come to this company to work, and they never leave. It is a very positive, team-oriented environment where success and loyalty are expected and rewarded. People here recognize that and say this is the place they want to work at for the rest of their lives. Our extremely low employee turnover rate reflects that fact. We look for people who are eager to learn, willing to work hard and enjoy working in a team environment," says Buck.

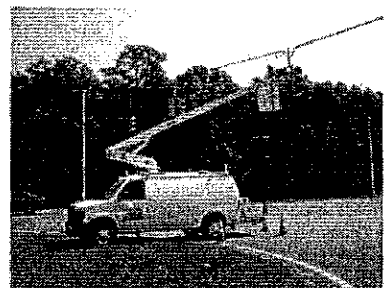
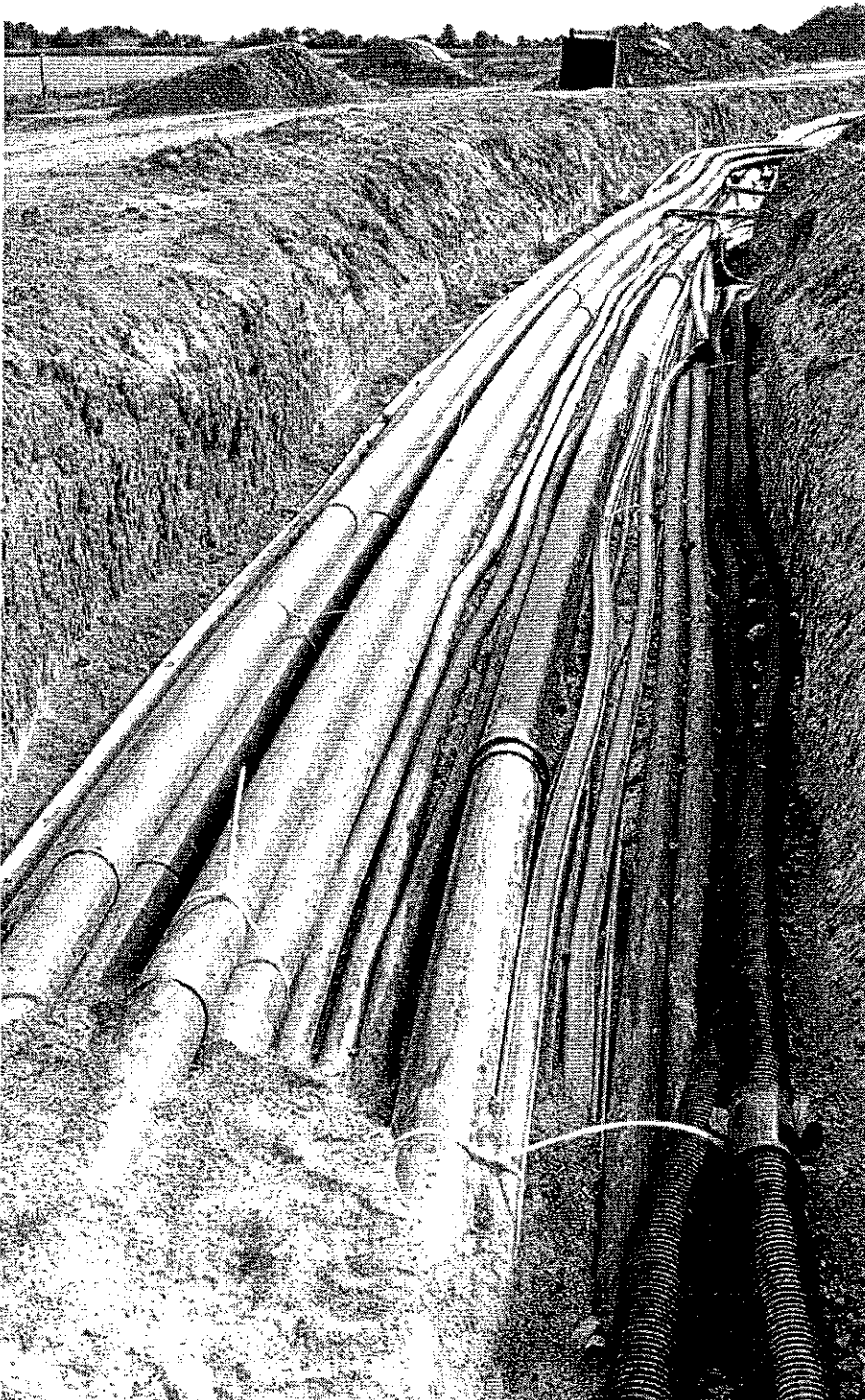
Hinck works to maintain a similar sense of loyalty with its suppliers. The company views suppliers and vendors "as teammates we need to help us win bids. We know if we pay timely, live up to our word, treat them with integrity in our dealings with them than most of the time they will do everything they can to help us win the next project. This over time can lead to advantages in the market. Contractors should not forget we need good suppliers as much as they need us," says Buck.

"We look for suppliers who live up to what they say in terms of delivery dates, terms et cetera, as well as competitive pricing and a willingness to work with us to help us meet our needs," he adds.

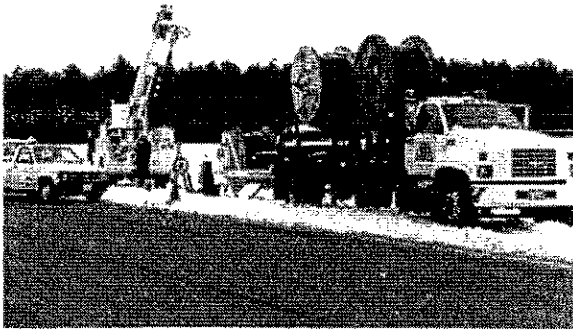
"The company views suppliers and vendors 'as teammates we need to help us win bids.'"

Hinck belongs to several organizations and is a union contractor. The company is a member of the National Electrical Contractors Association (NECA), the Long Island Contractors Association (LICA) and the International Brotherhood of Electrical Workers (IBEW).

Buck cites a few recent jobs Hinck has been involved with that are particularly noteworthy: "A couple of projects stand out in my mind that I think really shows



❶ Traffic signal relamp at Town of Brookhaven intersection. Hinck is a leading traffic signal maintenance contractor on Long Island, currently maintaining over 1000 signals — 24 hours a day, 7 days a week.



Installation of 15KV 750MCM cable at Brookhaven National Laboratory. Part of Hinc's highly acclaimed, three year upgrade project at BNL which included four brand new 13.8KV to 2.4KV substations, new 13.8KV and 2.4KV feeders, new duct banks, and related high voltage splicing and terminations.

how diversified our capabilities are. One is, the Brookhaven National Lab. NSLS-II project, which was a \$1 billion dollar initiative undertaken by the federal government under the Federal Stimulus package. This involved building one of the most advanced synchrotrons facilities in the world. We had the site electrical sub-contract. Our responsibilities included eight unit substations, six inch and four-inch duct banks throughout forty acres of land, five miles of 1000MCM, 5KV cable, fifteen miles of 500MCM, 600V cable, three site pump stations and emergency generators. Despite some difficult challenges, the job was a great success," he states.

"Another job we are very proud of that is still ongoing is our NYSDOT (New York State Department of Transportation) region 10 INFORM traffic management system maintenance contracts ... these were won in August 2013 and will continue until at least 2019. The two contracts total over \$20 million. We are very proud to have [these contracts] because it took many, many years of traffic signal installation and maintenance and other ITS (Intelligent Transportation System) type projects to develop the qualifications necessary to be even be allowed to bid this type of work. The work involves maintaining the NYSDOT's region 10 INFORM computerized traffic management system which incorporates freeway surveillance on all major east-west and north-south highways and parkways on Long Island using vehicle detectors, message board signs, ramp metering control, CCTV and other kinds of traffic control and communication equipment."

"Another job that I think again shows how diversified we are that we are currently in the middle of is the [Wreck Lead Bridge submarine cable] replacement project. For this approximately \$10 million design-build project, we bid prime as a joint venture with Posillico Inc., whom we consider one of the top general contractors in the New York metro area. The job involves replacing sixteen submarine cables damaged by Hurricane Sandy," and other work, all the while "trying to minimize any downtime »





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"Our people truly care about doing a great job and keeping the customer satisfied."

to rail traffic across a very busy elevated rail bridge. We have just completed the design portion and expect to start construction within the next few weeks with the project to be substantially complete by March 2017."

The company also did quite a bit of work following the devastation of Hurricane Sandy, which hit the eastern seaboard in 2012.

"Following Sandy, Hinck was inundated with work from different municipalities and agencies all over Long

Island. From assisting the five major towns that we have traffic signal maintenance contracts with getting all the damaged traffic signals back and up and functioning to getting NYSDOT drawbridges that had been damaged by flooding functional again to assisting Nassau County get its flooded sewage pumping stations back on line we were busy for many, many months with millions of dollars work of work in repairs. Sandy-related work still continues, as strengthening and adding reinforcement against potential future flooding is still a priority throughout Long Island," says Buck.

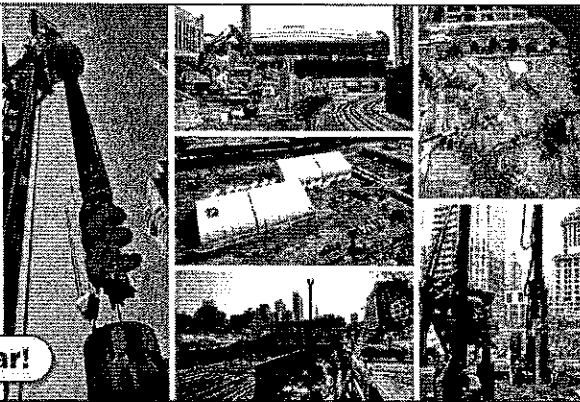


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Congratulations Hinck on a great year!

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Hinck Electric currently has both the Northern and Southern Corridor contracts of NYSDOT's Region 20 INFORM Maintenance. INFORM is a computerized traffic management system, incorporating freeway surveillance using various types of vehicle detectors, variable message board information signs, ramp metering control, closed circuit television, and other various traffic control and communication equipment. The highways to be maintained include all major East West and North South Highways and Railways on Long Island. Pictured here is that portion of Hinck Electric's truck fleet devoted exclusively for these INFORM Maintenance contracts.

Hinck's marketing is largely based on referrals and testimonials from satisfied customers. "We really do not go out of our way to promote the company but instead rely on word-of-mouth to spread our reputation. We do, however, have a website available, really for information purposes so owners, municipalities or general contractors can get a better understanding about what we do and what we are about. I believe, however, that over forty-six years, most people in the construction industry on Long Island know about Hinck Electric and our excellent reputation," he says.

As for the future, Buck says, "our goal is to continue to grow and capture more and more of the market share of the electrical industry here on Long Island but also to give consideration to further expanding our presence in the New York City market."

"The only thing I would like to let people know is that Hinck takes great pride in every project we do. Our people truly care about doing a great job and keeping the customer satisfied. Our end goal is to make that customer feel that he will never want to do another electrical project without Hinck Electric involved as his electrical subcontractor," states Buck. ■

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LOCAL 25, I.B.E.W., Nassau and Suffolk Counties, Long Island, NY

January / February 2010

BNL'S NATIONAL SYNCHROTRON LIGHT SOURCE II MOVES FORWARD

The NSLS-II project at Brookhaven National Laboratory is finally under construction. The \$1.2 billion dollar facility is located on some 40 acres of property just east of the newly completed CFN Nanocenter. When completed in 2014/15, the research center will allow for unprecedented levels of examination regarding small particle discoveries into medical, energy and material sciences.

Currently Local 25 has two contractors working at the site. Gordon L. Seaman has been awarded the contract for the electrical construction of the building. Hinck Electric has been awarded the contract for the network of electrical site distribution associated with the facility. To appreciate the scope of the site distribution work, it involves installation of the

following equipment: 8 unit substations, 8 4000A-480V 3 phase services, 5 miles 1,000 KCMIL 15KV cable (parallel sets), 15 miles of 500 KCMIL 600V cable - (all with associated 6" and 4" PVC duct banks), 3 site pump stations, 2-700 KW emergency generators with 10 AFS's and numerous duct bank runs - some ranging almost 20 feet below grade.

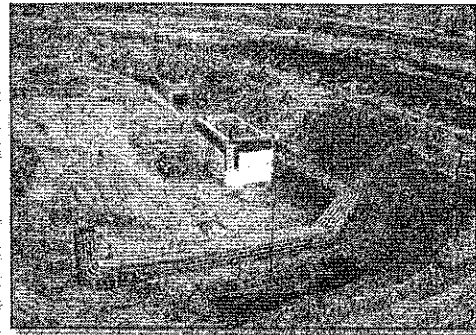
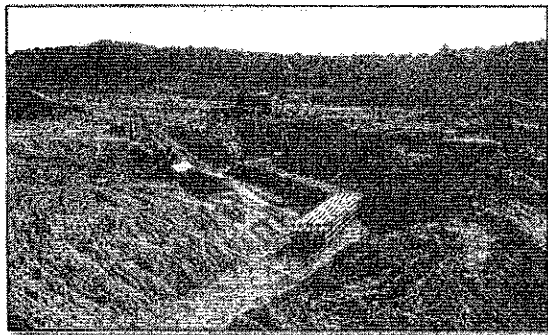
There is also an addition to the nearby substation (with an associated duct bank) being done by Bana Electric. This will be used to provide the new NSLS with its own primary service.

Construction schedules should continue to ramp up with increases in manpower support taking place throughout 2010 and well into 2011 and 2012. There is also

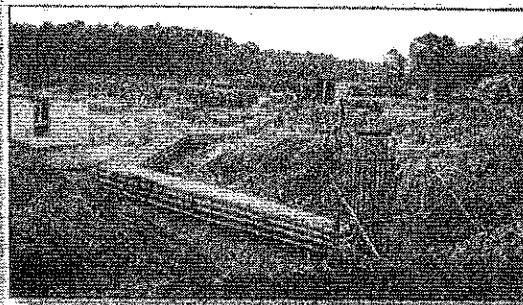
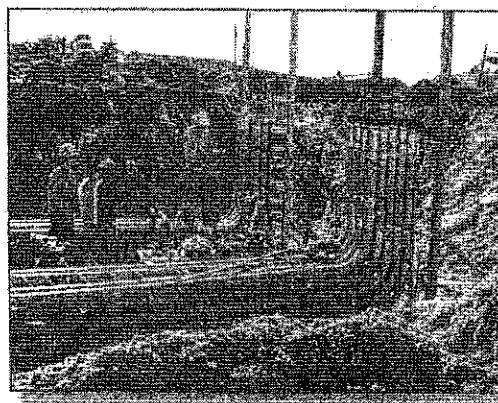
(Continued on page 5)



(L-R) Andrew Ferriz, Sam Parris, Marty Johnson, John Martyn, Matt Baumer.



stimulus money coming to the lab to help with other construction projects most notably the 65 million dollar Interdisciplinary Science Building (ISB), which is scheduled to start in 2010. The photos were taken by Hinck Electric Foreman John Martyn as construction of the site's duct banks progressed during 2009.



A Dead Circuit Never Killed Anyone



PROJECT PROFILE: LIRR CONTRACT #6183 – HINCK-POSILICO JV

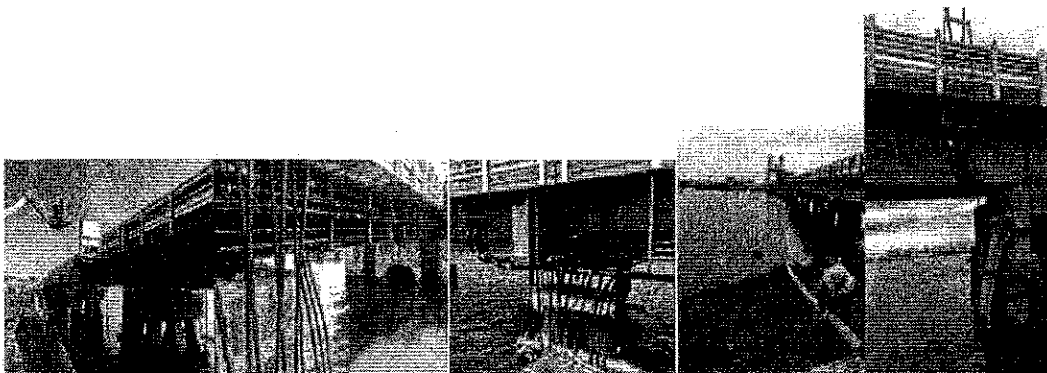
When LIRR Contract #6183 “Design/Build Services for the Replacement of Wreck Lead Bridge Submarine Cables” was posted, **Hinck Electrical Contractors** knew it was a project tailor-made for their expertise. Not only does the Bohemia-based company have extensive submarine cable, Design-Build and LIRR work experience, but they’ve also worked on the sub cables of this exact same bridge back in 1988 and 2009. Hinck’s 47 years of electrical construction experience coupled with **Posillico** providing all the civil work made for a very strong team. Posillico’s design/build experience and their positive relationship with the LIRR only further enhanced the team’s qualifications. To round out the team for the design portion of the project, Hardesty & Hanover was selected for their extensive submarine cable and bridge design experience.

