

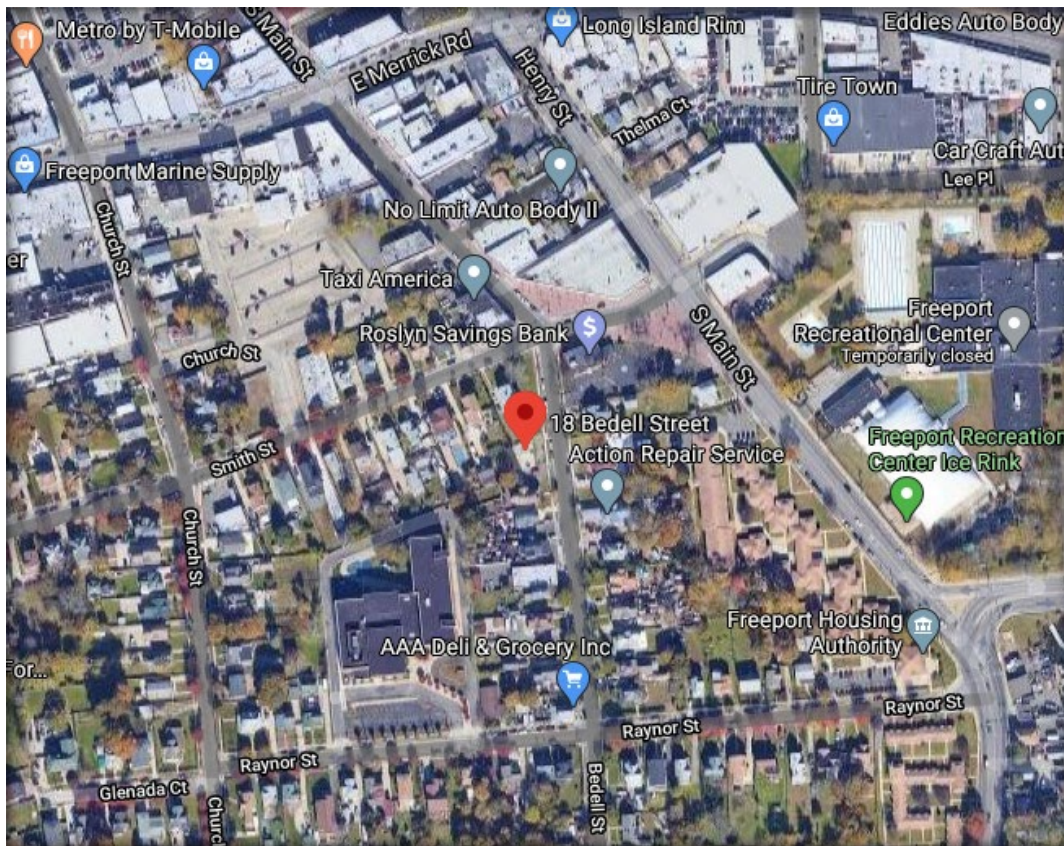
# REQUEST FOR PROPOSALS

*Smith & DeGroat Real Estate (“the Agent”), as agents for Nassau County, New York (the “County”) seeks proposals (“Proposals”) for the*

*Purchase and Development of Real Property*

**Section 62 Block 54 Lot 12**

**18 Bedell Street, Freeport, New York 11520**



**RFP# RE0708-2025**

**Issue Date: July 08, 2020**

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# **REQUEST FOR PROPOSALS**

## **I. INTRODUCTION AND GENERAL PROVISIONS**

Smith & DeGroat Real Estate (“the Agent”), as agents for Nassau County, New York (the “County”) seeks proposals (“Proposals”) from interested persons for the purchase and development of real property located at 18 Bedell Street between Smith Street and Raynor Street in Freeport, County of Nassau, State of New York known and designated as Section 62, Block 54, Lot 12 (the “Subject Property” or “Property”). The County of Nassau is the current owner of record of the property.

The Agent or County is under no obligation to return responses that are submitted to it. Any questions or clarifications asked or requested by a Proposer prior to submittal of proposals must be made in writing by the Proposer to Smith & DeGroat Real Estate, as Agent for Nassau County at the address provided below. The County will distribute any answer or response of the County (which must be in writing) to potential Proposers by posting such responses on the County’s online Bid Solicitation Board at [www.nassaucountyny.gov](http://www.nassaucountyny.gov). Office of Purchasing Department.

It is each Proposer’s responsibility to carefully review all the requirements of this RFP, including the scope of work, specifications, and terms and conditions. It is further the Proposer’s responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the Proposers that could meet the requirements of this RFP to a single source.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person listed below by telephone to advise that a fax transmission has been sent to the below number. Proposers may not contact any other County official regarding this RFP. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the authorized contact person listed in this RFP.

## **II. PROPERTY DESCRIPTION**

The Subject property is an approximately 3,000 square foot parcel of property. It is bounded by private property to the north, west and south and Bedell Street to the east.

The Property lies within the jurisdiction of the Incorporated Village of Freeport. It is located within Freeport School District No. 9 and the Nassau County Sewer and Storm Water District for the purposes of collection and disposal. The Property is irregular in shape and is accessible to the Meadowbrook Parkway from Merrick Road and the Long Island Expressway via the Meadowbrook Parkway. The Long Island Railroad services the area through its Freeport (Babylon Branch) station.

The Property is zoned "Business B" under the jurisdiction of the Incorporated Village of Freeport, which allows for a wide variety of commercial uses and lot coverage of 100% (though a 5' front-yard setback is required). However, residential development is prohibited. The character of the area is mainly residential (the Property is the only industrial property on the block, with several small commercial establishments and residences). The Property is located near the downtown commercial district of Freeport to the north, featuring a wide variety of commercial establishments, shops and restaurants

### **III. INSTRUCTIONS AND MANDATORY REQUIREMENTS**

1. Any member of the public or any entity is entitled to submit a proposal for the purchase and development of the Subject Property, provided that such proposer complies with the instructions stated in this RFP.
2. This RFP is available at Smith & DeGroat Real Estate, 27 East Jericho Turnpike, Mineola, New York 11501 or may be obtained by emailing or calling Martin Schackner at [mschackner@sdneyrealty.com](mailto:mschackner@sdneyrealty.com) or (516) 248-6905, respectively.
3. The deadline for proposals is **July 31, 2020 at 4:00 pm EST**. Proposals may be submitted at any time up to such date and time. **Proposals received after the above date and time will not be considered and will be returned unopened.**
4. The Property is being sold in its “AS IS, WHERE IS, WITH ALL FAULTS” condition. All Proposals submitted must be submitted with this fact taken into consideration.
5. Proposals will not be opened until the deadline for proposals has passed.
6. All proposals must be submitted either in person, by mail, by courier or by overnight carrier. No facsimile or electronic mail proposals will be accepted.
7. All proposals must be submitted to the following authorized contact person on or before the bid deadline stated above:

Martin Schackner, Director  
Smith & DeGroat Real Estate, As Agent for Nassau County  
27 East Jericho Turnpike  
Mineola, New York 11501

All proposals must be submitted in a sealed opaque envelope with the statement “Response to RFP No. RE0708-2025” typed or written on the envelope. Unsealed proposals will not be accepted.

8. Questions regarding this RFP must be made in writing and directed to the above authorized contact person by email [mschackner@sdneyrealty.com](mailto:mschackner@sdneyrealty.com), by mail at the address listed above or by facsimile transmission to (516) 741-4587. The County reserves the right not to answer any question or comment received and will not respond to any question not presented in writing.

## **IV. MANDATORY PROPOSAL CONTENTS**

Proposals must include, at a minimum, the following information:

- Section 1 – The identity of the Proposer and, if a single purpose trust, such fact;
- Section 2 – Experience of the Proposer in the acquisition of and development of properties;
- Section 3 – The identity of the personnel of the Proposer who would be assigned to this transaction and the experience of said personnel with the acquisition and development of real property;
- Section 4 – The amount the proposer proposes to pay the County for fee title to the Subject Property.
- Section 5 – The Proposer’s development plan for the Subject Property.

A proposal must also include the following:

- The Non-Collusive Proposal Certification attached as Appendix A
- A certified or bank check in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) made payable to “County of Nassau” as a good faith deposit (the “Deposit”). Once a successful proposer has been identified, the County and such proposer will proceed to execute a Contract of Sale, which must contain terms like those contained in the form attached hereto as Appendix B. Upon executing such Contract of Sale, the winning bidder must remit, as a down payment to be held by the County in accordance with the terms of the Contract of Sale, the difference between the Deposit and ten percent (10%) of such bidder’s proposed purchase price for the Subject Property. If a contract of sale is not entered into through the fault of the successful proposer, such Deposit shall be forfeited by the successful proposer.
- A completed Business History Form attached here as Appendix C (unless the Bidder is an individual)
- A completed Principal Questionnaire Form attached here as Appendix D (unless the Bidder is an individual) and
- A completed Form 700 attached here as Appendix E
- A completed Consultant’s, Contractor’s and Vendor’s Disclosure Form attached hereto as Appendix F
- Additionally, if the Proposer utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal must also include the Lobbyist

Registration and Disclosure Form, completed by that individual/organization, attached as Appendix G

In the event that any of the above documents are not submitted with the Proposer's proposal for the purchase of the Subject Property, or the Non-Collusive Proposal Certification, Business History Form or Principal Questionnaire Form reveal a conflict of interest that would prohibit the County, in the sole discretion of the Office of the County Attorney, from completing the transaction as described in this RFP with such proposer, such proposal will be rejected.

**ALL PROPOSERS SHOULD NOTE THAT THE COUNTY MAY NOT EXECUTE A CONTRACT UNTIL APPROVAL OF THE SALE OF THE SUBJECT PROPERTY IS OBTAINED FROM THE NASSAU COUNTY LEGISLATURE. THE COUNTY SHALL NOT BE BOUND TO SELL THE PROPERTY TO ANY PROPOSER UNLESS AND UNTIL THE SALE OF THE PROPERTY TO THE SUCCESSFUL PROPOSER IS APPROVED BY THE NASSAU COUNTY LEGISLATURE AND THE CONTRACT OF SALE IS EXECUTED BY THE COUNTY EXECUTIVE OR HIS DULY DESIGNATED DEPUTY.**

The County reserves the right to amend, cancel or rescind, in whole or in part, this RFP or to reject all proposals received in response to this RFP.