After months of work to complete LIRR’s complex RFP process, the contract was finally bid on 9/3/15. The **Hinck-Posillico JV** bid of \$10,031,000 was determined to be the LIRR’s best value proposal beating out Mass Electric’s proposal of \$12,776,000. And, after further discussions with the LIRR regarding scheduling and other issues, the project was finally awarded near the end of 2015.

With the long lead time required for submarine cables, construction finally began, in earnest, in September 2016. The project consisted of completing the LIRR design (from 30% to 100%), and replacing all Super Storm Sandy-damaged submarine cables at the Wreck Lead Bridge. This included the installation of nearly two miles of signal, power and communication submarine cables, almost a mile of underwater installed HDPE conduit, 13,000 feet of bridge mounted fiberglass conduit, navigation lights, 600V multi-conductor cables, lab testing of sub cables, new steel platform, related marine support (barges, boats, divers, etc.), concrete mattresses and finally, the removal of the existing damaged submarine cables once the new ones were energized.

The need to work within required Coast Guard regulations and the fact that the bridge needed to remain operational during the entire process were just two of the challenges this project presented. This meant dealing with constant train traffic, as well as difficult weather conditions (wind, waves and ice) and the inherent difficulties of any underwater installation. But with 98% of the work now completed, Hinck expects the project to be fully finished within the next few months. And, despite all the challenges, the joint venture of Hinck-Posillico JV will be able to say they have safely and successfully completed the project, on-time and under the LIRR’s budget.

For more information about Hinck Electric, who has been providing excellence in electrical construction since 1970, visit www.hinckelectric.com or contact John Buck, President, at: 631-277-7700 ext. 104. For more information about Posillico and their many areas of expertise, visit their website at www.posillicoinc.com.



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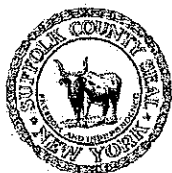
Long Island
Rail Road



Brookhaven
National Lab



Nassau County
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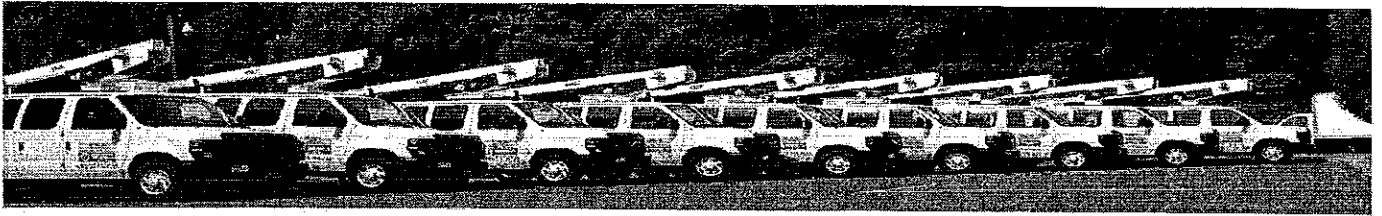
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- Design/Build Projects
- Traffic signal installation and maintenance work
- MTA work
- Solar Power Installations
- Ball-field lighting
- Fiber optic cable installations
- Parking lot lighting
- Highway lighting and maintenance
- Medium Voltage work
- Sewage treatment plant work (rehab and new)
- Intelligent Transportation System Projects
- Bascular span drawbridges (rehab and new)
- Airport runway and navigation lighting work
- Complete substation yards (rehab and new)
- Red Light Camera Installations
- Landfills
- Instrumentation
- Submarine Cable Installation
- Water District Pumping Stations

Hinck Electrical Contractor, Inc.

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John Buck

President

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Craig Hinck

Vice President

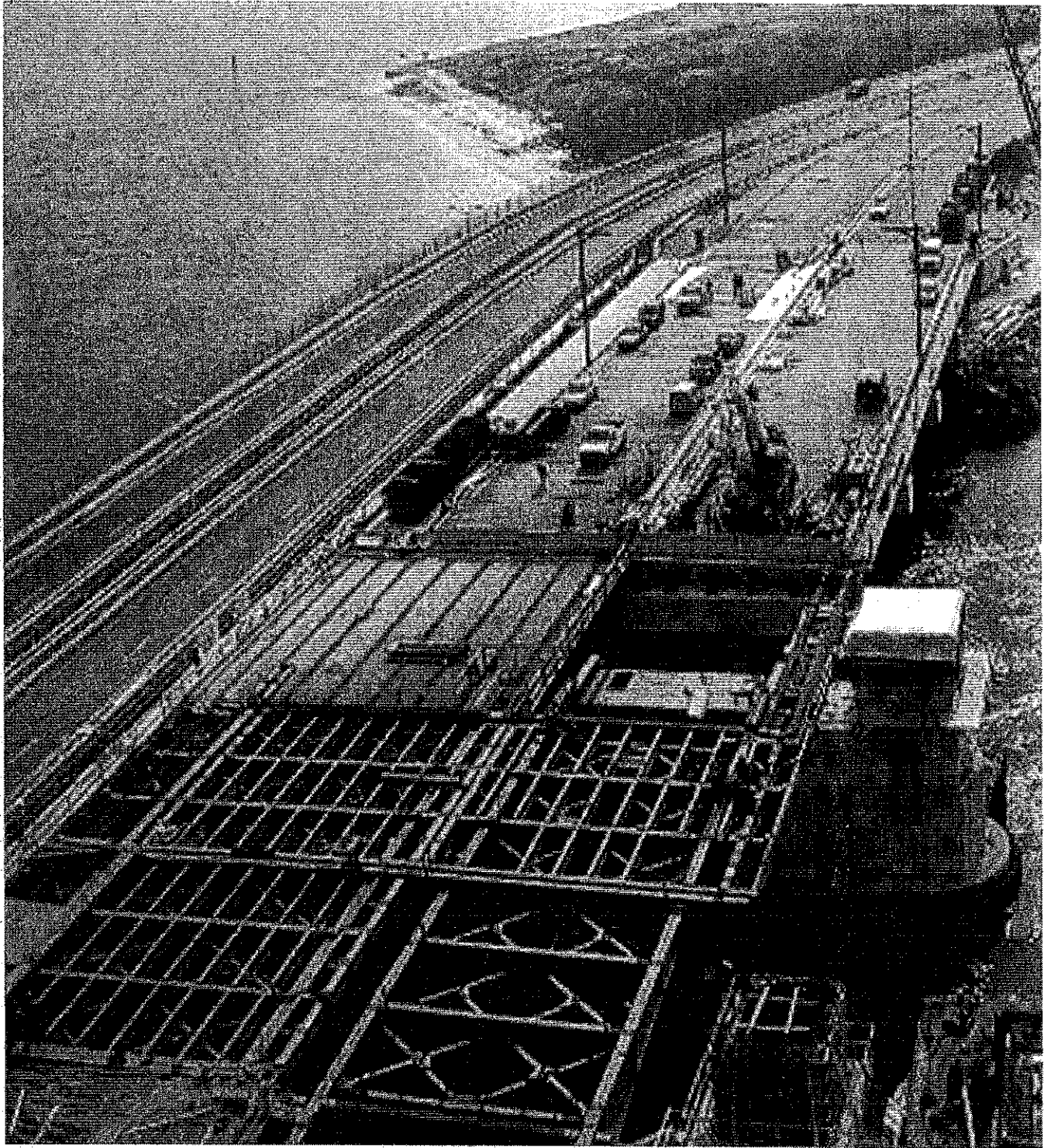
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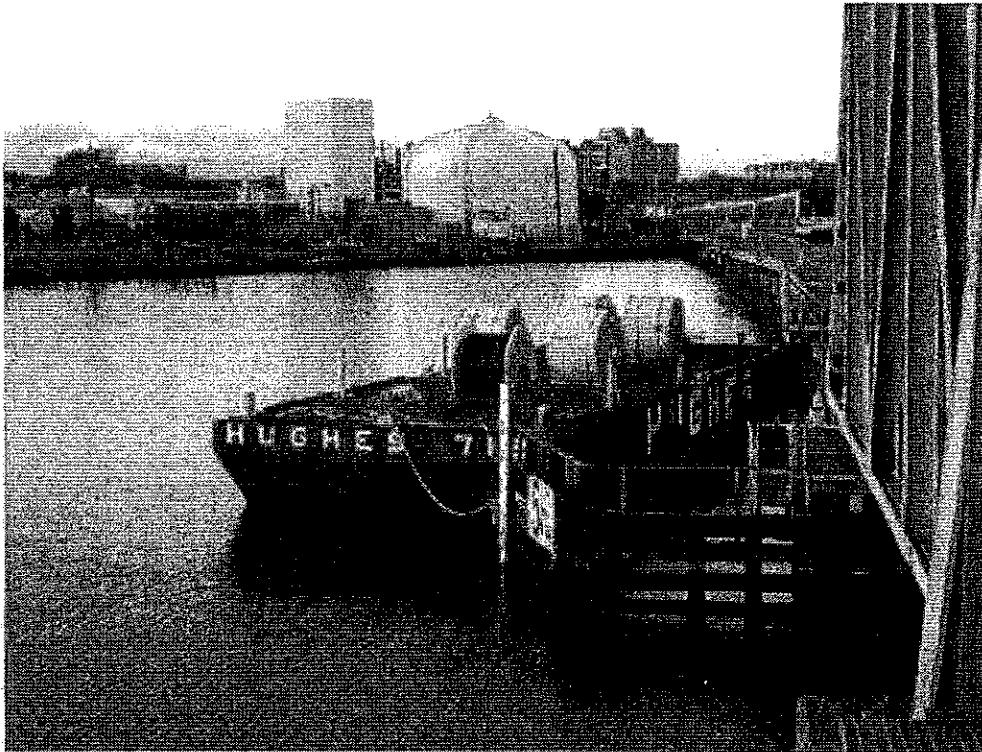
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SAMPLE PROJECTS



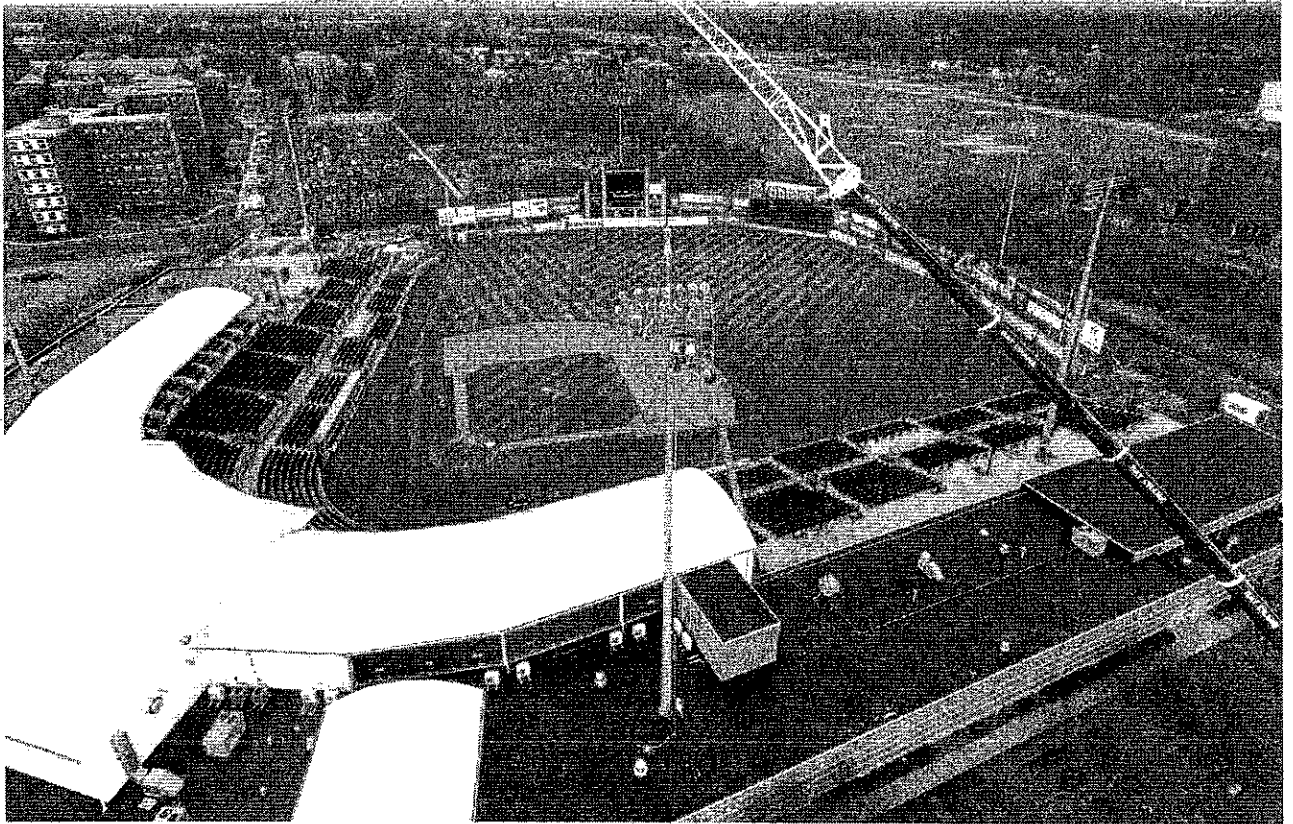
Wantagh bascular span drawbridge over sloop channel. Completed in 2010, it's the first brand new from the ground up bascular span drawbridge completed on Long Island in past 40 years. This electrical project included complete electrical and control systems, submarine cables, bridge operation, generator building, lighting, and more. Just to the left of this bridge is the temporary bypass bridge completed electrically by Hinck Electric in 2001.



Hinck is the leading installer of submarine cables on Long Island having completed dozens of such installations over the past 30 years. One such installation pictured below shows a staging barge prepared and located to do the underwater installation of 5 reels of 2000 MCM positive cables on one side of the LIRR's Wreck Lead Bridge. This Project involved replacing a total of 12 reels of 2000 MCM traction power submarine cables as well as 2 reels of 37/C#14 Control submarine cable directly for the LIRR and as can be seen had to be done while keeping the existing LIRR drawbridge operational. This job was successfully completed in December 2008.



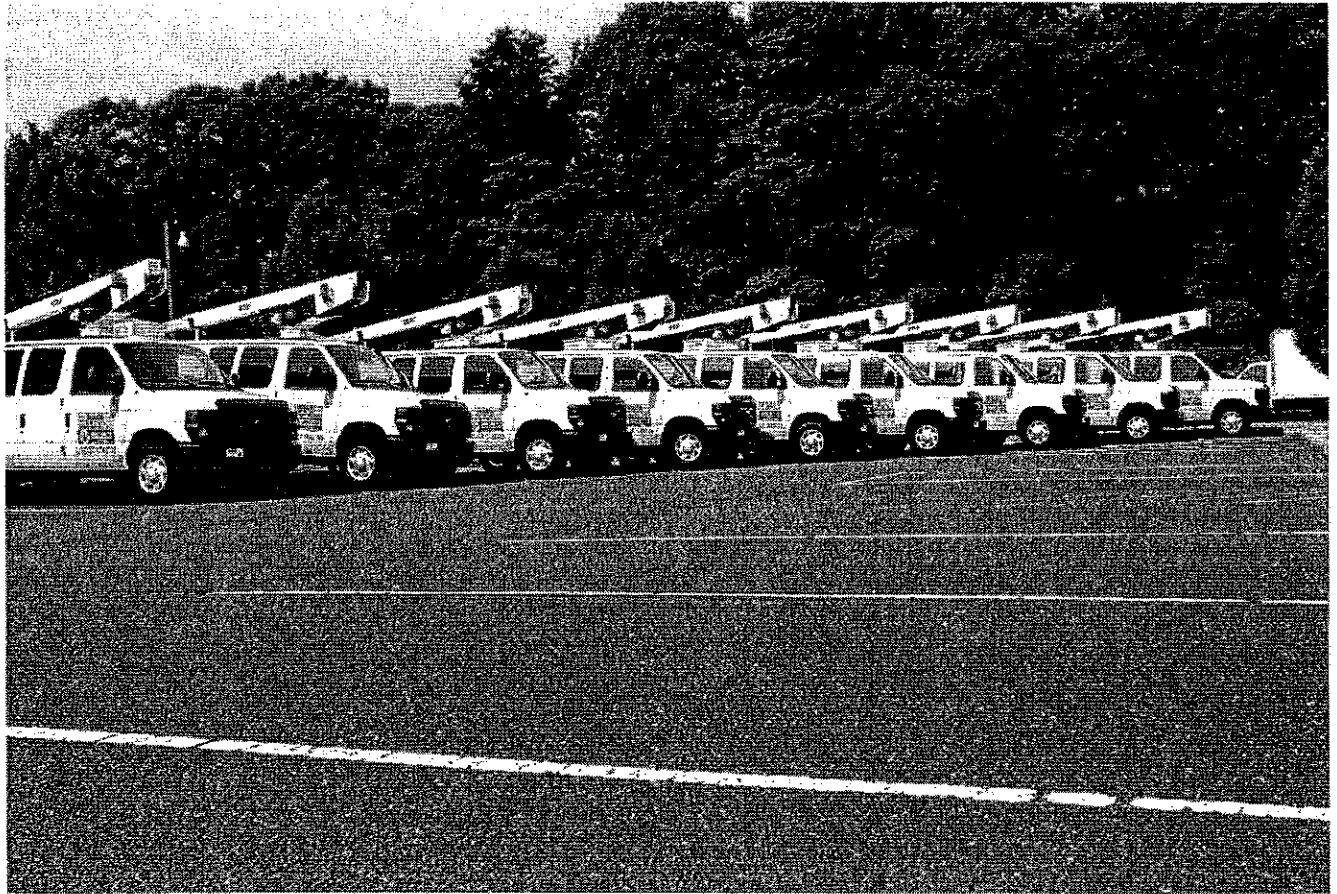
One of 27 Variable Message Board signs installed by Hinck as part of its 25 million dollar Intelligent Transportation System (ITS) upgrade of the Southern State Parkway which additionally included the installation of over a half a million feet of fiber optic cable, 5 communication nodes, 12 Pole mounted Video Cameras, and 95 video image detection devices (VIDS).