## **V. PROPOSAL EVALUATION**

The County will review the proposals to determine which proposal provides the most value to the County. Proposals will be evaluated based on:

- The proposed acquisition price (70 points)
- The Proposer's development plan for the Subject Property (10 points)
- Experience of the Proposer and Proposer's personnel (10 points)
- Financial condition of the person/firm making the proposal (10 points)

The County reserves the right to take into consideration any other factors the RFP evaluation committee deems necessary and appropriate

All proposals must remain valid, and the Proposer must agree to be bound by its proposal, for a period of one hundred eighty (180) days. The County is under no obligation to return proposals.

## **VI. GENERAL INFORMATION AND CONDITIONS ON PROPOSERS**

*No Representations as to the Property:*

The County is proposing to sell the Subject Property on an "as is" basis. The County does not and will not make any representations as to the Subject Property. Any sale of the Subject Property pursuant to this RFP shall be without recourse, in any event, to the County.

*Freedom of Information Law:*

The New York State Freedom of Information Law (Article 6, §§ 84-90 of the Public Officers Law) mandates public access of government records. If a Bidder believes that specific information or data contained in its response is protected from disclosure under the Freedom of Information Law, the Bidder must specifically identify the pages of the response that contain such information or data by properly marking the applicable pages and including a separate written explanation of all of the Bidder's reasons for believing that the information or data is exempt from disclosure. The following notice must be inserted in the front of the Bidder's proposal:

NOTICE

The data on pages \_\_\_\_\_ of this proposal identified by an asterisk (\*) or marked along the margin with a vertical line contain technical or financial information which the Bidder believes is protected from disclosure under the New York State Freedom of Information Law. The Bidder requests that such information and data be used only for the evaluation of this response but understands that disclosure will be limited to the extent that is determined proper under the Law.

The County does not assume any responsibility or liability for disclosure of data that has not been properly identified as set forth above. The County shall be permitted to disclose information or data properly marked with an asterisk or a vertical line if it has made a good faith legal determination that such information is legally subject to disclosure, or if disclosure is made pursuant to an order of a court or administrative agency having legal jurisdiction.

In the event a Proposer desires not to have its proposal or certain of its data contained therein released pursuant to the Freedom of Information Law, it may request the County not to release certain parts or all of its response by notifying the County in writing of the sections of its response that it chooses not to have disclosed and by agreeing to defend against and to indemnify and hold the County and its officers, employees and agents harmless from any and all claims, actions, demands or proceedings and to pay and satisfy all damages, losses, expenses, judgments, costs, fees (including reasonable attorneys' fees), and obligations and liabilities, resulting from the nondisclosure of the Bidder's response or data.

*Incurring Cost:*

The County shall not be liable for any costs incurred in the preparation and production of any document in response to this RFP or for any work performed prior to the issuance of a contract.

*Addenda to Request for Proposals:*

Amendments to this RFP may be necessary prior to the closing date and will be furnished by email to all prospective Proposers who have requested these materials.

*Award of Contract:*

The County shall notify the successful proposer of their award by means of a Notice of Award issued by the Office of Real Estate Services. Neither an award nor the issuance of a Notice of Award shall constitute the County's acceptance of such proposal or a binding commitment on behalf of the County to enter into a contract with the successful proposer, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals, including that of the County Legislature and the County Executive.

*Negotiated Changes:*

In the event that negotiated changes occur after the awarding of the contract, the same purchase price called for in the original proposal will remain in effect.

*Rejection of Bids:*

This RFP does not commit the County to award a contract for the sale of the Subject Property. The County reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do.

*Independent Price Determination:*

By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with its bid:

- 1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other Proposer or competitor; and
- 2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer prior to award, directly or indirectly, to any other Proposer or competitor; and
- 3) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
- 4) No elected or appointed official or employee of the County shall benefit financially or materially from the sale of the Subject Property. The County may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.

*Ownership of Information:*

All materials submitted in response to this Request for Proposals will become the property of the County.



In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of a proposal.

*Protest Policy:*

All questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

*Disclaimer:*

The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

## NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

**SUBMITTED BY:** \_\_\_\_\_  
(Signature)

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## APPENDIX B

### FORM OF CONTRACT OF SALE

This **AGREEMENT**, made as of the date on which this Agreement is executed by Nassau County, by and between the **COUNTY OF NASSAU**, a municipal corporation located in the State of New York, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 ("**Seller**"), and \_\_\_\_\_, having its principal office at \_\_\_\_\_, \_\_\_\_\_, New York \_\_\_\_\_ ("**Purchaser**").

#### WITNESSETH:

1. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter contained, (a) the parcel of land which is located at 915 South Oyster Bay Road, Bethpage, County of Nassau, State of New York, known and designated as, Section 46, Block G, Lot 94 on the Nassau County Land and Tax Map (the "**Land**"), (b) all buildings and improvements situated on the Land (collectively, the "**Buildings**"), (c) all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof, and all right, title and interest of Seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damages to the Land by reason of change of grade of any street; (d) the appurtenances and all the estate and rights of Seller in and to the Land and the Building, and (e) all right, title and interest of Seller, if any, in and to the fixtures, equipment and other personal property attached or appurtenant to the Buildings (the foregoing are, collectively, the "**Premises**"). Should the Purchaser desire to obtain a survey of the Premises, the procurement and preparation of such survey shall be at the sole cost and expense of the Purchaser.