Install of Stadium Lighting at Ducks stadium, Central Islip, NY., One of hundreds of ballfield lighting projects done by Hinck Electric.



Installation of 10 MVA transformer including oil fill and testing. Rockville Centre Power Authority, Maple Ave substation.



Hinck Electric currently has both the Northern and Southern Corridor contracts of NYSDOT's Region 10 INFORM Maintenance. INFORM is a computerized traffic management system, incorporating freeway surveillance using various types of vehicle detectors, variable message board information signs, ramp metering control, closed circuit television, and other various traffic control and communication equipment. The highways to be maintained include all major East West and North South Highways and Parkways on Long Island. The picture below is of that portion of Hinck Electric's truck fleet devoted exclusively for these INFORM Maintenance contracts.



Traffic signal relamp at Town of Brookhaven intersection. Hinck is a leading traffic signal maintenance contractor on Long Island, currently maintaining over 1000 signals - 24 hours a day, 7 days a week



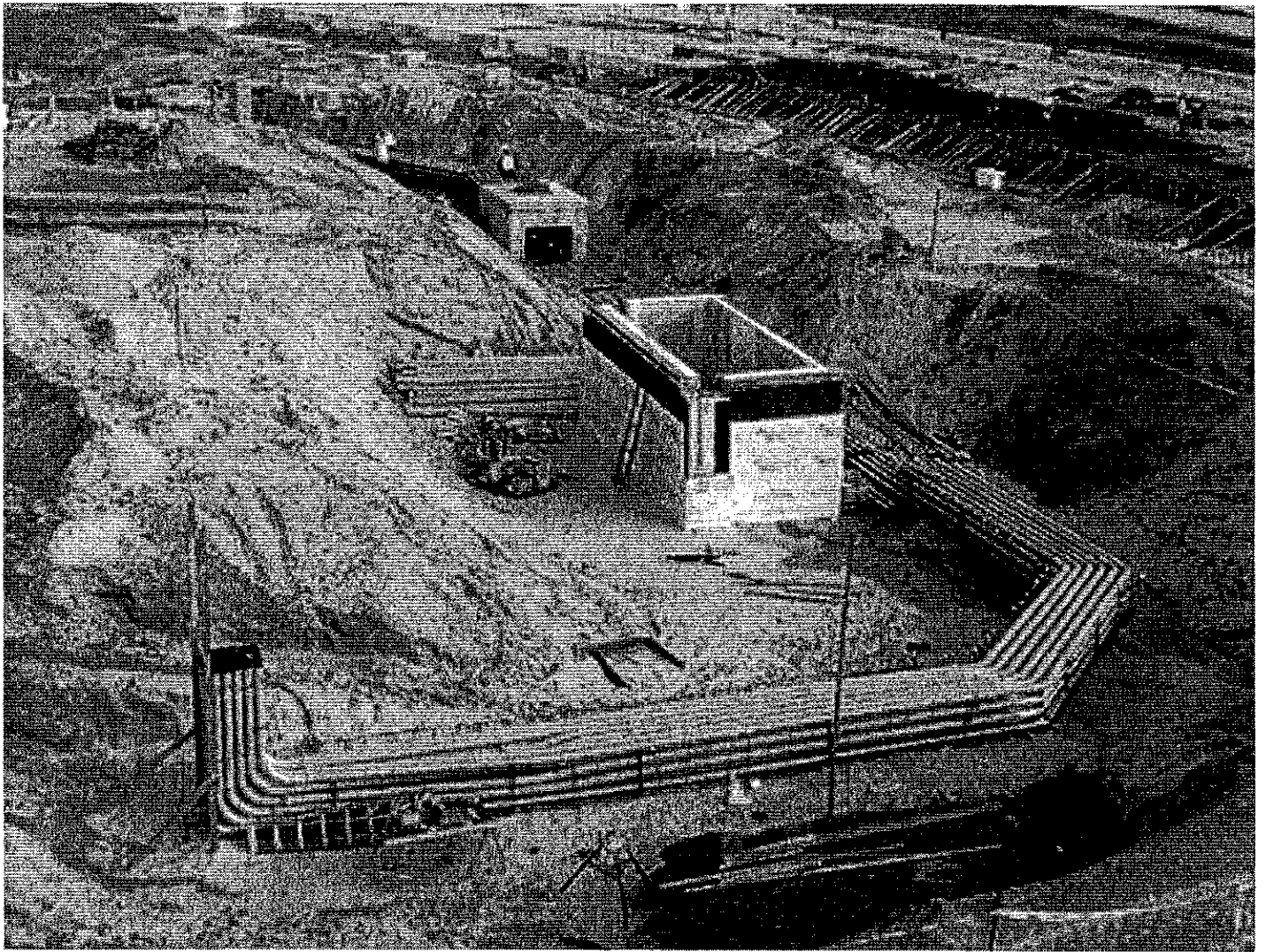
Traffic Signal Relamp...



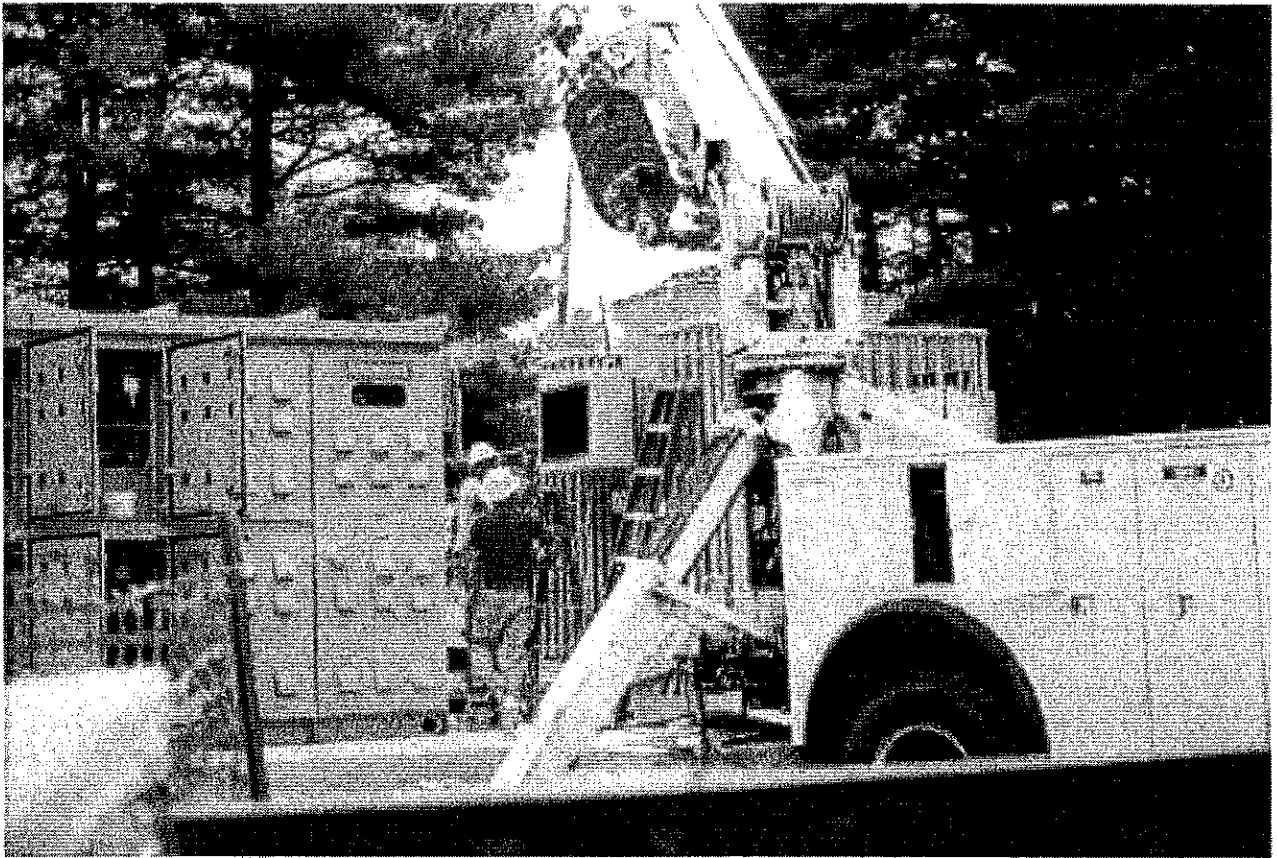
Installation Of 15KV 750MCM cable at Brookhaven National Laboratory. Part Of Hinck's highly acclaimed, three year upgrade project at BNL which included four brand new 13.8KV to 2.4KV substations, new 13.8KV and 2.4KV feeders, new ductbanks, and related high voltage splicing and terminations



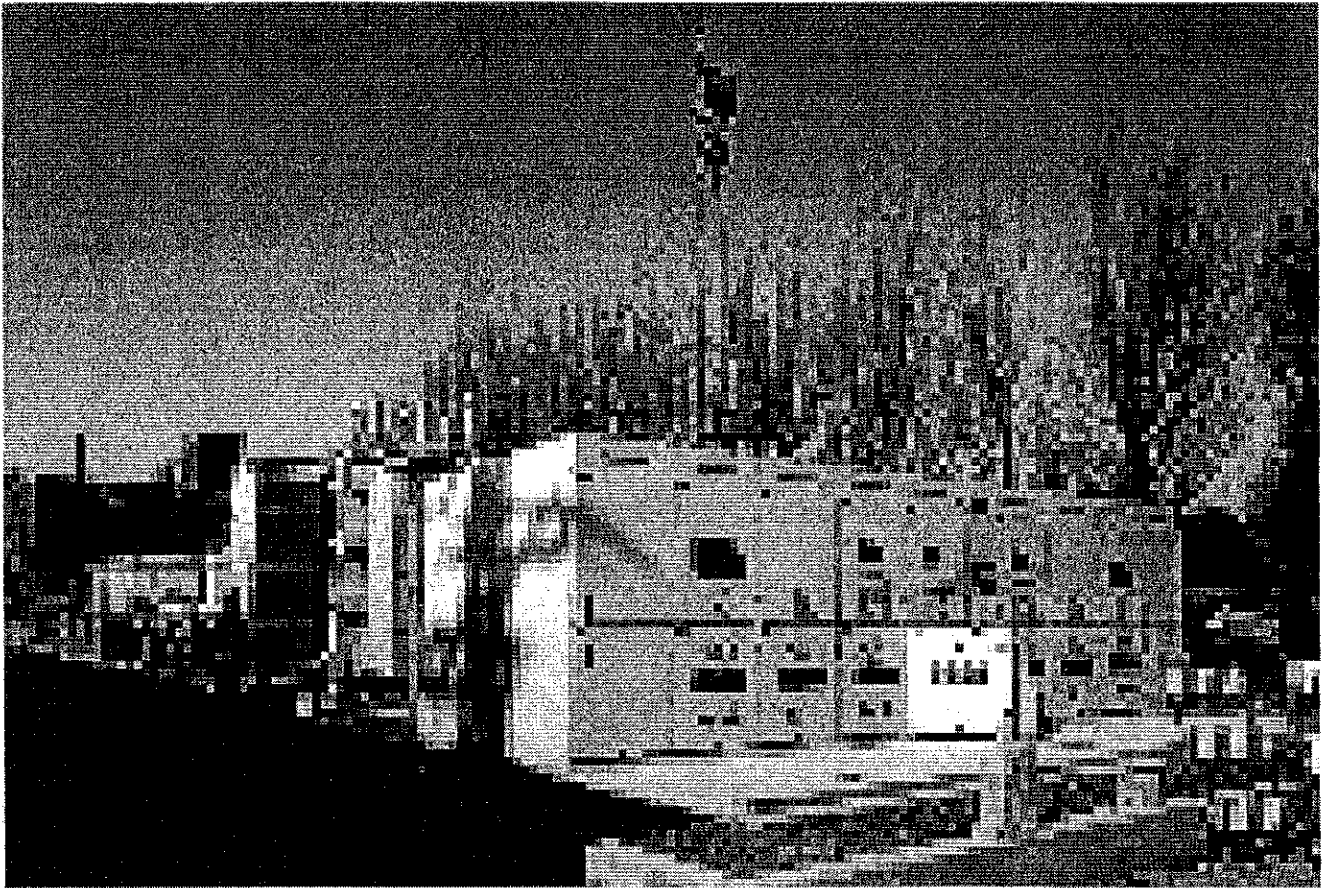
Raising of signals on major roadway to accommodate oversized loads



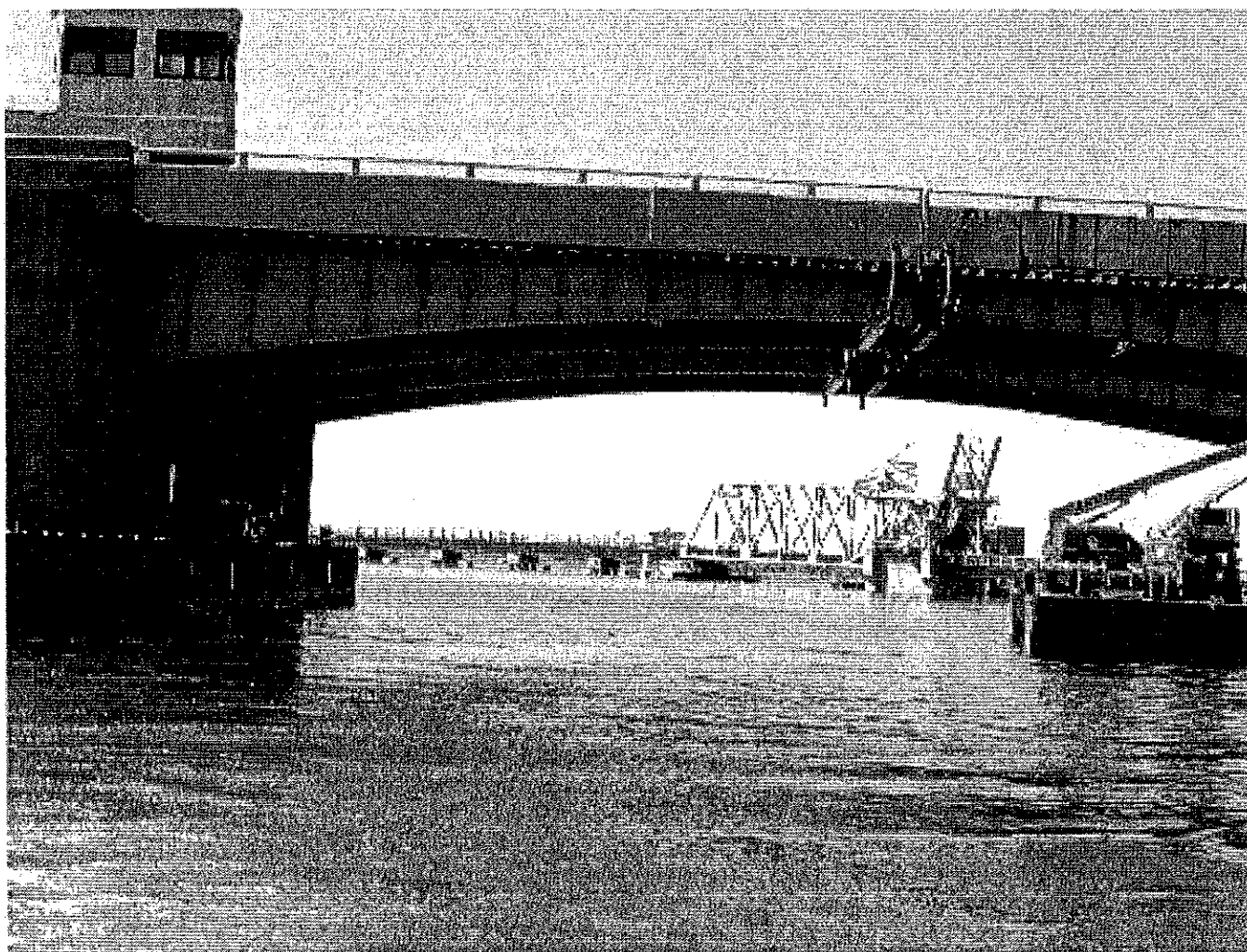
Installation of duct banks and Manholes at BNL NSLS-II project. This Federal Stimulus project located on 40 acres of property at Brookhaven National lab, will allow for unprecedented levels of examination regarding small particle discoveries. The site electrical work involved includes 8 unit substations, 5 miles of 1000MCM 15KV cable, 15 miles of 500MCM 600V cable, all with associated 6 and 4 duct banks, 3 site pump stations and 2-700KW emergency generators.