2. Seller shall convey, and Purchaser shall accept fee simple title to the Premises in accordance with the terms of this Agreement, subject only to the following (collectively, the "**Permitted Encumbrances**"):

(a) Any state of facts an accurate survey of the Premises would show, provided that such state of facts does not render title unmarketable.

(b) All covenants, restrictions, easements, reservations and agreements of record, provided that the same are not violated by the existing Buildings or prohibit the current use of the Premises;

(c) All licenses and easements, if any, for public utilities and the rights of any utility company to maintain and operate lines, poles, cables and distribution boxes in, over and upon the Premises;

(d) Encroachments, if any, upon and affixations, if any, to the Premises and/or the Buildings thereon, of walls, foundations or appurtenances of buildings located on adjoining property, as well as encroachments, if any, of building walls, foundations or appurtenances, belonging to the Premises upon adjoining property, provided that with respect to encroachments belonging to the Premises upon adjoining property, Purchaser's title insurance company shall insure that such encroachments may remain so long as the walls, foundations or appurtenances which so encroach may stand;

(e) Any laws, codes, regulations or ordinances, requirements and construction preconditions (including, but not limited to zoning, building and environmental matters) as to the use, occupancy, subdivision or improvement of the Premises adopted or imposed by any governmental agency having jurisdiction, and all amendments and additions thereto now or which at Closing will be in force and effect, and any violations of such laws, codes, regulations, ordinances, requirements and conditions other than those violations which Seller is obligated to cure under this Agreement..

(f) Revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the line of the Premises;

(g) Consents by Seller or any former owner of the Premises for the erection of any structure or structures on, under or above any streets or roads in front of or adjoining the Premises;

(h) The lien of real estate taxes, assessments, water and sewer charges and other charges of any kind or nature which are not due and payable prior to the Closing, subject to apportionment as provided for in this Agreement; and

(i) The standard preprinted exceptions, stipulations and exclusions from coverage contained in any certificate of title or title policy issued to Purchaser by any title company authorized to issue title insurance in the State of New York, to the extent same are not modified herein.

3. (a) Purchaser shall pay to Seller for the Premises the sum of \_\_\_\_\_ AND \_\_\_/100 DOLLARS (\$\_\_\_\_\_.) (hereinafter, the “Purchase Price”), to be paid as follows:

(i) The sum of \_\_\_\_\_ AND \_\_\_/100 DOLLARS (\$\_\_\_\_\_.) (the “Deposit” or the “Down Payment”) to be paid upon the execution of this Agreement by the Purchaser, to be held by the County in an interest-bearing account, in escrow until closing of title. The Deposit shall be paid by bank or certified check payable to “County of Nassau.” Any interest earned on the Deposit shall be paid to the same party entitled to the Deposit, and the party receiving such interest shall pay any income taxes thereon. In no event shall interest on the Down Payment be credited against the Purchase Price. If the Purchaser fails to perform their obligations hereunder for any reason other than the County’s willful default or the failure of the County to obtain all requisite County approvals to this sale, the County may terminate this letter agreement by notice to the Purchasers and may retain the Deposit as liquidated damages. If the sale of the Premises to the Purchasers is not approved by the County or the County is otherwise unable to perform its obligations under this letter, the County’s sole liability shall be to return the Deposit to the Purchasers, without interest, whereupon this letter shall be null and void and of no further force and effect and neither party shall have any further liability to the other hereunder. Seller hereby acknowledges receipt of Five Thousand and 00/100 Dollars (\$5,000.00) paid by Purchaser to Seller as a deposit pursuant to the terms of Seller’s Request for Proposals, No. RE0830-1728, issued August 30, 2017 in connection with the sale of the Premises. Seller shall credit the \$5,000.00 deposit against the monies owed by Purchaser for the Down Payment: and

(ii) The sum of \_\_\_\_\_ **AND** \_\_\_/100 DOLLARS (\$\_\_\_\_\_.\_\_), representing the balance of the Purchase Price to be paid upon the Closing (as such term is defined below), to be paid by bank or certified check payable to "County of Nassau."

(b) The transfer of the Premises to the Purchasers shall be without cost or expense to the Seller. The Purchasers shall pay all recording fees, title premiums, transfer taxes and all other fees and expenses relating to the sale of the Premises.

4. If, at the Closing, the Premises are subject to any mortgage or mortgages, or lien or liens, other than that subject to which Purchaser has by this Agreement contracted to take title, the existence thereof shall not constitute a Title Objection (as defined in Paragraph 8 hereof) provided that such mortgage(s) or lien(s) are paid by Seller and instruments of satisfaction or discharge thereof are delivered at the Closing to be recorded at Seller's expense. At Seller's option, Purchaser shall advance from the cash balance of the Purchase Price an amount sufficient to pay said mortgage or mortgages, or lien or liens.