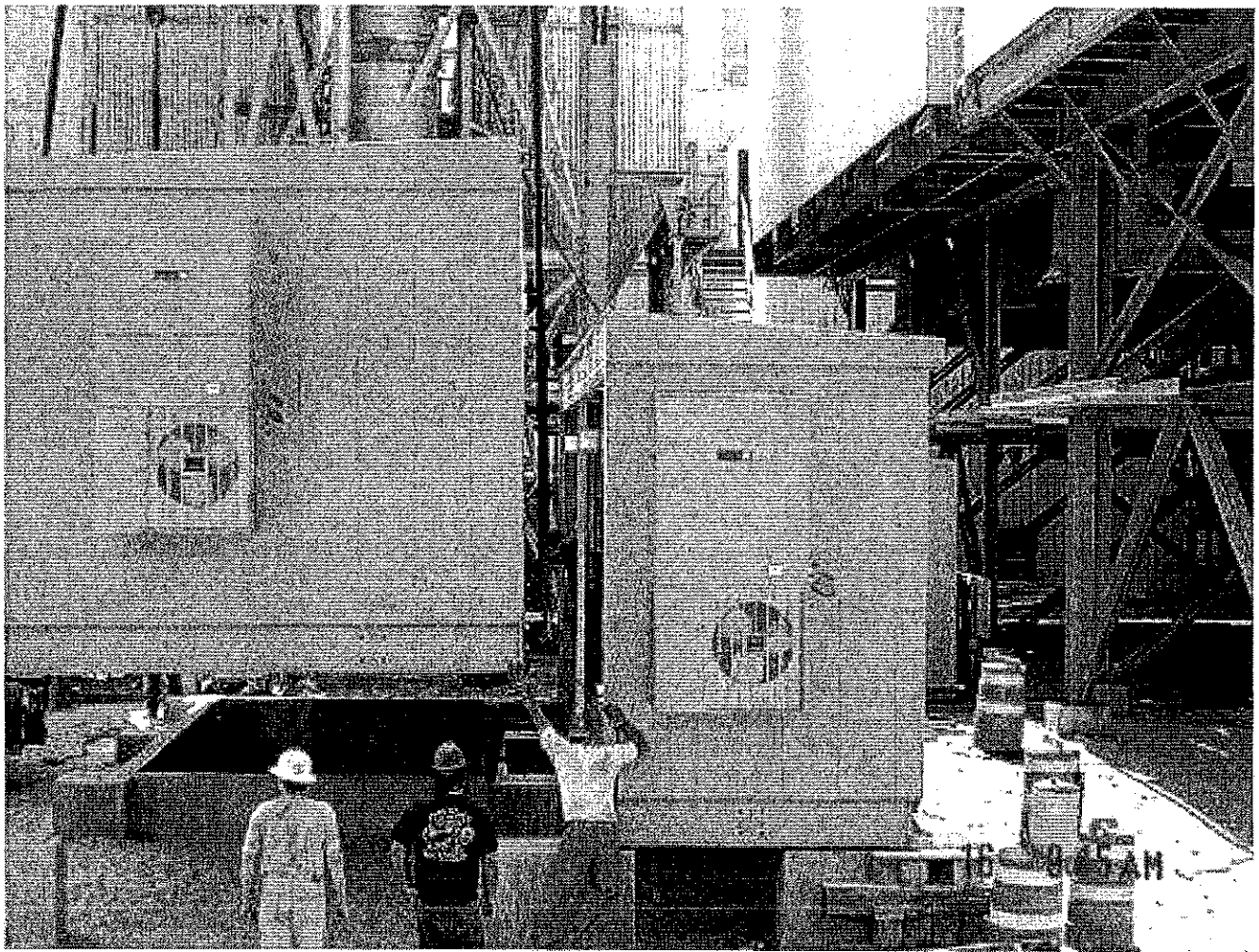
Installation of new 15KV, 10MVA substation Transformer and Switchgear at Brookhaven National Laboratory



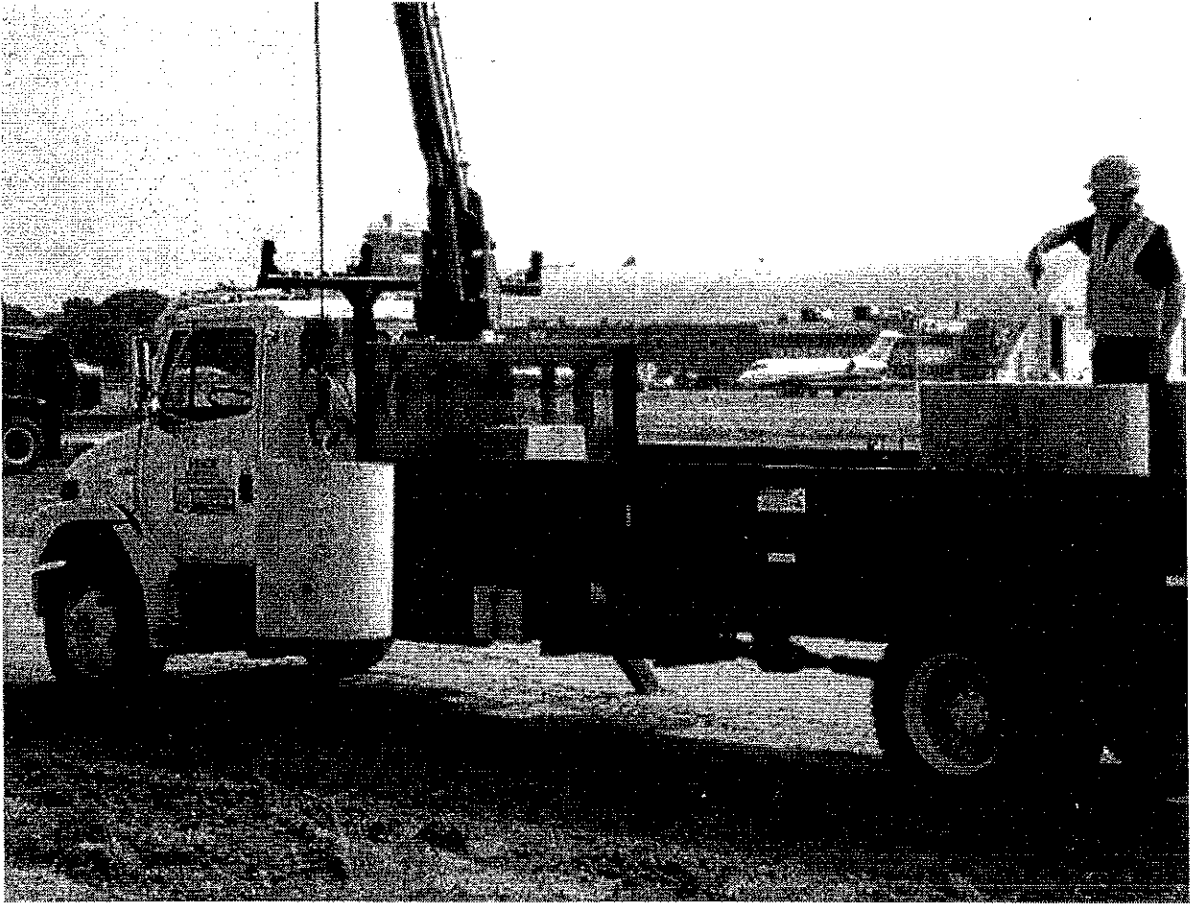
Installation of substation switchgear for Rockville Center substation



Three completed Hinck Electrical projects. First, in the foreground, Long Beach Bascular span drawbridge rehabilitation completed for NYSDOT in 2004. Then, in background, Wreck Lead bridge over Reynolds Channel, where Hinck did the initial complete electrical installation back in 1988 for LIRR and then in 2009 Hinck did Submarine cable replacement directly for LIRR on this same bridge. All three projects included submarine cables and substantial overtime.



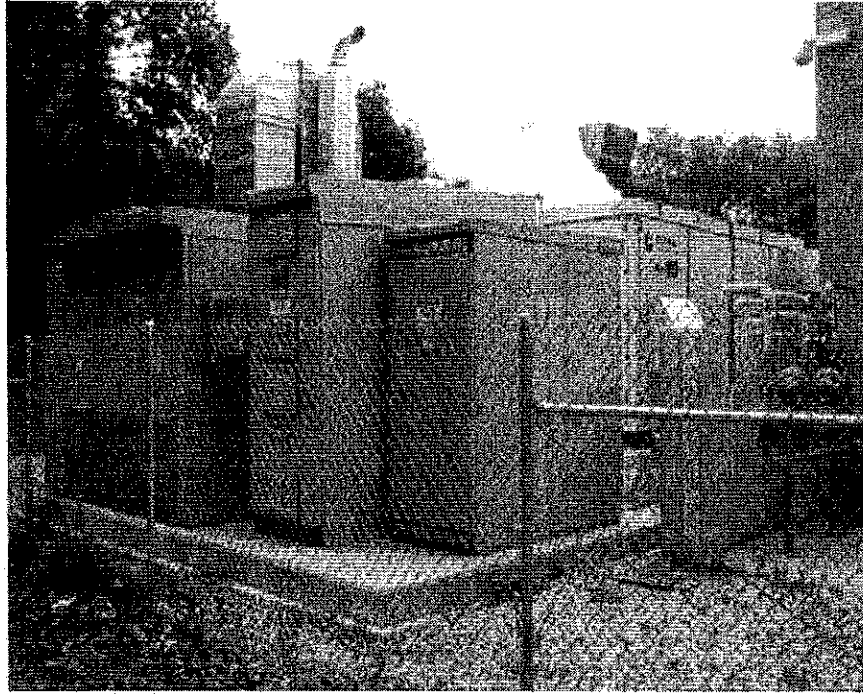
Installation of 2 piece Electrical Distribution Center Building #4 as part of Hinck's Design-build Electrical upgrade, Fan Replacement and Secondary Air projects at the Islip Resource Recovery Plant, Ronkonkoma, NY. Projects consisted of New Unit Substation, 1200KW Generator, EDC4(see photo), four large Variable Frequency Drives, complete instrumentation, mechanical work and all related conduit, feeders and civil work.



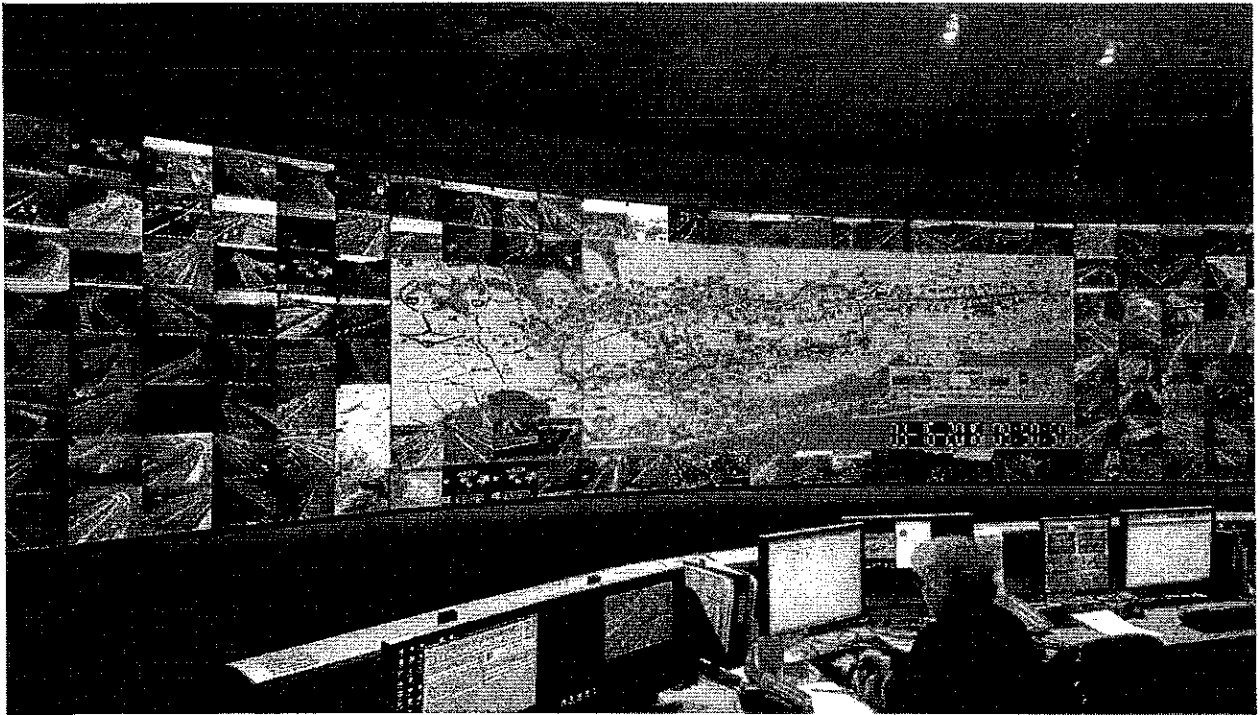
Hinck Electric is an expert at airport runway electrical work having completed numerous projects at Long Island's MacArthur, Republic and Gabreski Airports. One such project shown below involved the installation of elevated taxiway edge light transformer base at Republic airport Phase 2 reconstruction of taxiway bravo. (July 2010)



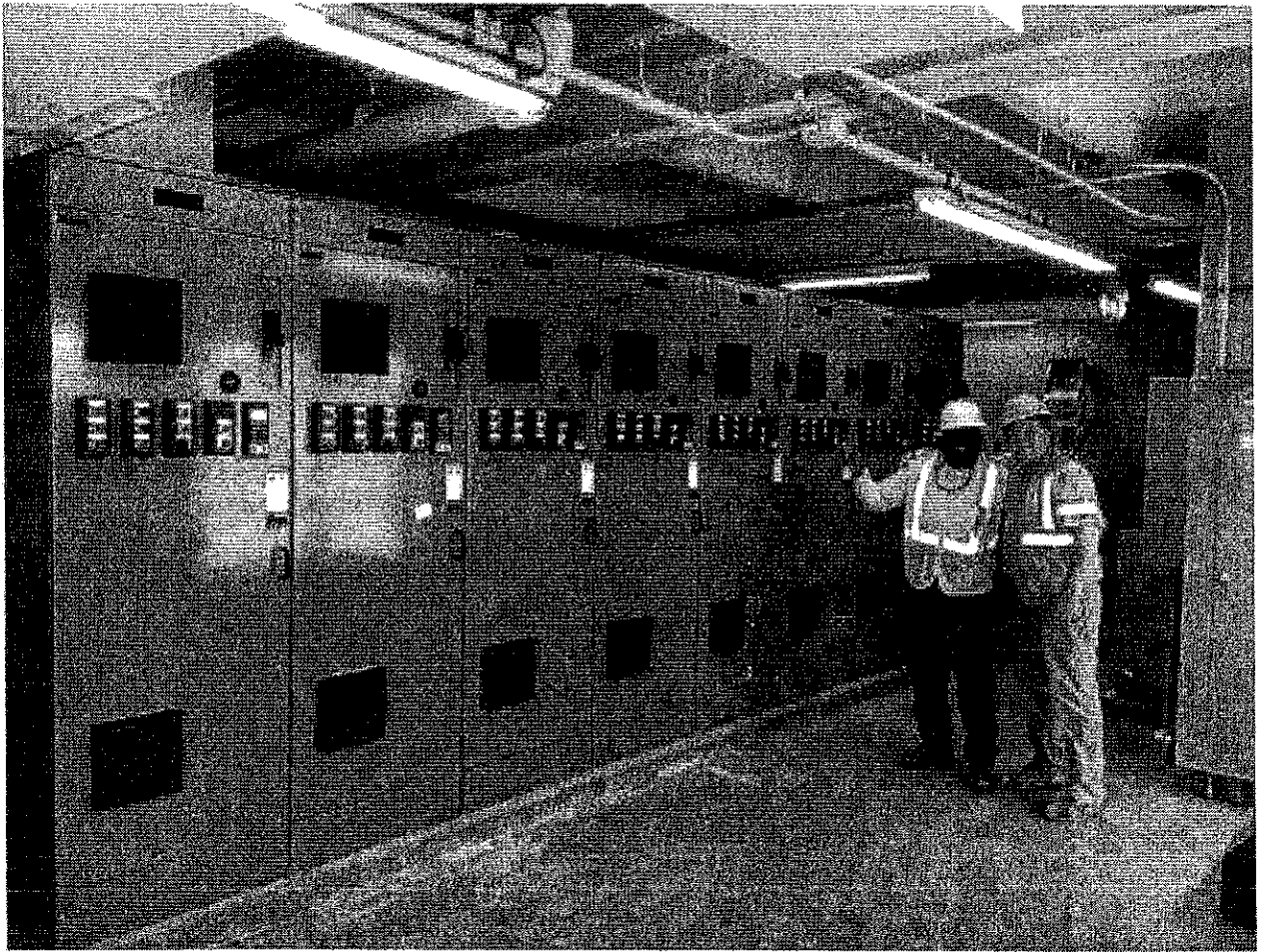
Hinck is currently the "go to" contractor for the installation of all red light cameras on Long Island. Hinck currently (as of 8/15/2010) has over 100 red light camera intersections fully operational and every day more are going up with completion of installation of all cameras throughout Nassau and Suffolk counties expected by early 2015. The picture shows Hinck's men installing red light cameras on their poles at a busy intersection in Nassau County,