5. The closing of title hereunder (the "**Closing**") shall take place no later than the date which is twenty (20) days following the execution of this Agreement by the Seller at Seller's office at One West Street, Mineola, New York 11501, New York, TIME BEING OF THE ESSENCE. Upon receipt of the balance of the Purchase Price, as aforesaid, Seller shall deliver an executed and acknowledged quitclaim deed for the Premises in statutory form for recording, sufficient to convey the fee simple title to the Premises. The deed shall contain a covenant by Seller as required by Section 13(5) of the New York Lien Law. For convenience, Seller may omit from the deed the recital of any or all of the "subject to" clauses herein contained and/or any other title exceptions, defects or objections which have been waived or consented to by Purchaser pursuant to and in accordance with this Agreement. The date on which the Closing shall take place is hereinafter referred to as the "**Closing Date**".

6. The items hereinafter set forth, as well as all other items usually adjusted, shall be apportioned on a per diem basis as of 11:59 P.M. of the day immediately preceding the Closing Date, all adjustments to be made on the basis of thirty (30) days in a month.

(a) Taxes. The Premises is presently exempt from the imposition of real estate taxes, but such real estate taxes may be re-imposed upon Closing. Vault charges and water and sewer rents, however, shall be apportioned all on the basis of the fiscal year for which assessed or imposed.

(b) Water and Electric Charges. Seller shall attempt to furnish a reading or readings of the water meters and electric meters to a date not more than thirty (30) days prior to the Closing Date, and the unfixed meter charges or water and sewer rents or charges for the intervening time shall be apportioned and paid on the basis of such last reading or readings.

(c) Fuel. Seller shall furnish a letter from its fuel supplier dated not more than two (2) business days prior to the Closing Date stating the amount of fuel on the Premises and the cost thereof to Seller (including, without limitation, any taxes thereon, paid by Seller); Purchaser shall pay to Seller an amount equal to the cost to Seller. Such letter shall be conclusive as to the amount of fuel and the cost thereof.

(d) Permits. Periodically recurring governmental fees for transferable licenses or permits issued in respect of the Premises or the use of any part thereof, if assignable and to the extent assigned.

7. The Down Payment, together with all interest thereon, is hereby made a vendee's lien against the Premises but such lien shall not continue after any default hereunder by Purchaser.

8. (a) A matter which: (i) renders title to the Premises unmarketable, (ii) is not a Permitted Encumbrance, (iii) the Title Insurer (as hereinafter defined) refuses to insure, without additional premium, against collection out of or enforcement against the Premises, (iv) is not included in Paragraph 4 hereof, and (v) Purchaser does not waive in writing, is hereinafter referred to as a "**Title Objection.**"

(b) Purchaser shall, within twenty (20) days from the date this Agreement is fully-executed, deliver to Seller's attorney an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title insurance company (the "**Title Insurer**"). Seller shall be entitled to adjourn the Closing for a reasonable period in order to remove any such Title Objection. The failure of Purchaser to deliver timely written notice of a Title Objection shall constitute a waiver by Purchaser of the Title Objection.

(c) If Seller shall be unable to convey title to the Premises at the Closing in accordance with the provision of this Agreement or if Purchaser shall have any other grounds under this Agreement for refusing to consummate the purchase provided for herein, Purchaser, nevertheless, may elect to accept such title as Seller may be able to convey with a credit against the monies payable at the Closing equal to the reasonably estimated cost to cure the same (up to the Maximum Expense Amount described below), but without any other credit or liability on the part of Seller. If Purchaser shall not so elect, Purchaser, as its sole and exclusive remedy, may terminate this Agreement and the sole liability of Seller shall be to refund the Down Payment to Purchaser, together with any interest thereon. Upon such refund and reimbursement, this Agreement shall be null and void and the parties hereto shall be relieved of all further obligations and liability other than any arising under Paragraph 12 hereof. Seller shall not be required to bring any action or proceeding or to incur any expense in excess of the sum of \$5,000 (the "**Maximum Expense Amount**") to cure any title defect or to enable Seller otherwise to comply with the provisions of this Agreement, but the foregoing shall not permit Seller to refuse to pay off at the Closing, to the extent of the monies payable at the Closing, any mortgages or liens on the Premises of which Seller has actual knowledge.

(d) The amount of any unpaid taxes, assessments, water charges and sewer rents, together with interest and penalties thereon to a date not less than two (2) business days after the Closing, and any other liens and encumbrances which Seller is obligated to pay and discharge or which are against corporations, estates or other persons in the chain of title, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at Closing if Seller delivers to Purchaser on the Closing Date official bills for such taxes, assessments, water charges, sewer rents, interest and penalties and instruments in recordable form sufficient to discharge any other liens and encumbrances of record. Upon request made at a reasonable time before the Closing, Purchaser shall provide at the Closing separate checks for the foregoing payable to the order of the holder of any such lien, charge or encumbrance. If the Title Insurer is willing to ensure Purchaser that such charges, liens and encumbrances will not be collected out of or enforced against the

Premises, and omit from policy, then Seller shall have the right in lieu of payment and discharge to deposit with the Title Insurer such funds or assurances or to pay such special or additional premiums as the Title Insurer may require in order to so insure. In such case the charges, liens and encumbrances with respect to which the Title Insurer has agreed to insure shall not be considered Title Objections.

(e) Regardless of whether a violation has been noted or issued prior to or after the date of this Agreement, Seller's failure to remove or fully comply with any violation shall not constitute an objection to title. Purchaser shall accept the Premises subject to all violations without any liability of Seller with respect thereto or any abatement of or credit against the Purchase Price.

9. At the Closing, Purchaser shall deliver a check or checks to the Title Insurer payable to the order of the appropriate recording officer of the county in which the deed is to be recorded in payment of the amount of the documentary stamps to be affixed to such deed in accordance with Article 31 of the Tax Law of the State of New York. Seller shall deliver copies of any required tax returns therefor executed by Seller. The above-mentioned check shall be a certified or official bank check if required by the taxing authority. Purchaser shall sign and swear to any such true and complete tax returns and cause the Title Insurer to deliver the check or checks and the return or returns to the appropriate officer promptly after the Closing.

10. Franchise or other similar taxes against any owner or others in the chain of title shall not constitute a Title Objection and shall not give Purchaser the right to reject title by reason thereof if the Title Insurer shall agree to insure without additional premium that such taxes will not be collected out of or enforced against the Premises and omit from policy.

11. Purchaser acknowledges and represents to Seller that neither Seller nor any agent or representative of Seller has made any statements or representations regarding the physical condition of the Premises, its zoning, its compliance with any environmental or occupational protection, pollution, subdivision or land use laws, rules, regulations or requirements, the state of title, the uses which can be made of the same, or the rents, income, expenses, operation or any other matter or thing affecting or relating to the Premises, or to any buildings or improvements thereon erected, except as expressly set forth in this Agreement and the Schedules annexed hereto and/or the Request for Proposals issued in relation to the sale of the Premises. Purchaser is purchasing the Premises in its "AS IS" condition as of the date of this Agreement, subject to ordinary wear and tear and natural deterioration and obsolescence between the date of this Agreement and the Closing Date. All understandings and agreements heretofore had between the parties or their respective agents or representatives are merged in this Agreement and the Schedules annexed hereto which alone fully and completely express their agreement. This Agreement has been entered into after full investigation; neither party is relying upon any statement or representation by the other unless embodied in this Agreement and the Schedules annexed hereto. Without limiting the provisions of this Paragraph 11, and notwithstanding anything to the contrary contained in this Agreement, Purchaser hereby releases Seller and (as the case may be) Seller's officer, employees, and agents from any and all claims, demands, causes of actions, losses, damages, liabilities, costs and expenses (including attorney's fees, whether the suit is instituted or not), whether known or unknown, liquidated or contingent, arising from or relating to (i) any defects (patent or latent), errors or omissions in the design or construction of the Premises, whether same are the result of negligence or otherwise, or (ii) the existence of any conditions, including environmental and other physical conditions, affecting the Premises, whether same are the result of negligence or otherwise.

12. Purchaser represents to Seller that Purchaser did not negotiate with any brokers in connection with this transaction except Smith & DeGroat Real Estate ("Smith & DeGroat"). Purchaser agrees to pay Smith & DeGroat's brokerage commission pursuant to a separate agreement. Purchaser hereby agrees to indemnify, defend and hold Seller free and harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) resulting from any claim that may be made against Seller by any broker, or any other person claiming a commission, fee or other compensation by reason of this transaction, if the same shall arise by, through or on account of any alleged act of Purchaser or Purchaser's representatives. Seller represents to Purchaser that Seller did not negotiate with any brokers in connection with this transaction except for Smith & DeGroat. Seller hereby agrees to indemnify, defend and hold Purchaser free and harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) resulting from any claim that may be made against Purchaser by any other broker, or any other person claiming a commission, fee or other compensation by reason of this transaction, if the same shall arise by, through or on account of any alleged act of Seller or Seller's representatives. The provisions of this Paragraph 12 shall survive the Closing, or if the Closing does not occur, the termination of this Agreement.

13. Seller represents and warrants that at the time of the Closing all fixtures, equipment and personal property included in this sale, if any, will be owned by Seller. All fixtures, equipment and personal property attached or appurtenant to or used in connection with the Premises are included in this sale in their "AS IS" condition as of the date of this Agreement, subject to ordinary wear and tear, casualty and natural deterioration and obsolescence. Seller covenants and agrees that, between the date of this Agreement and the Closing, no fixtures, equipment or personal property included in this sale shall be removed from the Premises unless the same are replaced with similar items of at least equal quality prior to such time. Seller further covenants and agrees that the Premises and all buildings and improvements comprising a part thereof shall be delivered on the Closing Date free of all leases and tenancies.

14. In the event of a default by Purchaser hereunder, Seller's sole remedy shall be to retain the Down Payment, together with any interest thereon, as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Down Payment constitutes a fair and reasonable amount of damages under the circumstances and it's not a penalty, in which event this Agreement shall terminate and neither party shall have any further rights or obligations hereunder except as set forth in Paragraph 12 hereof.