New Cogeneration Plant at Perry Duryea NY State Office building, Hauppauge, NY, furnished and installed by Hinck Electric in 2010



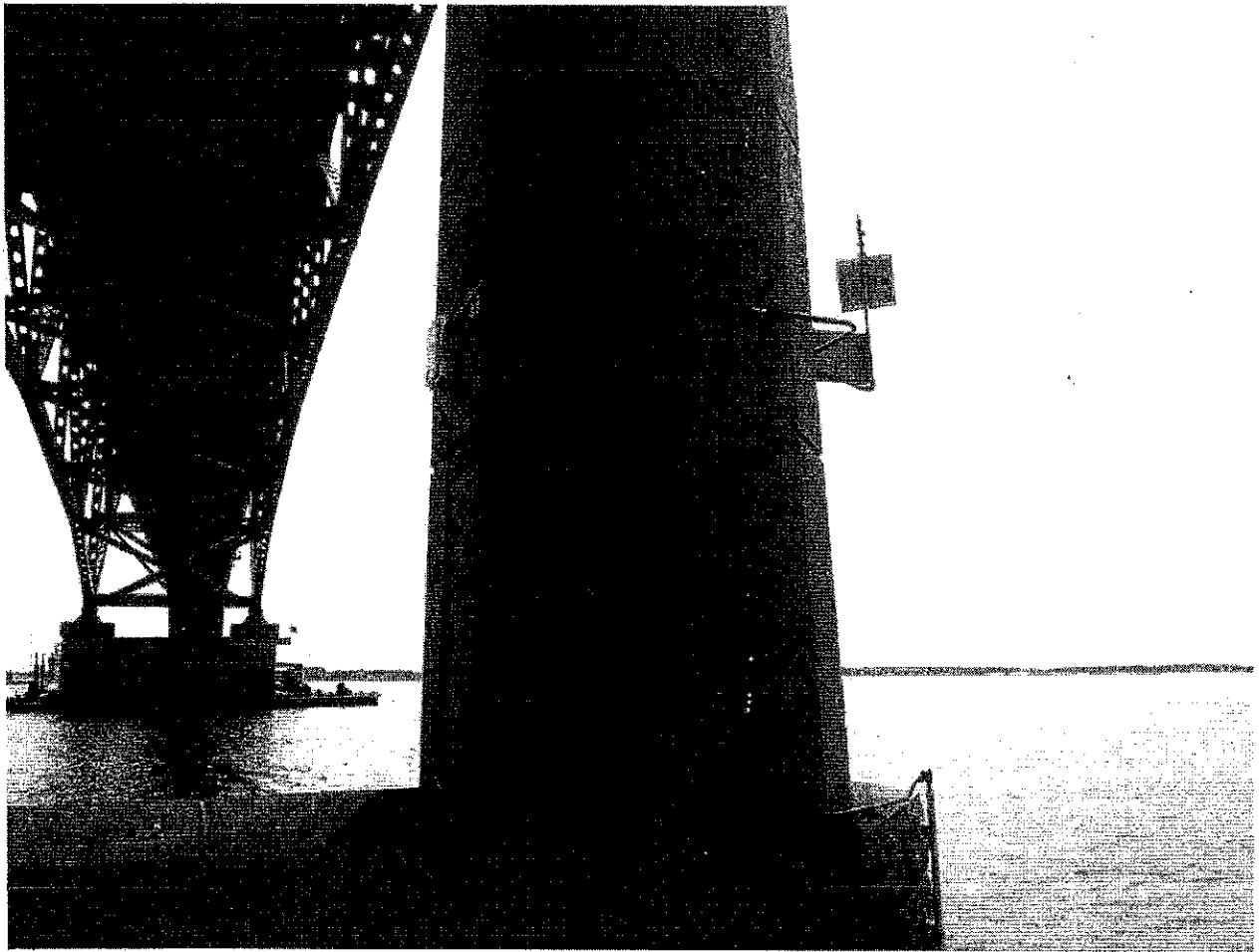
NYS INFORM Control Room, located in Hauppauge, NY. Hinck is responsible for maintaining this complete Island-wide 'Intelligent Transportation System (ITS)' for the NYSDOT



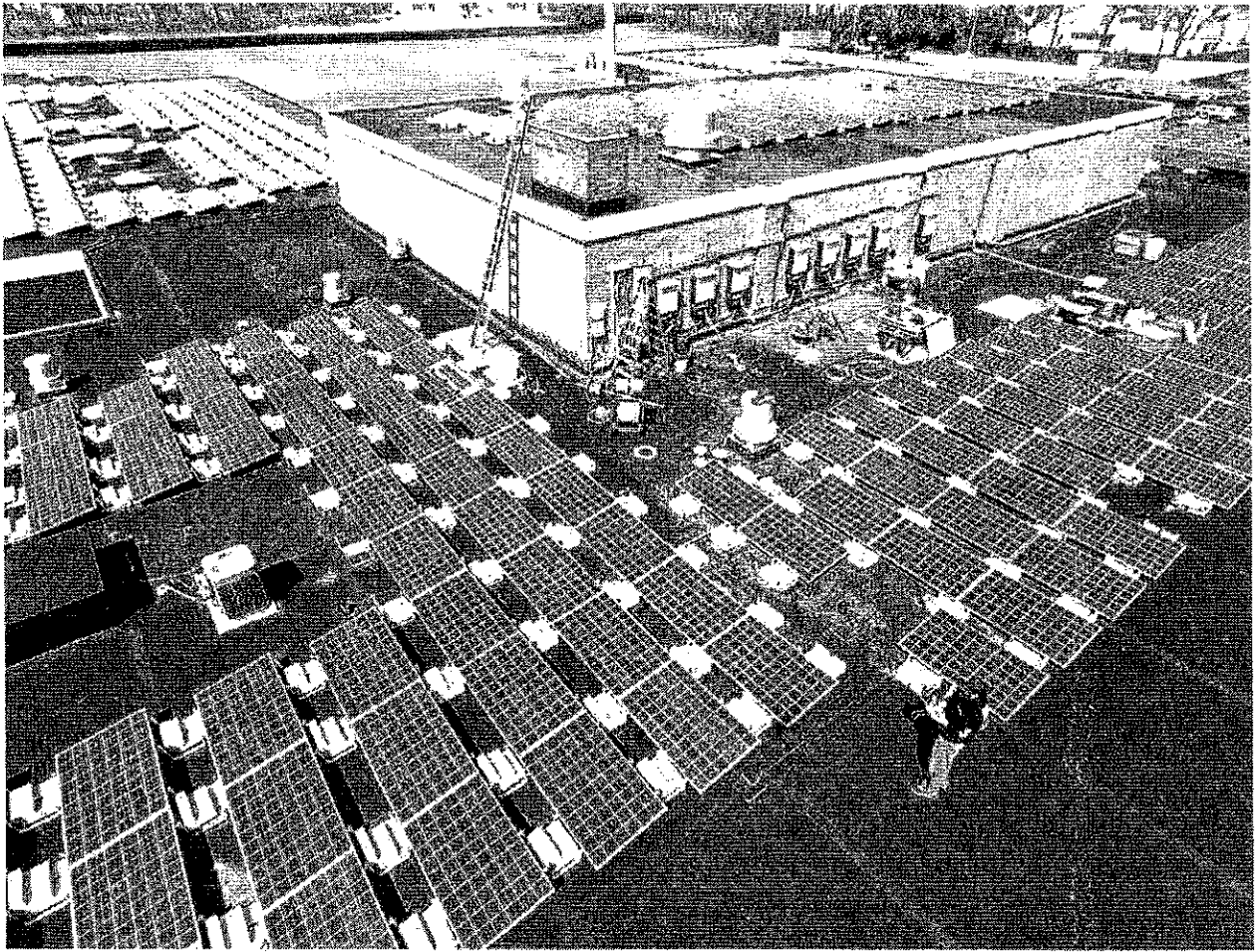
Installation of Switchgear at Bergen Point WWTP as confirmed by Sammy and Matty, April 2016



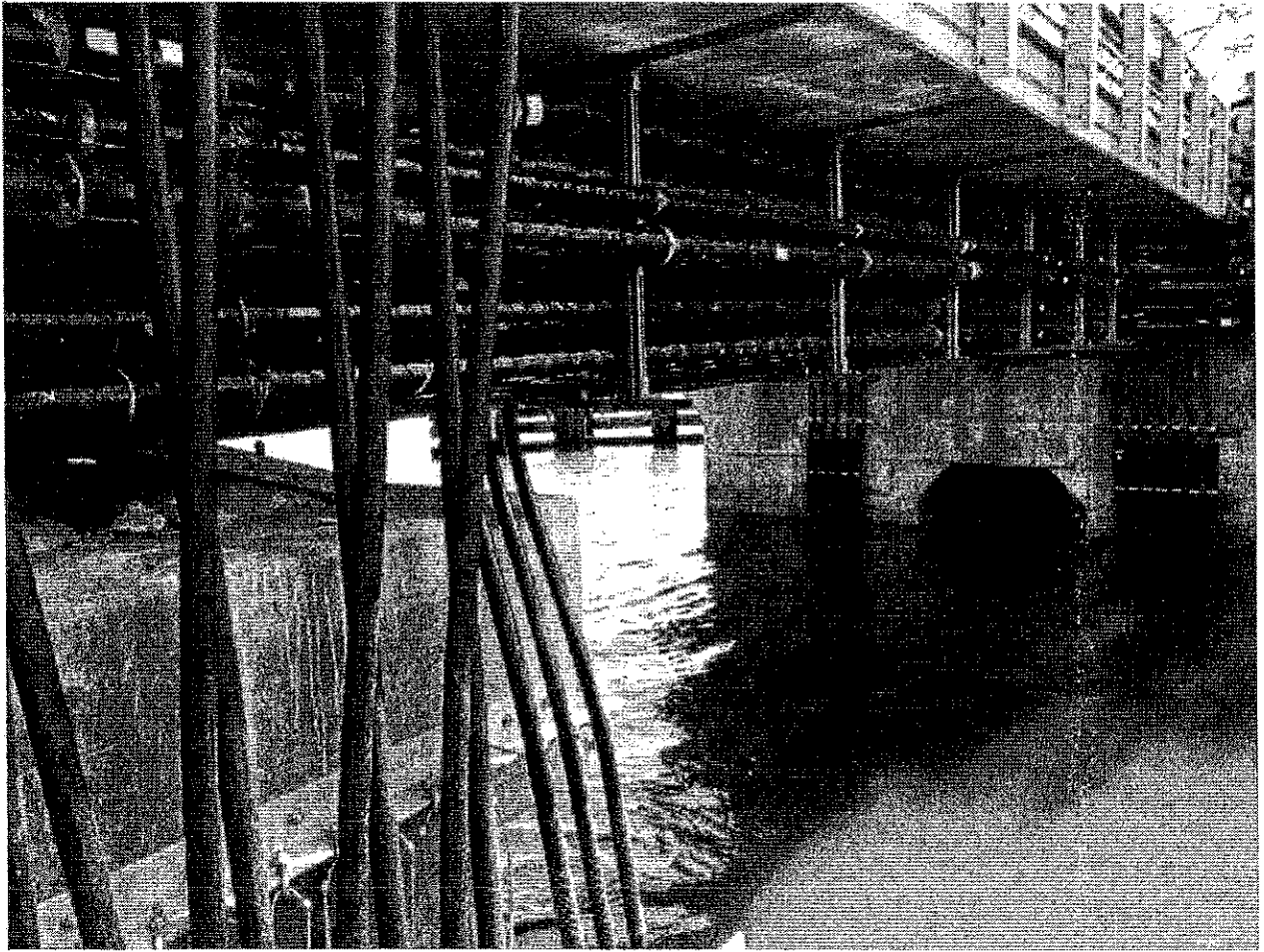
Fiber optic cable repair in progress on LIE service road. With our custom-manufactured and fully equipped Fiber optic trailer, Hinck is prepared for any multi-mode and single mode fiber installation and repair project.



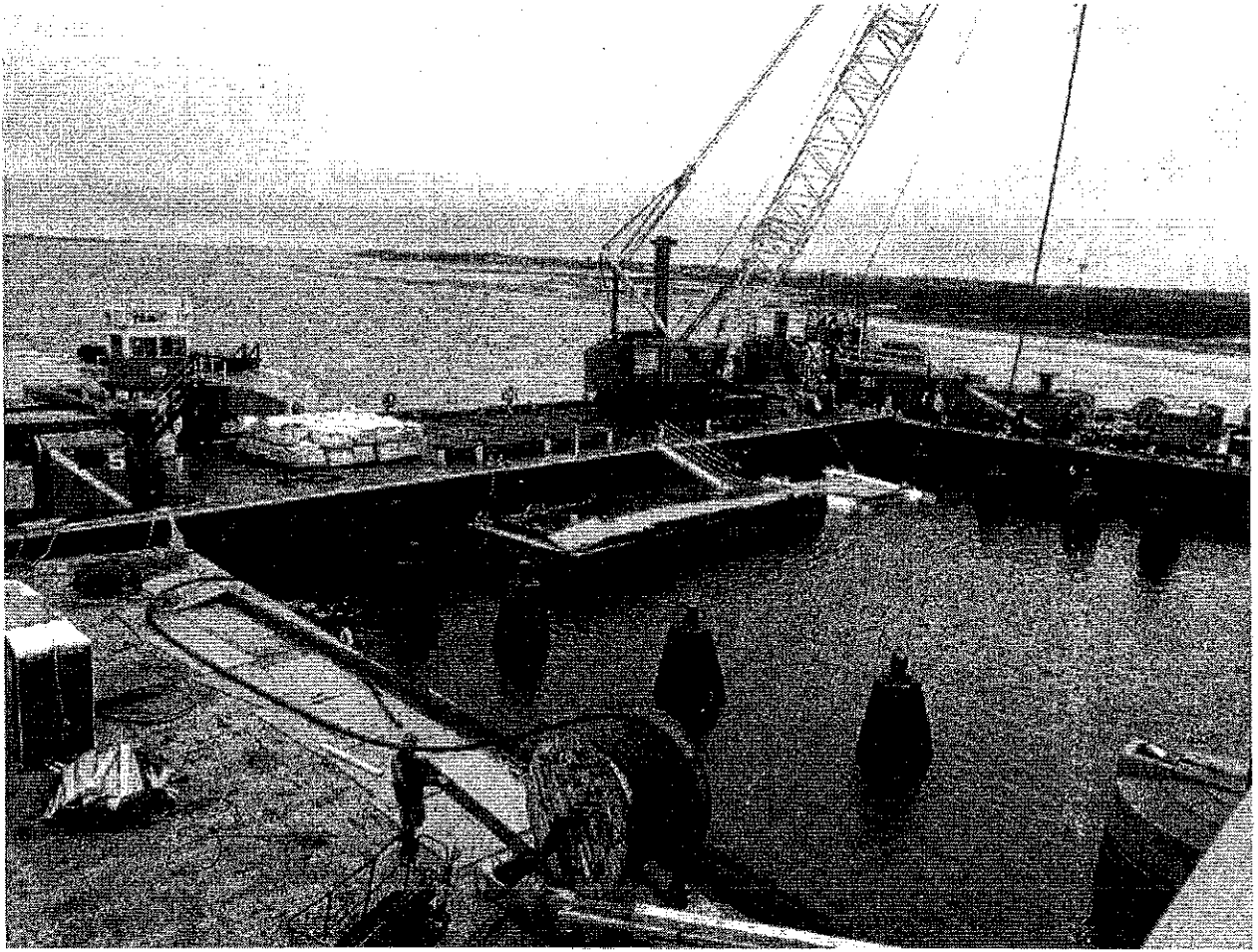
Hinck has completed 4 different projects from 1998 to 2016 for the NYSDOT that have involved the installation of Solar Powered Scour Monitoring stations. In total we have installed over 100 of these units on 7 different Long Island bridges that have been deemed to be potentially vulnerable to underwater scouring of its piles.



Solar Panel Installation at one of the five Sachem School District schools Hinck is currently contracted to install



Completed installation of new submarine cables, underwater HDPE and fiberglass conduit for LIRR design build project at Wreck Lead bridge. Completed September 2017



Three barges aligned in "C" formation on one side of Loop parkway bridge to allow for Hincks installation of one control and two power submarine cables



Town of North Hempstead - Clinton Martin Pool - Complete renovation and rehabilitation of electrical systems, grounding, bonding and lighting systems including the furnishing and installation of 5 - 80' main pool Musco lights and 6 - 60' tennis court Musco lights in addition to 319 canopy lights, interior electrical renovation of all building facilities and mechanical rooms, new electrical service and distribution equipment. Anticipated completion - May 2018

Testimonials

RONALD J. FIORIELLO

Project Manager, Long Island Rail Road

MOUSTAFA SAAD-ELDIN

P.E., Regional Bridge Maintenance Engineer

ROBERT F. ESLINGER, JR.

Hardesty & Hanover

S. MUKHERJI

Brookhaven National Laboratory

PAUL J. DIMARIA

Islip Resource Recovery Agency

PAUL J. PALLAS

Village of Rockville Center

PAUL MCDONALD

New York State Department of Transportation

Hinck Electrical Contractor, Inc.

Primarily serving Long Island, as well as New York City's five boroughs, and upstate New York.

John Buck

President

john.buck@hinckelectric.com

LinkedIn Profile

Craig Hinck

Vice President

c.hinck@hinckelectric.com

75 Orville Drive

Bohemia, NY 11716

Phone: (631) 277-7700

Fax: (631) 277-7833

Department of Program Management
93-59 183 Street - Mail Code #3146
Hollis, NY 11423
(718) 558-3552



March 31, 2009

John G. Buck, President
Hinck Electrical Contractors Inc.
75 Orville Drive
Bohemia NY, 11716

**Re: Contract 5998 - POI2226 - Notification of Performance Evaluation
Wreck Lead Bridge Submarine Cable Replacement Project**

Dear Mr. Buck:

I wish to commend you and your company for outstanding performance on the Wreck Lead Bridge submarine cable replacement project in Reynolds Channel, Long Beach, NY. You were able to meet difficult challenges throughout the project and the LIRR feels you have exceeded all expectations of performance.

I continually monitored your performance, particularly in the key areas of Safety, Quality, Scheduling, and Management (*Quality of Service and Deliverable and Management of consultants*).

Hinck's progress and completion of the project met the contract duration and /milestones.

Your company complied with all contract safety requirements and guidelines. Hinck developed and implemented an accident prevention program as required by the contract.

Hinck complied with all testing requirements to insure that materials and workmanship achieved contractual requirements and specifications.

Hinck Electrical was timely; in correcting any noted deficiencies, in completing punch list work, and completing additional work and change order proposals.

Sincerely


Ronald J. Fioriello
Project Manager
Long Island Rail Road



**Hardesty
& Hanover**
engineering that moves you

1501 Broadway, Suite 310, New York, NY 10036
T 212.944.1150 • F 212.391.0297
www.hardesty-hanover.com

September 13, 2013

Re: NCBA Atlantic Beach Bridge Over Reynolds Channel Electrical, Mechanical, Structural Rehabilitation.

To Whom it may concern,

Hinck Electric, in the early summer of 2012, had installed a broad band Ethernet link between PLCC's in each bridge tower so as to maintain operational communication between the towers as there were no spare communication conductors available in the submarine cable. The work done by Hinck included a site survey to assure no conflict with JFK approach guidance radios, placement to assure clear signal path during raised leaf operation of the bridge and IP addressing of radios to work with the PLCC system. In addition, Hinck has maintained this temporary system right up until the present time with it projected to be removed by Dec. of this year. Hinck did a very good job throughout not just on the installation and maintenance of the Ethernet Link but also on the complete electrical system rehabilitation of the entire bridge. I would highly recommend Hinck for any Ethernet work you may have as well as Bascule Span Drawbridge electrical work.

Very truly yours,

HARDESTY & HANOVER

Robert F. Eslinger, Jr. P.E.



November 13, 2006

To Whom It May Concern:

Hinck Electrical Contractors Inc. (Hinck) located at 75 Orville Drive, Suite 1, Bohemia, NY 11716, recently completed three (3) projects for the Islip Resource Recovery Agency (IRRA) at the MacArthur Resource Recovery Facility (MRRF). The MRRF is an IRRA Waste-to-Energy facility located on Veterans Memorial Highway in Ronkonkoma, NY. The three (3) projects were as follows:

1. MacArthur Resource Recovery Facility Electrical Upgrade Project Contract No. IRRA 2004-2
2. MacArthur Resource Recovery Facility Fan Replacement Project Contract No. IRRA 2004-3
3. MacArthur Resource Recovery Facility Secondary Air System Project Contract No. IRRA 2004-6

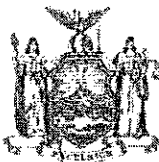
The contract value for the three projects was approximately \$4,767,000. Hinck's work quality and performance on these projects was excellent. The IRRA highly recommends Hinck Electrical Contractors, Inc. for any future projects.

Sincerely,

Paul J. DiMaria, P.E.
Chief Engineer

cc: file





STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
ALBANY, N.Y. 12232
www.nysdot.gov

JOAN McDONALD
COMMISSIONER

ANDREW M. CUOMO
GOVERNOR

December 12, 2012

Mr. John G. Buck
President
Hinck Electric
75 Orville Drive
Bohemia N.Y. 11716

Dear John,

After hurricane Sandy struck N.Y., we lost power to a large number of our bridges including all of our drawbridges. I was very much appreciative of Hinck Electric's response in making critical and immediate repairs to the submarine cable at the Loop Parkway drawbridge. Additionally, getting the temporary generator on line at the WSP drawbridge and performing repairs to the transfer switch at the MSP drawbridge were also of great benefit. Although I am sure that you had your hands full, Hinck Electric's immediate and effective response to our call for assistance allowed our crews to focus on, and resolve, other storm related issues. On behalf of Bridge Maintenance, I would like to thank you, but I would also like to say a special thank you to the men that went out and did all of the good work, namely: Pete Bonziglia, Pat Bonziglia, Carlos Dominguez and Tommy Thompson.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul McDonald".

Paul McDonald
Assistant Regional Bridge Maintenance Engineer



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
250 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788-5518

SUBIMAL CHAKRABORTI, P.E.
REGIONAL DIRECTOR

JOSEPH H. BOARDMAN
COMMISSIONER

October 19, 2004

Mr. John Buck
Hinck Electrical Contractor, Inc.
160 Irish Lane
Islip Terrace, NY 11752

Dear John:

On behalf of the Department of Transportation, I would like to thank you for the outstanding service your company provided as an electrical contractor servicing our Region's bascule bridges. Whenever services were requested, your company responded in a timely and professional manner. Your staff was very knowledgeable and friendly. We look forward to doing more work with your company in the future.

Very Truly Yours,

MOUSTAFA SAAD-ELDIN, P.E.
Regional Bridge Maintenance Engineer

MSE:RL

BROOKHAVEN
NATIONAL LABORATORY

Building 134C
P.O. Box 5000
Upton, NY 11973-5000
Phone 631 344-5279
Fax 631 344-2884
mukherji@bnl.gov

managed by Brookhaven Science Associates
for the U.S. Department of Energy

Memo

date: October 7, 2003
to: E. T. Murphy
from: S. Mukherji *S. Mukherji*
subject: Teamwork
Electrical System Modifications - Phase II
Project Completion

The Electrical System Modifications - Phase II project is now complete. It was my privilege to be a part of an excellent team that took this project through the conceptual, design, planning and execution stages to its successful completion.

My appreciation goes to Abass Wessen, whose design documents translated into a construction package that is now successfully operating as a much improved electrical infrastructure for the Laboratory. Helping the effort was Roy Butler's inspection services.

The contractor's performance, especially that of Hinck Electric Company's supervisor, Tom Thompson, is commendable. The construction work was carried out over a two-year period, without any safety violations and without any major technical deficiency.

Last but not the least, Plant Engineering's Line Crew support was invaluable. John Dowd, Jim Boomer and their whole group worked tirelessly to prepare for temporary power and electrical shutdowns to support the construction effort. John and Jim were the extra set of eyes and hands that were vigilant in testing, checking and correcting the extensive activities that continued for two years. Their support at any hour of the day or night was instrumental in bringing this project to a successful completion.

The final shutdown work that extended to every weekend during the months of August and September, often continuing past midnight, has been stressful but was performed in a great spirit of cooperation. My heartfelt appreciation goes to you all.

I thank my Managers, Gregg Flett and Marty Fallier, for their expert guidance throughout the project, and all the co-workers in E&CS for their help, whenever it was needed.

SM/es:m1

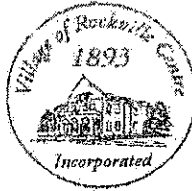
cc: R. Aikman
J. Boomer
J. Buck (Hinck)
R. Butler
J. Dowd
M. Fallier
G. Flett
A. Wessen

VILLAGE OF ROCKVILLE CENTRE

P.O. BOX 950

ROCKVILLE CENTRE, N. Y. 11571-0950

EUGENE J. MURRAY, Mayor
EUGENE A. YOURGH, Trustee
FRANCIS A. COSGROVE, Trustee
PETER M. RUBIN, Trustee
JAMES R. FARRELL, Trustee



PATRICK J. HESTER
SUPERINTENDENT OF
ELECTRIC UTILITIES

516/878-8211
FAX #: 516/878-9204

May 10, 1995

Hinck Electrical Contracting
160 Irish Lane
Islip Terrace, NY 11752

Att: John Buck, Jr.

Dear Mr. Buck:

This will serve as a letter of reference for work performed by Hinck Electrical Contracting for the Village of Rockville Centre's recently completed substation project.

The project involved the construction of two electric substations: one, a 33kV open air substation that serves as a supply point for the Village's electric system; the other, a 33kV to 4kV distribution substation. The project required concurrent construction of both sites.

Hinck's performance on this project met all expectations. The personnel assigned to this project were qualified to perform the work required during all phases of construction. The level of cooperation between the contractor's personnel and the Village was above average.

I would not hesitate to recommend Hinck Electrical Contracting for work similar to the project at our two substation sites.

Very truly yours,

PAUL J. PALLAS
Deputy Supt. of Utilities

PJP:fm

ELECTRIC DEPARTMENT, 110 MAPLE AVENUE

SIGNATURE OF HOLDER

This is to certify that

Frederick B. Finley

is a Duly Registered Master Electrician in the
VILLAGE OF LYNBROOK
NASSAU COUNTY, NEW YORK
for the year ending 12/31/2021

Theresa E. Whitener

Reg. No.

Licensing Board of Electricians

Signature of Holder

License No. 691

This is to certify that

JOHN BUCK

is a duly licensed Electrician in the
INC. VILLAGE OF HEMPSTEAD N.Y.

Receipt No.
142666

Expiring
Dec. 31, 20 21

Don Ryan
Rafaela
Jim
Village Clerk
Electrical License Board

VILLAGE OF LAWRENCE

NASSAU COUNTY, NEW YORK

License#: 2020002

Fee: \$100.00

Expiration Date: 12/31/2020



This hereby certifies that

Roy Hinck

75 Orville Drive, Suite 1

Bohemia, NY 11716

is granted the following license

Renewal Electrician

This license is issued subject to the strict observance of all laws, ordinances and regulations enacted for the protection of the Village, so far as they may apply, and is subject to revocation at any time by the Village Administrator in the event of failure of the licensee to comply with any of the terms or conditions upon which same is granted.

This is a personal license and is not assignable.

Dated: 12/9/2019

Ronald Shelden

Village Administrator

gaw

INCORPORATED VILLAGE OF EAST HILLS

Nassau County, NY

No: **12883**

Receipt No: **63729**

PERMIT

Date: **11/22/2019**

Permission is hereby granted to **Craig Hinck**

of **Hinck Electrical Contractor Inc., 75 Orville Drive Suite 1, Bohemia, NY 11716**

For the purpose of **Renew Electrician's License.**

In accordance with the provisions of Village Code

Sec. 214-138 (7)(b)

This permit expires **12/31/2020**

By Authority of the Board of Trustee

Donna Hooch

Village Clerk

LICENSE RENEWAL

THE INCORPORATED VILLAGE OF MALVERNE

THIS LICENSE IS SUBJECT TO ALL VILLAGE ORDINANCES AND MAY BE REVOKED FOR ANY VIOLATION

No BD: 9744

This is to certify that


**FRED FINLEY
75 ORVILLE DRIVE
SUITE 1
BOHEMIA NY 11716**

having in accordance with the provision of VILLAGE ORDINANCE:

paid the fee of: \$200.00

an ELECTRICIANS LICENSE is hereby granted unto him/them.

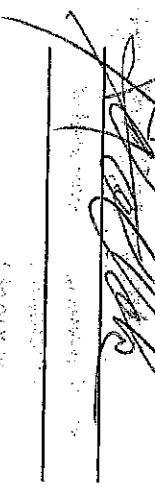
within the said VILLAGE for the period ending 12/31/2021.



Superintendent of Buildings



Village Clerk

Signature of Holder	
I wish to certify that - Renewal No. <u>7920</u> License No. <u>262</u> <u>ROY HICK</u> Licensed Electrician	Having given satisfactory evidence of competency, is hereby licensed as a Master Electrician in accordance with Electrical Code of the Village of Westbury pertaining to Electrical Work subject to the provisions of said Code and all Laws or Ordinances applicable thereto.
This License Expires December 31, 20 <u>21</u>	 Examining Board of Electricians

BOHEMIA NY 11716

Date	Fee	Receipt No.	Check No.	Amount
10/25/2019	ELRNV	19-8477	4260	\$100.00
RENEWAL ELECTRICAL LICENSE				



THE CITY OF LONG BEACH
OFFICE OF THE CITY CLERK
1 WEST CHESTER STREET
LONG BEACH, NY 11561
(516) 431-1002
WWW.LONGBEACHNY.ORG/CITYCLERK

License No: 3039

Electrical Contractor License

Date of Issuance: 1/24/2000

Expires: 11/30/2021

Know Ye That:

JOHN BUCK

Address:

66 EAGLE CIRCLE
BOHEMIA, NY 11716

Receipt of Which is Acknowledged

Is Hereby Licensed as a/an: **Electrical Contractor**

This license is subject to the strict observance of all laws, ordinances and regulations of the
City of Long Beach, State of New York and other proper authorities.

This license is not valid unless it bears the raised seal of the City of Long Beach

Paul W. Johnson

City Clerk

Master Electrician's License
Village of Freeport, NY

No. 10399

HINCK ELECTRICAL CONTRACTOR INC

75 ORVILLE DR STE 1
BOHIMEA, NY 11716

JOHN BUCK

having given satisfactory evidence of competency, is hereby LICENSED, in pursuance of the Village Law of the State of New York and the ordinances of the Village of Freeport, as a Master Electrician in accordance with the Electrical Code of Village of Freeport subject to all provisions of the Electrical Code and all laws or ordinances applicable thereto.

From 01/01/2020 To 12/31/2020

Dated 10-9-19


Mayor


Village Clerk

(SEAL)

Received from JOHN BUCK \$ 225.00 in payment of license fee on above granted license.


Village Treasurer

INCORPORATED
VILLAGE OF MINEOLA



ELECTRICAL LICENSE

EXPIRES DEC. 31 **2021**

INCORPORATED VILLAGE OF CEDARHURST

RECEIPT **0477**

Dated 4/8/19

License No. 0477

Amount \$ 100.

Type of License Electrician

Name of Licensee Roy Hinck / Hinck Electrical Contractor, Inc.

Address 75 Orville Drive, Ste 1, Bohemia NY 11716

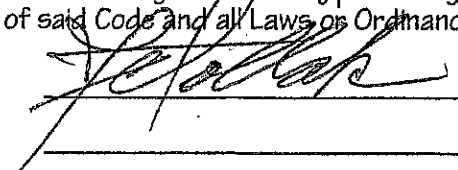
Expiration Date 05-31-2020

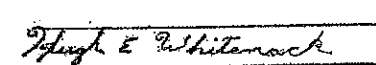
For Salvatore Evola
Village Clerk/Treasurer




Check ☒ #4203

Cash ☐

By h m

Signature of Holder	This is to certify that - Renewal No. <u>7749</u> , License No. <u>262</u> <u>Ray Hinck</u> Licensed Electrician
	Having given satisfactory evidence of competency, is hereby licensed as a Master Electrician in accordance with Electrical Code of the Village of Westbury pertaining to Electrical Work subject to the provisions of said Code and all Laws or Ordinances applicable thereto.
	
	This License Expires December 31, 20 <u>19</u> Examining Board of Electricians

SIGNATURE OF HOLDER	This is to certify that <u>Frederick B. Finley IV</u> is a Duly Registered Master Electrician in the VILLAGE OF LYNBROOK NASSAU COUNTY, NEW YORK for the year ending 12/31/2019
	
	Reg. No. <u>1468</u>
	Licensing Board of Electricians

Signature of Holder	License No. <u>691</u> This is to certify that JOHN G. BUCK is a duly licensed Electrician in the INC. VILLAGE OF HEMPSTEAD, N.Y. Receipt No. <u>132487</u> Expiring <u>19</u> Dec. 31, 20
	
	
	
	Mayor Village Clerk Electrical License Board

INCORPORATED VILLAGE OF EAST HILLS

Nassau County, NY

No: 12230

Receipt No: 60271

Date: 11/9/2018

PERMIT

Permission is hereby granted to Craig Hinck

of Hinck Electrical Contractor Inc., 75 Orville Drive Suite 1, Bohemia, NY 11716

For the purpose of Renew Electrician's License.

In accordance with the provisions of Village Code Sec. 214-138 (7)(b)

This permit expires 12/31/2019

By Authority of the Board of Trustee

Dana Godch
Village Clerk

LICENSE RENEWAL

THE INCORPORATED VILLAGE OF MALVERNE

THIS LICENSE IS SUBJECT TO ALL VILLAGE ORDINANCES AND MAY BE REVOKED FOR ANY
VIOLATION

No BD: 9744

This is to certify that

FRED FINLEY
75 ORVILLE DRIVE
SUITE 1
BOHEMIA NY 11716

having in accordance with the provision of VILLAGE ORDINANCE:


paid the fee of: \$200.00

an ELECTRICIANS LICENSE is hereby granted unto him/them.

within the said VILLAGE for the period ending 12/31/2019.



Superintendent of Buildings



Village Clerk

INC. VILLAGE OF MINEOLA

BUILDING DEPARTMENT

155 Washington Avenue, Mineola, N.Y. 11501

License To Do Business

License No. 13837

A License, pursuant to Article II of
the Village Law granted to:

Electricians License

Name:

Fred Kinky

Company:

Hurck Electrical Contractor, Inc.