15. (a) Any demand, request, consent or other notice given or required to be given under this Agreement shall be deemed to have been duly and sufficiently given only if in writing and sent as follows:

- (i) by personal delivery with proof of delivery (any notice so delivered shall be deemed to have been received at the time so delivered).
- (ii) by Federal Express (or other similar overnight courier) designating priority delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier);



- (iii) by United States registered or certified mail, return receipt requested, postage prepaid (any notice so delivered shall be deemed to have been received on the third (3rd) business day after the delivery of any such notice to the United States Postal Registry Clerk); or
  - (iv) by telecopier or facsimile machine which automatically generates a transmission report that states the date and time of the transmission, the length of the document transmitted and the telephone number of the recipient's telecopier or facsimile machine (with a copy thereof sent in accordance with subparagraph (ii) or (iii) above) (any notice so delivered shall be deemed to have been received (1) on the date of transmission, if so transmitted before 5:30 p.m. (local time of the recipient) on a business day, or (2) on the next business day, if so transmitted on or after 5:30 p.m. (local time of the recipient) on a business day or if transmitted on a day other than a business day).
- (b) All notices shall be addressed to the parties at the following addresses:

To Seller: Nassau County  
 Office of Real Estate Services  
 One West Street  
 Mineola, New York 11501  
 Attention: Mr. Kevin C. Walsh, Esq.  
 Chief Real Estate Negotiator and Special Counsel  
 Telecopy Number: (516) 571-4080

with a copy to:

Nassau County  
 Office of the County Attorney  
 One West Street  
 Mineola, New York 11501  
 Attention: Mr. Daniel P. Grippo, Esq.  
 Telecopy Number: (516) 571-4080

To Purchaser: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Telecopy Number: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Telecopy Number: \_\_\_\_\_

(c) Either party may, by notice given pursuant to the provisions of this Paragraph 15, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its notices, but notice of a change of address shall only be effective upon receipt.

16. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Seller, Seller shall on request deliver to Purchaser an affidavit in form acceptable to the Title Insurer showing that such judgments, bankruptcies or other returns are not against Seller so that the title company will omit said item.

17. Except as otherwise expressly provided to the contrary in this Agreement, no representations, warranties, covenants or other obligations of Seller set forth in this Agreement shall survive the Closing, and no action based thereon shall be commenced after the Closing.

18. The delivery and acceptance of the deed at the Closing, without the simultaneous execution and delivery of a specific agreement which by its terms shall survive the Closing, shall be deemed to constitute full compliance by Seller with all of the terms, conditions and covenants of this Agreement on Seller's part to be performed.

19. Seller represents to Purchaser that Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA"). At the Closing, Seller shall deliver to Purchaser a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchaser price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

20. (a) In addition to the other items referred to in this Agreement, Seller shall make the following deliveries to Purchaser on the Closing Date:

- (i) if requested by the Title Insurer or reasonably requested by Purchaser, an ordinance of the Nassau County Legislature authorizing the sale and delivery of the deed; and
- (ii) such other documents, instruments and agreements which are reasonably necessary or appropriate in order to consummate the transactions contemplated hereby.

(b) In addition to the other items referred to in this Agreement, Purchaser shall make the following deliveries to Seller on the Closing Date:

- (i) if requested by the Title Insurer or reasonably requested by Seller, a resolution of Purchaser's Board authorizing the purchase of the Premises, together with a certificate by the secretary of Purchaser certifying such resolution;
- (ii) the Purchaser's Articles of Organization and a certificate of the New York State

Department of State evidencing that the Purchaser is a limited liability company in good standing in the State of New York; and

- (iii) such other documents, instruments and agreements which are reasonably necessary or appropriate in order to consummate the transactions contemplated hereby.

21. Seller represents and warrants that Seller has no knowledge of pending or, to the best of its knowledge, contemplated condemnation proceedings affecting the Premises or any part thereof as of the date hereof.

22. Purchaser may not assign its rights and obligations hereunder without the prior written consent of Seller, except to an affiliated entity, and any purported assignment without such consent shall be null and void.

23. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, including, but not in any way limited to, any prior communications between the parties, are merged into this Agreement. This Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by duly- authorized representatives of all parties hereto or their respective successors in interest.

24. This Agreement and the Schedules annexed hereto (a) shall be governed by and construed in accordance with the laws of the State of New York and (b) shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto. For purposes of construction of this Agreement, provisions which are deleted or crossed out shall be treated as if never included herein.

25. This document is not an offer by Seller, and under no circumstances shall this Agreement have any binding effect upon Purchaser or Seller unless and until (i) duly-authorized representatives of Purchaser and Seller shall each have executed the same and delivered executed counterparts hereof to each other and (ii) Seller has obtained all requisite approvals, including, without limitation, approval by the Nassau County Legislature.

26. If any provision of this Agreement is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

27. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument.

28. The warranties, representations, agreements and undertakings contained herein shall not be deemed to have been made for the benefit of any person or entity other than the parties hereto.

29. Purchaser covenants and agrees that in no event will Purchaser record or cause to be recorded this Agreement or any memorandum hereof or affidavit, assignment or other document relating to this Agreement and that if Purchaser breaches the provisions of this Paragraph, Seller shall have the

option of terminating this Agreement and retaining the Down Payment as Liquidated damages in addition to any other rights that Seller may have.

30. If Seller is unable to transfer title to Purchaser in accordance with this Agreement, Seller's sole obligation shall be to refund to Purchaser the Down Payment together with any interest thereon, after which neither party shall have any rights or obligations to the other and this Agreement shall be null and void except with respect to the provisions of Paragraph 12 hereof.

31. No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude any other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be waiver or any other or any subsequent breach hereof.

32. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs thereof, including, without limitation, reasonable attorneys' fees and disbursements for services rendered in connection with such litigation (including appellate proceedings and post judgment proceedings).

33. If the payment made on account of the Down Payment is by check, and if such check fails collection in due course, Seller, at its option, may declare this Agreement null, void and of no force and effect, and may pursue its remedies against Purchaser upon such check or in any other manner permitted by law, such remedies being cumulative.

34. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

35. Purchaser and any permitted assignee of Purchaser are not in arrears to Seller upon any debt or contract and are not in default as surety, contractor, or otherwise upon any obligation to Seller, including any obligation to pay taxes to, or perform services for or on behalf of, Seller.

36. BOTH PURCHASER AND SELLER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

37. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Purchaser 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 Purchaser on behalf of the County, whether such duties are related to this Contract 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 Purchaser shall include the provisions of this subsection in each subcontract entered into under this Contract.

38. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Purchaser 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 Purchaser 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 Contract. The Purchaser shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date on which this Agreement is executed by Nassau County.

**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: Laura Curran  
Title: County Executive

**(PURCHASER)**

By: \_\_\_\_\_  
Name:  
Title:



**Appendix C 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: \_\_\_\_\_

1) Proposer's Legal Name: \_\_\_\_\_

2) Address of Place of Business: \_\_\_\_\_

List all other business addresses used within last five years:

\_\_\_\_\_

3) Mailing Address (if different): \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? \_\_\_\_\_

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: \_\_\_\_\_

6) The proposer is a (check one):  Sole Proprietorship  Partnership  Corporation

Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes  No  If Yes, please provide details: \_\_\_\_\_

\_\_\_\_\_

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

details: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_



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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No \_\_\_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_  
\_\_\_\_\_

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

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

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

- a) Any felony charge pending? Yes \_\_\_ No \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_  
\_\_\_\_\_
- b) Any misdemeanor charge pending? Yes \_\_\_ No \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_  
\_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes \_\_\_ No \_\_\_ If Yes, provide details for each such conviction \_\_\_\_\_  
\_\_\_\_\_

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

Yes \_\_\_ No \_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

17) Conflict of Interest:

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

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

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

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

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

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

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

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

B. Indicate number of years in business.

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

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

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_



Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_



Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_



## APPENDIX D

### PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name \_\_\_\_\_  
Home address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Business address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_/\_\_\_/\_\_\_ Treasurer \_\_\_/\_\_\_/\_\_\_  
Chairman of Board \_\_\_/\_\_\_/\_\_\_ Shareholder \_\_\_/\_\_\_/\_\_\_  
Chief Exec. Officer \_\_\_/\_\_\_/\_\_\_ Secretary \_\_\_/\_\_\_/\_\_\_  
Chief Financial Officer \_\_\_/\_\_\_/\_\_\_ Partner \_\_\_/\_\_\_/\_\_\_  
Vice President \_\_\_/\_\_\_/\_\_\_ \_\_\_\_\_/\_\_\_/\_\_\_  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
NO \_\_\_ YES \_\_\_ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO \_\_\_ YES \_\_\_ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO \_\_\_ YES \_\_\_; If Yes, provide details.

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

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

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

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

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

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

- a) Is there any felony charge pending against you? NO \_\_\_ YES \_\_\_ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO \_\_\_\_ YES \_\_\_\_ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO \_\_\_\_ YES \_\_\_\_ If Yes, provide details for each such charge.

- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of



any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO \_\_\_ YES      If Yes, provide details for each such conviction.

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

**CERTIFICATION**

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

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

Sworn to before me this      day of                      2020.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name of submitting business

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**APPENDIX E**

**REQUEST FOR TAXPAYER IDENTIFICATION**

**NUMBER AND CERTIFICATION**

Document Type: Initial Entry [ ] Revision [ ]

VENDOR/PAYEE ID: \_\_\_\_\_ SUFFIX: \_\_

VENDOR/PAYEE NAME:

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

**REMIT TO ADDRESS:**

\_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

*Please answer the four questions below and sign at bottom. Incomplete forms will delay payment.*

- |   |   |
|---|---|
| A. The vendor/payee ID number provided above is:<br>Federal ID# [ ] Social Security # [ ] | C. Is a medical or legal service ever<br>provided by vendor: Yes [ ] No [ ] |
| B. Is vendor/payee incorporated:<br>Yes [ ] No [ ]  | D. Is vendor/payee an employee<br>of Nassau County: Yes [ ] No [ ]          |

**Certification-Under penalties of perjury, I certify that:** (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge.

**Certification Instructions-**You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply. *The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.*

Please Sign Here \_\_\_\_\_

Print Name Here \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

Email Address \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

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**Official Use Only**

Form Submitted By: \_\_\_\_\_ (Name)



**APPENDIX E**

240 Old Country Road  
Mineola, NY 11501

FORM#700-W9

COUNTY OF NASSAU

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

1. Name of the Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

2. Entity's Vendor Identification Number: \_\_\_\_\_

3. Type of Business:  Public Corp  Partnership  Joint Venture

Ltd. Liability Co  Closely Held Corp  Other (specify)

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

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

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.

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

**APPENDIX F**

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

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

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

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

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

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

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

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **APPENDIX G**

Effective April 1, 2016 the following Lobbyist Registration and Disclosure Form shall, where applicable, be fully executed and filed with the County Attorney and Clerk of the Legislature of Nassau County:



**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.

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

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

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

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

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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. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state:

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

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

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

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

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**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.