Date from:

January 1, 2018

Date to:

December 31,

Fee:

\$270.00/yr

PK# 4054

Dated:

1/2/18

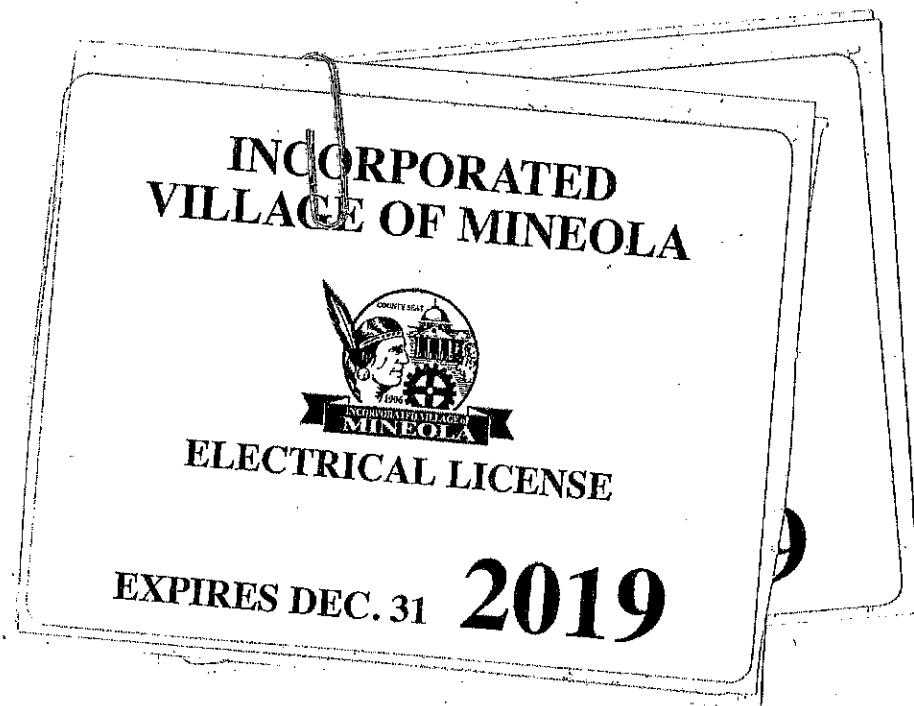
Approved by:

DT

4

PLEASE TAKE NOTICE that this license is issued pursuant to the General Ordinances of the Village of Mineola, NY and is revocable; any violation of the State law, or any violation of the Village Ordinances of the Village of Mineola, NY., or any order or direction of the Board of Trustees of Mineola, NY., or the Police Department, will subject the holder thereof to its immediate revocation.

PLEASE TAKE FURTHER NOTICE that this permit is issued to the person whose name appears on the face hereof and is not assignable.



INCORPORATED VILLAGE OF CEDARHURST

RECEIPT 0228

Dated 4/20/18

License No. 0228

Amount \$ 100-

Type of License Electric

Name of Licensee Roy Hinck

Address 75 Orrille Drive, Suite 7 Bohemia
NY

Expiration Date 5/31/19

IA

Check ☒ 4097

Cash ☐

For Salvatore Evola

Village Clerk/Treasurer

By Nancy Ciavolo

DEC 20 2018

VILLAGE OF LAWRENCE

NASSAU COUNTY, NEW YORK

License#: 2019039
Fee: \$100.00
Expiration Date: 12/31/2019



This hereby certifies that

Roy Hinck

75 Orville Drive, Suite 1

Bohemia, NY 11716

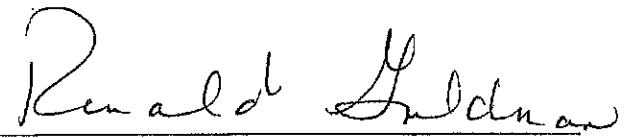

is granted the following license

Renewal Electrician

This license is issued subject to the strict observance of all laws, ordinances and regulations enacted for the protection of the Village, so far as they may apply, and is subject to revocation at any time by the Village Administrator in the event of failure of the licensee to comply with any of the terms or conditions upon which same is granted.

This is a personal license and is not assignable.

Dated: 12/17/2018


Village Administrator 

DEPARTMENT OF BUILDINGS
SAFETY INSPECTION AND ENFORCEMENT
TOWN OF NORTH HEMPSTEAD, MANHASSET, NY
JOHN NIEWENDER, BUILDING COMMISSIONER

ROY HINCK
HINCK ELECTRICAL CONTRACTOR
75 ORVILLE DR SUITE 1
BOHEMIA, NY 11716

License Type..... ToNH Electrician
License Number: 0546 E
Date Issued..... 09/28/2017
Renewal Date.... 12/31/2020

Having given satisfactory evidence of competency, the above licensee is hereby licensed in accordance with Chapter 2 of the Code of the Town of North Hempstead, subject to the provisions of said code and all laws or ordinances applicable thereto.

Amorse
Member, Examining Board of Electricians

UNIQUE ID NUMBER

2000007653

State of New York
Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY

Control
No.

110498

PURSUANT TO THE PROVISIONS OF ARTICLE 6D OF THE
GENERAL BUSINESS LAW AS IT RELATES TO THE BUSINESS
OF INSTALLING, SERVICING, OR MAINTAINING SECURITY
OR FIRE ALARM SYSTEMS

EFFECTIVE DATE

MO. DAY YR.
11 24 18

EXPIRATION DATE

MO. DAY YR.
11 23 20

HINCK ELECTRICAL CONTRACTOR IN
75 ORVILLE DR
STE 1
BOHEMIA, NY 11716

HAS BEEN DULY LICENSED TO ENGAGE IN THE BUSINESS
OF INSTALLING, SERVICING, OR MAINTAINING SECURITY
OR FIRE ALARM SYSTEMS

QUALIFIER HINCK ROY

Witness Whereof The Department of State has caused
its official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE



**VILLAGE OF ROCKVILLE CENTRE
DEPARTMENT OF BUILDINGS
LICENSED ELECTRICIAN**

NAME: FRED FINLEY

LICENSE TYPE: MASTER ELECTRICIAN

LICENSE NO: 280

VALID: 06/01/2018

EXPIRES: 04/30/2020

Patrick D. O'Brien

PATRICK D. O'BRIEN - BUILDING DEPARTMENT SUPT.



This is to certify that

Paul M. Stram

is a duly Registered Electrician in the

TOWN OF HEMPSTEAD

for the year ending

2021

Lic. No. *2397*

C.D. Samuel Joseph

Chairman Examining Board of Electricians

John E. Rotkamp - Commissioner

This is to certify that

Roy Hinck

is a duly Registered Electrician in the

TOWN OF HEMPSTEAD

for the year ending

2020

Lic. No. *1556*

C.D. Samuel Joseph

Chairman Examining Board of Electricians

John E. Rotkamp - Commissioner

SUFFOLK COUNTY DEPT OF LABOR,
LICENSING & CONSUMER AFFAIRS

**MASTER
ELECTRICIAN**

NAME

CRAIG HINCK

BUSINESS NAME

HINCK ELECTRICAL CONTRACTOR INC

License Number

4736-ME

Date Issued

03/16/1998

EXPIRATION DATE

02/01/2020



This certifies that the
bearer is duly
licensed by the
County of Suffolk

Frank Nardelli
Commissioner

SUFFOLK COUNTY DEPT OF LABOR,
LICENSING & CONSUMER AFFAIRS

**MASTER
ELECTRICIAN**

NAME

PAUL M STRAM

BUSINESS NAME

HINCK ELECTRICAL CONTRACTOR, INC.

License Number

5025-ME

Date Issued

05/14/2001

EXPIRATION DATE

02/01/2020



This certifies that the
bearer is duly
licensed by the
County of Suffolk

Frank Nardelli
Commissioner

This is to certify that

Frederick B. Finley IV

is a duly Registered Electrician in the

TOWN OF HEMPSTEAD

for the year ending

2020

Lic. No. *2563*

C.D. Samuel Joseph

Chairman Examining Board of Electricians

John E. Rotkamp - Commissioner

Master Electrician's License
Village of Freeport, NY

No. 8030

HINCK ELECTRICAL CONTRACTOR INC

75 ORVILLE DR STE 1
BOHEMIA, NY 11716
JOHN BUCK

having given satisfactory evidence of competency, is hereby LICENSED, in pursuance of the Village Law of the State of New York and the ordinances of the Village of Freeport, as a Master Electrician in accordance with the Electrical Code of Village of Freeport subject to all provisions of the Electrical Code and all laws or ordinances applicable thereto.

From 01/01/2019 To 12/31/2019

Dated

1-29-19

Mayor

Village Clerk

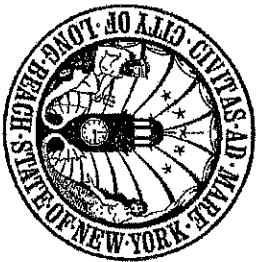
(SEAL)

Received from JOHN BUCK

\$ 225.00

in payment of license fee on above granted license.

Village Treasurer



THE CITY OF LONG BEACH
OFFICE OF THE CITY CLERK
1 WEST CHESTER STREET
LONG BEACH, NY 11561
(516) 431-1002
WWW.LONGBEACHNY.ORG/CITYCLERK

License No: 3039

Electrical Contractor License

Date of Issuance: 1/24/2000

Expires: 11/30/2019

Know Ye That:

JOHN BUCK

Address:

66 EAGLE CIRCLE
BOHEMIA, NY 11716

Receipt of Which is Acknowledged

Is Hereby Licensed as a/an: **Electrical Contractor**

This license is subject to the strict observance of all laws, ordinances and regulations of the
City of Long Beach, State of New York and other proper authorities.

This license is not valid unless it bears the raised seal of the City of Long Beach

[Handwritten signature]

City Clerk

COUNTY OF NASSAU

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

1. Name of the Entity: Hinck Electrical Contractor, Inc.

Address: 75 Orville Drive, Suite 1

City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716

Country: US

2. Entity's Vendor Identification Number: 112215346

3. Type of Business: Other (specify) S-Corp

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):

1 File(s) uploaded Hinck Corp Structure.docx

No principals have been attached to this form.

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

If none, explain.

John G Buck 12 Dover Court Bay Shore, NY 11706
Craig Hinck 806 Aberdeen Road Bay Shore, NY 11706
Fred Finley 448 Stratford Road S Hempstead NY 11550

No shareholders, members, or partners have been attached to this form.

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
None

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

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

Electronically signed and certified at the date and time indicated by:
Craig Hinck [C.HINCK@HINCKELECTRIC.COM]

Dated: 10/26/2020 10:10:36 AM

Title: Vice President

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


The ownership and corporate officers of Hinck Electrical Contractor, Inc. are as follows:

John G. Buck - 50%
President/Estimator and Project Manager

Craig Hinck – 13%
Vice President/Estimator and Project Manager

Fred Finley - 37%
Secretary/Estimator and Project Manager

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 91366-04090-050
	COUNTY OF NASSAU		Dated: Ad. 03/19/2020
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		BID OPENING DATE April 09, 2020 11:00 A.M. E.S.T.
BUYER Timothy Funaro		TELEPHONE 516-571-7720	REQUISITION NUMBER OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Bridge Repair Services

MAY 12 2020

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

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

OPENED 11 AM

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

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

DELIVERY MADE TO:
Nassau County
Department of Public Works
Long Beach and Bayville Bridges

GUARANTEED DELIVERY DATE
N/A DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
11-2215346

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER <u>Hinck Electrical Contractor, Inc.</u>			
ADDRESS <u>75 Orville Drive Suite 1</u>			
CITY <u>Bohemia</u>	STATE <u>NY</u>	ZIP CODE <u>11716</u>	TELEPHONE <u>631-277-7100</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>[Signature]</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>John B. Buck - Pres.</u>	

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

BID TERMS AND CONDITIONS

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

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

Director, Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: Hinck Electrical Contractor, Inc.

Address: 75 Orville Drive, Suite 1 Bohemia NY 11716

Telephone No: 631-277-7700

Fax No: 631-277-7833

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

GUIDELINES FOR DISCLOSURE

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

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

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

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

BIDDER SIGN HERE

[Signature]
BIDDER

Pres. Hinck
TITLE

Hinck Electrical Contractors, Inc.

75 Orville Drive • Suite 1
Bohemia, NY 11716

(631) 277-7700 FAX (631) 277-7833
www.hinckelectric.com

April 7, 2020

The ownership and corporate officers of Hinck Electrical Contractor, Inc. are as follows:

John G. Buck - 50%
President/Estimator- Project Manager
12 Dover Ct.
Bay Shore, NY 11706

Craig Hinck – 13%
Vice President/Estimator/Project Manager
806 Aberdeen Road
Bay Shore, NY 11706

Fred Finley - 37%
Secretary/Estimator-Project Manager
448 Stratford Rd.
So. Hempstead, NY 11550

QUALIFICATION STATEMENT

BIDDER'S NAME:

Hinck Electrical Contractor, Inc.

ADDRESS:

75 Orville Drive, Suite 1 Bohemia NY 11716

1. STATE WHETHER: CORPORATION ☒ INDIVIDUAL _____ PARTNERSHIP _____

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

John G. Buck 12 Dover Court Bay Shore NY 11706

VICE PRESIDENT

Craig Hinck 806 Aberdeen Road Bay Shore NY 11706

SECRETARY

Fred Finley 448 Stratford Road S. Hempstead NY 11550

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes, 2019
IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 50

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? None

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
John G. Buck	President	34 yrs	All	Estimator / Project manager
Craig Hinck	Vice President	27 yrs	All	Estimator / Project manager
Fred Finley	Secretary	22 yrs	All	Estimator / Project manager

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

visited job site

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

BIDDER SIGN HERE

[Signature]
BIDDER

[Signature]
TITLE

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

John G. Buck - Pres. Hinch Electric

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

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

1. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE: _____

2. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE: _____

3. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE: _____

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

BIDDER SIGN HERE

BIDDER

Pres. Hinch Electric
TITLE

DRAWBRIDGE EXPERIENCE

Hinck Electric has been in business since 1970. In that time we have proven ourselves to be one of the premiere Electrical contractors on Long Island. A major component of the electrical work we do includes that associated with bascular span drawbridges which most often includes submarine cables. Because of our unprecedented experience in this unique specialty of drawbridge and submarine cable electrical construction we currently are the “go to” Drawbridge Electrical Maintenance contractor for ALL drawbridge responsible agencies on Long Island including the Nassau County Bridge Authority (Vinny Larocca 516-239-6900) , New York State Bridge Maintenance (Paul McDonald 631-661-1685) , Nassau County Dept of Public Works (Ray 516-398-1480) and Suffolk County Dept. of Public Works (Ted Hummus 631-834-9797).

Loop and Meadowbrook Drawbridge Repair (2016-2020)

Contract Price: \$5,420,000.00

Owner: NYSDOT

Description: Mechanical and electrical drawbridge rehabilitation of two existing bridges: including control system, nav lights, and motors.

Beach Lane & West Bay Bridge (2016-2019)

Contract Price: \$905,000

Owner: SCDPW

Description: Complete electrical rehabilitation of two existing drawbridges, control system, nav lights, motors, etc..

Design Build Services for the Replacement of Wreck Lead Bridge Submarine Cable (2016-2017) Hinck-Posillico Joint Venture

Contract Price: \$9,871,000.00

Owner: LIRR

Completion Date: 2017

Description: Replacement of power, signal & communication submarine cables at Reynolds Channel Bridge.

Loop Parkway Bridge Submarine Cable Replacement (2015-2016)

Contract Price: \$700,000.00

Owner: NYSDOT

Description: Complete replacement of all submarine cable for existing drawbridge.

Quogue Bridge (2013-2014)

Contract Price: \$660,000.00

Owner: SCDPW

Description: Complete mechanical and electrical rehabilitation of existing drawbridge control system, navigation lights, motors, etc..

Atlantic Beach Bridge (2011-2013)

Contract Price: \$3,500,000.00

Complete Mechanical and electrical rehabilitation of existing drawbridge including control system, gates, navigation lights, motors.

Owner- Nassau County Bridge Authority

Smith Pont Bridge Electrical Rehabilitation (2010-2011)

Contract Price: \$400,000.00

Electrical rehabilitation of existing bridge including new motor brakes, limits, new navigation lights, traffic gates, main span drive motors

Owner - Suffolk County DPW

Wreck Lead Bridge (2009-2010)

Contract Price: \$1,750,000.00

Owner: Nassau County Bridge Authority

Description: Complete replacement of existing submarine cable with new for LIRR.

Robert Moses Drawbridge Rehabilitation (2007-2010)

Contract Price: \$2,650,000.00

Owner: New York State

Description: Complete electrical rehabilitation of existing bascular span drawbridge including new electrical control system.

Wantagh Draw Bridge (2003-2011)

Contract Price: \$6,000,000.00

Owner: New York State

Engineer; Hardesty & Hanover

Description: From the ground up brand new 4 leaf bascular span drawbridge, including new submarine cables, traffic signals and poles, warning gate, navigation lights, brake thrusters, limit switches, etc ..

Smith Point Bridge Limit Switch Replacement

Contract Price: \$30,000.00

Owner: Suffolk County DPW

Long Beach Drawbridge (2003)

Contract Price: \$2,000,000.00

Owner: New York State

Engineer: URS

Description: Rehabilitation of existing bascular span drawbridge, including new submarine cable, traffic signals and poles, warning gate, navigation lights, brake thrusters, limit switches, etc ..

Bayville Drawbridge (2002)

Contract Price: \$180,000.00.00

Owner: Nassau County Bridge Authority

Description: Job consisted of removal of old submarine cable and installation of new, new rotary cam limits and navigation lights.

Atlantic Beach Drawbridge (2002)

Contract Price: \$1,375,000.00

Owner: New York State

Engineer: Hardesty & Hanover

Description: Rehabilitation of existing bascular drawbridge, including new lighting submarine cables, traffic signals and poles, warning gates and high voltage feeders

Robert Moses Captree Bridge (2001)

Contract Price: \$470,000.00

Owner: New York State

Engineer: Hardesty & Hanover

Description: Installation of 14 scour monitors including underwater work on the piers.

Wantagh Emergency Temporary Bridge (2000)

Contract Price: \$220,000.00

Owner: New York State

Engineer: Hardesty & Hanover

Description: All electrical work associated with installation of emergency temporary bridge.

Installation of Scour Monitor Systems at Sloop and Goose Creek Bridges in Wantagh (2002)

Contract Price: \$66,000.00

Owner: New York State

Engineer: Hardesty & Hanover

Description: Emergency project to install (10) scour monitor stations at each of the above bridges. Scour monitors detect if the creek beds are shifting due to current or storm action, which potentially underline the pilings for existing bridges.

Robert Moses Drawbridge Rehabilitation (1995)

Contract Price: \$562,000.00

Owner: New York State

Engineer: Charles Birnstiel

Description: Complete rehabilitation of existing drawbridge, including main motors, limit switches, lighting, traffic signals and poles, warning gates. New conduit and wiring and completely new wiring diagram. Bridge operation was performed throughout project.

Wantagh Parkway Drawbridge (1993)

Contract Price: \$1,200,000.00

Owner: New York State

Engineer: Hardesty & Hanover

Mr. Henry Hyatt- (212) 944-1150

Description: Job consists of new bascular span with submarine cable gates, building, roadway lighting. Bridge operation required throughout project.

Meadowbrook Parkway Drawbridge (1993)

Contract Price: \$1,850,000.00

Owner: New York State

Engineer: Howard Needles Tammen & Bergendoff

Mr. Gary Peters- (816) 472-1201

Description: This job consisted of new dual bascular span drawbridge with completely refurbished electrical system including submarine cable, traffic gates and signals. Roadway lights, standby generator, etc.. Included bridge operation for entire project.

Bayville Drawbridge (1990)

Contract Price: \$140,000.00

Owner: Nassau County

Mr. Sherman (516) 535-4325

Engineer: Greiner Engineering

Description: Replacement of submarine cable, electrical and mechanical work, complete new electrical work.

Quogue Drawbridge (1990)

Contract Price: \$842,000.00

Owner: Suffolk County Department of Public Works

Engineer: Hardesty & Hanover

Description: Rehabilitation of existing bascular span drawbridge including replacement of submarine cable and electrical and mechanical work.

Reynolds Channel Drawbridge (1989)

Contract Price: \$3,800,000.00

Owner: Long Island Railroad

Joseph Ferraro- (718) 217-3067

Engineer: Long Island Railroad

Gene Curry- (516) 239-1600 (now working for Picone Construction)

Contractor: Atlantic Sea Con (subsidiary of C.B.I)

Description: Job consisted of removal of the old railroad bascular span installed on wood piling, replacing with reconditioned span bought in Florida, refurbished and barged to New York. Work consisted of a tremendous amount of signal control wiring, submarine cable and control wiring. Due to extensive changes by the LIRR our work time was cut from (8) months down to {3} months which required re-opening of the Eridge. All overtime was paid by the LIRR. Scheduling and adhering to certain schedules required extensive coordination's, especially since many items were shipped from many parts of the United States.

Wantagh Parkway Drawbridge (1988)

Contract Price: \$780,000.00

Owner: New York State

Engineer: Hardesty & Hanover

Description: Work included bridge operation, traffic gate, lighting traffic signal.

Long Beach Bridge (Dual Bascular Span) (1984)

Contract Price: \$850,000.00

Owner: Nassau County

Ed Sherman: (516) 535-4325

Dan Baker: (301) 561-0100

Engineer: Greiner Engineering

Description: Job was emergency project due to extensive fire in all the control equipment, damaging all control and power wiring and equipment to control both bascular spans. It was necessary to engineer and prepare a temporary system capable of working both spans and at the same time supply new bridge control equipment and power distribution completely with minimum shutdown time. Coordination and scheduling was a major undertaking due to the magnitude of traffic using this bridge.

West Bay Bridge (1983)

Contract Price: \$583,000.00

Owner: Suffolk County

Engineer: Hardesty & Hanover

Henry Hyatt: (212) 944-1150

Contractor: Underpinning & Foundations

Harry Lynch (212) 661-5550 (now working for Morris & Kuntson

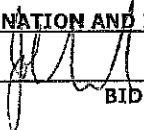
Description: Brand new bascular span with gates, traffic lights, submarine cable, complete new electrical service

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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BIDDER

Pres. Hinch Gleen
TITLE

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:



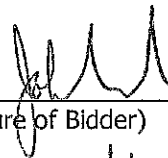
By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR



I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 4/6/2020



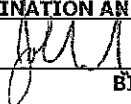
(Signature of Bidder)

Print Name: John G. Buck

Print Title: President - Hinch Glee

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BIDDER

Pres. Hinch Glee

TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

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

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

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

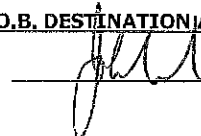
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not

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

**FORMAL SEALED BID PROPOSAL
91366-04090-050**

include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

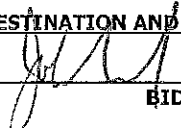
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

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

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

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

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

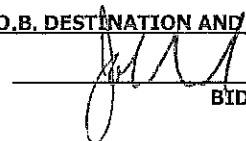
Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit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

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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INDEMNIFICATION:

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

DEFINITIONS:

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

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

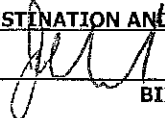
M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

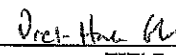
PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

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TITLE

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

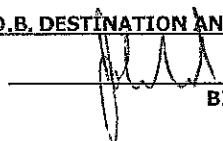
- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
- d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

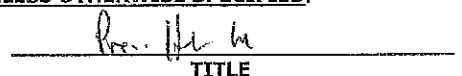
- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

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REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing**, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

<u>Value of Contract</u>	<u>Administrative Fee</u>
\$0-\$10,000	\$0
Over \$10,000-\$50,000	\$160
Over \$50,000-\$100,000	\$266
Over \$100,000	\$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

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

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INTENT

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

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

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

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

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

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

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made N/A **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries. Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

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

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

NO PARTIAL PAYMENTS WILL BE PAID.

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

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


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TITLE

FORMAL SEALED BID PROPOSAL
91366-04090-050

John G. Buck	4/7/2020
CLAIMANT NAME	DATE
	Proc
BY (SIGNATURE)	TITLE

16

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91366-04090-050

arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY

PERIOD: 6 MONTH

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

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

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

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 180 **DAYS AFTER BID OPENING**


EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
_____ days.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

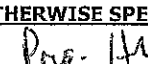
PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the

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TITLE

rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation in specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

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COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

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

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

Bidder shall list below the Insurance Company(s) holding the following documents:

A) Certificate of Insurance name the County of Nassau as co-insured: Please see attached

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause): _____


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

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

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of Insurance may be required prior to Notice of Award or issuance of a Purchase Order.

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

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

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

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

NON PERFORMANCE

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

DISCLAIMER

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

EVALUATION:

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

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BIDDER

TITLE

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

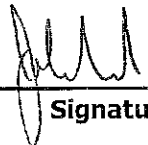
PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN
AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED John G. Buck DO NOT CONTAIN ANY TOXIC SUBSTANCES.

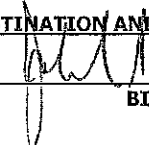
X 
Signature

President
Title

4/6/2020
Date

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ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

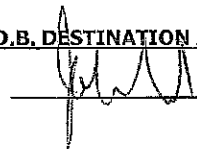
TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

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

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

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Pres.

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

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

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

this 7th day of April, 20 20 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

Hinck Electrical Contractor, Inc

Address:

75 Orville Drive, Suite 1

Street:


Bohemia NY 11716

City, Town, etc:

Telephone: 631-277-7700 Title: _____

If applicable, responsible Corporate Officer

Name John G. Bush Title President

Signature: [Signature] 

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

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[Signature]
BIDDER

4/7/20 Pres.

TITLE

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

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

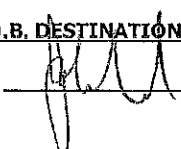
The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau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

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

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

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TITLE

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

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Living Wage

Section 1. Authority and Usage

- a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.
- b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

- a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

- b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

- c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

- d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not:

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

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See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is \$25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount \$25,000 or over, or if such amendment itself involves an expenditure of \$25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than \$25,000 and the original agreement already involves an expenditure of \$25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than \$50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over \$50,000, or if such amendment itself involves an expenditure over \$50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of \$50,000 or less and the original agreement already involves an expenditure over \$50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

4. Waiver of the Law

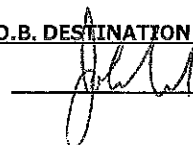
a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying \$25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

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BIDDER

President

TITLE

b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

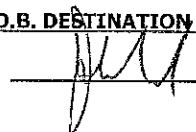
OR

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

Services under the Expanded In-Home Services for the Elderly Program (EISEP)

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President

TITLE

Foster care services under the New York Social Services Law.
Residential domestic violence services under the New York Social Services Law.
Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

- i. Non-residential domestic violence services under the New York Social Services Law.
 - ii. Services under the Home Energy Assistance Program (HEAP)
- Preventive services for children pursuant to the New York Social Services Law
Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

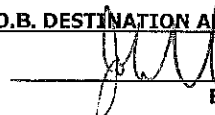
vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance
Attention: Living Wage Waiver Request Office
One West Street – 4th Floor
Mineola, New York 11501

c. Waiver and Procurement

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TITLE

- i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.
- ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.
- d. Review Procedures
- i. Review of a request for a waiver must be made by the Office of Compliance.
- ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.
- iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.
- iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

- i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.
- ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

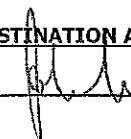
- a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.
- b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

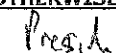
See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

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a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.

b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:

i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.

ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.

b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

Appendix L

Certificate of Compliance

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

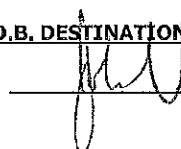
The chief executive officer of the Contractor is:

John G. Buck (Name)
12 Dover Court Bay Shore NY 11706 (Address)
631-383-6569 (Telephone Number)

The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to 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

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TITLE

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:

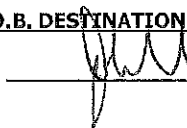
In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational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

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.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91366-04090-050

4/6/2020
Dated _____

[Signature]
Signature of Chief Executive Officer

John G. Buck
Name of Chief Executive Officer

Sworn to before me this
7th day of April, ²⁰²⁰~~2008~~. (Bm)

Barbara A. McGivney
Notary Public

BARBARA A. MCGIVNEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MC6328934
Qualified in Suffolk County
My Commission Expires August 10, 2023

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[Signature]
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TITLE

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions *A copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever is greater", or similar language.

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RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

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

PRE BID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call _____ for an appointment to visit the site.

Approximate yearly usage \$300,000.00

Specifications/Pricing

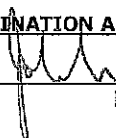
The award winning vendor must have five years' experience in repairing and maintaining bridges and their electrical components. The predominant amount of service will be to repair and maintain electrical components, subcontractors will be allowed when repairs are needed to cover non electrical items.

State years of experience 34 years

ON-DEMAND REPAIR SERVICE FOR The Long Beach and Bayville Bridges.

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TITLE

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

LABOR BETWEEN THE HOURS OF ^{7:00}~~8:00~~ A.M. AND ^{3:30}~~5:00~~ P.M. MONDAY THROUGH FRIDAY

Engineering Services \$ 81.¹⁰ /hr. ^{JOB 4/7/20}

Technician/Field Services \$ 158.⁹⁰ /hr.

Subcontractor cost plus \$ 19.⁸⁹ /hr.

PARTS:

B6) MANUFACTURER'S LIST PRICE (MLP) LESS 0 %

B7) COST PLUS % 19 %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 90 days

LABOR: 30 days

OVERTIME RATES: All other times (after ^{3:30}~~5:00~~ PM or before ⁷~~8:00~~ AM Monday through Friday, or any time on Saturday or Sunday. ^{JOB 4/7/20}

Engineering Services \$ 122.⁻ /hr.

Technician/Field Services \$ 232.³⁵ /hr.

Subcontractor cost plus \$ 29.⁶⁰ /hr.

SUNDAY RATES BELOW

162 /hr

297 /hr

39.90 /hr

JOB
4/7/20

RESPONSE TIME 3 hrs

Other services and locations can be added with written quote and amendment.

Equipment and Vehicle Rental will be at "EQUIPMENT WATCH RENTAL BLUE BOOK" RATES.

JOB
4/7/20

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Pres. Hinch Gleen

TITLE

Add #1, 4/29/2020

Annual Usage \$350,000.00

This contract is for personnel to be utilized to operate the Bayville and Long Beach drawbridges. Vendor must provide NYS DOT certified bridge operators.

Bridge Operator, Hourly Rate (7:00 AM-5:00 PM, Monday through Friday) \$ 174.⁷⁹

Bridge Operator, Hourly Overtime Rate (12:00 AM-7:00 AM and 5:00 PM-
12:00 AM, Monday through Friday, 12:00 AM-12:00 AM Saturdays) \$ 232.³⁵

Bridge Operator, Hourly Sunday/Holiday Rate (12:00 AM-12:00 AM Sundays and
County holidays) \$ 297.⁰⁰

Bridge Operator, Hourly Emergency Surcharge (less than three hours notice) \$ 18.⁰⁰

Maximum Emergency Response Time 3 Hours

INCK
ELECTRICAL
ONTRACTOR,
IC.

DETAILS OF
AWARD

[illegible]

Date 5/12/20 223

PUBLIC BID OFFICER



OPEN May 12, 2020

DATE: May 26, 2020

FROM: ADMINISTRATION

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

[illegible]

Informal Bid Title:

Comparison OF Bids

bid #'s

Recommended Vendor N/A

Requisition # N/A

% and \$ amount of difference plus or minus over

Pre-Encumbrance: N/A

Pre-Encumbrance #VALUE! #VALUE!

Buyer Timothy Funaro

Purchase Order #

Vendors

line	qty	Hinck Electrical		Vendor # 2		Vendor # 3		Vendor # 4		Vendor # 5		low bid
		unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	
1	1	81.10	81.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81.10
2	1	158.90	158.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	158.90
3	1	19.89	19.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.89
4	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	1	19.00	19.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.00
6	1	122.00	122.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.00
7	1	232.35	232.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	232.35
8	1	29.60	29.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.60
9	1	174.79	174.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	174.79
10	1	232.35	232.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	232.35
11	1	297.00	297.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	297.00
12	1	18.00	18.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.00
13	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	0	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00
sum			1384.98		0.00		0.00		0.00		0.00	1384.98
ship	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Total	1384.98	Total	0.00	Total	0.00		0.00	Total	0.00	1384.98
Delivery	Stock											
Terms	Net 30											
F.O.B.	Dest.											
Vin	112215346											1,384.98
Tel No.	631-277-7700											
Verbal	John Bush											
Date	05/12/2020 sealed bid											

Notes Formal Sealed bid Number 91366-04090-050 Title: Bridge Repair Services

* key 0= No bid



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
City Underwriting Agency Inc.
2001 Marcus Avenue
Suite W180
Lake Success NY 11042

CONTACT NAME: Kevin Tynan

PHONE (A/C, No, Ext): 516-358-3507

FAX (A/C, No):

E-MAIL ADDRESS: ktynan@cuagency.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Indemnity Co. of CT.

25682

INSURER B: The Phoenix Insurance Company

25623

INSURER C: The Travelers Indemnity Company

25658

INSURER D: RSUI Indemnity Company

22314

INSURER E: ShelterPoint Life

81434

INSURER F:

INSURED
Hinck Electrical Contractor, Inc.
75 Orville Drive, Suite 1
Bohemia NY 11716

COVERAGES

CERTIFICATE NUMBER: 2103972768

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Completed Ops GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-964K0115-TCT-19	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	810-0L886340-19-26-G	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP-0K561681-19-26	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	UB-0L331893-19-26-G	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Excess Liability Disability	Y	Y	NHA087961 D66182	11/1/2019 9/6/2011	11/1/2020 1/1/2029	Limit Statutory \$5,000,000

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

Re: Formal Sealed Bid Proposal 91366-04090-050

County of Nassau is included as co-insured.

CERTIFICATE HOLDER**CANCELLATION**

County of Nassau, State of New York
Office of Purchasing

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

AUTHORIZED REPRESENTATIVE

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