

Nassau County Land Bank Corporation

**Jonathan C. Gaffney
Executive Director**

REQUEST FOR PROPOSALS

Purchase and Redevelopment of Real Property

Premises:

Sec. 42, Blk. 40, Lots 18 & 19
7 E. Dewey Street, East Rockaway
(unincorporated area of Bay Park), NY

RFP# NCLB 01-21

Issue Date: OCTOBER 18, 2021

Submission Date: NOVEMBER 19, 2021

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REQUEST FOR PROPOSALS

I. INTRODUCTION AND GENERAL PROVISIONS

The Nassau County Land Bank Corporation (the “NCLB”) is issuing this Request for Proposals (“RFP”) to interested persons for the purchase and redevelopment of real property located 7 E. Dewey Street, East Rockaway (unincorporated area of Bay Park), Town of Hempstead, County of Nassau, State of New York known and designated as Section 42, Block 40, Lots 18 & 19. The NCLB is the current owner of record of the property.

The NCLB 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 the Executive Director at the address provided below. The NCLB will distribute any answer or response of the NCLB (which must be in writing) to potential Proposers by posting such responses on the NCLB’s website.

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 NCLB 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 NCLB 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 NCLB 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 consists of a 40’ x 100’ parcel of land with a single family residence located thereon at 7 E. Dewey Street, East Rockaway (unincorporated area of Bay Park), Town of Hempstead, County of Nassau, State of New York and known and designated as Section 42, Block 40, Lots 18 & 19 on the Land and Tax Map of the County of Nassau. (the “Subject Property”).

The Town of Hempstead did a rapid assessment of the Subject Property following Superstorm Sandy to determine the relative safety of the structure and the necessity for building permits. The Subject Property was color coded “Red” which indicated possible moderate to substantial damage. The property is located within a Special Flood Hazard Area as designated by the National Flood Insurance Program’s Insurance Rate Map. The property is presently unoccupied and the interior and exterior show signs of deterioration and damage due to storm surge flooding from Superstorm Sandy. The successful Proposer will be required to repair and redevelop or demolish the structure by order of the Town of Hempstead and in accordance with the Town Code.

The Subject Property is zoned Residential under the jurisdiction of the Town of Hempstead. The Subject Property is located within the East Rockaway School District. The Long Island Rail Road services the area through its East Rockaway station. The Subject Property is also located close to various commercial, industrial and recreational establishments.

III. DEMOLITION/RESTORATION REQUIREMENTS

The selected Proposer will be required to provide demolition and debris removal services, including known and any unknown asbestos containing material (“**ACM**”), including obtaining all necessary state, federal and local permits as required by law, as described in but not limited to the **Scope of Services** set forth below, for the flood damaged structure located at 7 E. Dewey Street, Bay Park, New York 11518 (the “**Subject Property**”).

The qualified respondent to this RFP shall provide any and all such services in the Scope of Services as needed in order to perform full demolition or redevelopment of the Subject Property and all debris removal, including hazardous and non-hazardous materials and, if necessary, subsurface soil and/or groundwater remediation, to return the Subject Property to shovel ready condition for new construction or to redevelop the Subject Property in compliance with all federal, state and local municipal codes, laws, rules and requirements.

All Proposers must provide detailed information as to how the Proposer will provide the services listed in the Scope of Services. The Proposer must affirmatively state if it is unable to provide a particular service contained in the Scope of Services. The Proposer(s) selected shall be required to execute a contract with the NCLB in accordance with the Scope of Services and its plans for the redevelopment of subject property as set forth herein. Any such written agreement will be subject to and conditioned upon formal approval by the Board of Directors of the NCLB and will not be binding upon either party until fully executed by both parties.

SCOPE OF SERVICES

work required includes, but is not limited to the following
Permitting
Maintain all necessary and appropriate state, federal and local approvals and/or permitting as required by law; obtain all utility disconnects and approvals required for demolition including, but not limited to, natural or propane gas, electric and water service
Demolition
Sticker Items to be salvaged/stored
Order Roll-off /dumpster /dump trailer as needed
Remove salvage items to storage facility
Photograph salvage items and inventory
Demolition/restoration of building structure, interior and exterior, in

accordance with all federal, state and local laws and requirements
Foundation leveling and structure elevation if required and in compliance with all federal, state and local laws, codes, ordinances and requirements
Removal and Disposal / ACM
Record and certification of items of hazardous waste or special disposal in compliance with applicable law
Abatement and/or Removal of any hazardous waste or special disposal in compliance with applicable law
Bag/haul disposal items to truck/dumpster in compliance with applicable law
Haul disposals to land fill, including removal and hauling of any hazard waste in compliance with applicable law
Removal and/or remediation of any subterranean waste or hazard waste material in compliance with applicable law for soil and/or groundwater
Record Land Fill weights & retain receipts

IV. SCHEDULE AND GENERAL REQUIREMENTS

A. Pre-Bid Site Visit at Subject Property

A single, pre-bid site visit will be held at 10:00 a.m. on, October 22, 2021 at the Subject Property (7 E. Dewey Street, Bay Park, NY). Due to the nature of the project, site access, and clearance requirements for existing utilities, it is strongly suggested that prospective bidders attend the pre-bid site visit.

All participants are required to bring and wear their own Personal Protective Equipment (“PPE”) and inspection equipment, including but not limited to e.g. hard hats, face masks, and flashlights, at all times while inside the property. No equipment will be provided by the NCLB.

B. Terms and Conditions

1. General Requirements

All proposers/contractors must meet the following minimum criteria and affirmatively prove the same in their submission:

- Be legally licensed to perform the work specified herein in New York State, Nassau County and the Town of Hempstead as may be required
- Demonstrated prior experience in the demolition/restoration of housing in accordance with applicable codes, standards, rules, and regulations, including references from at least three relevant projects within the past five years
- Use of responsible and licensed subcontractors

- Satisfactory bank reference
- Evidence of insurance in accordance with the requirements set forth below
- Appropriate certifications by general contractor or sub-contractor for all lead-based paint and asbestos activities, attaching a copy any certifications and professional licenses held
- Transparent and effective system for tracking costs and lien releases
- Acceptable ratings as provided by Dun & Bradstreet credit check, if applicable and if DUNS number is available

Contractors may not participate if they have a recent history of the following:

- Local, State, or Federal tax arrears
- Labor violations
- Arson, fraud, bribery, or grand larceny conviction or pending case
- A record of substantial building code violations or litigations on property controlled by the contractor or by any entity or individual that comprises the contracting entity
- Formal debarment or suspension from entering into contracts with any governmental agency or other notification or ineligibility for or prohibition against bidding or proposing on government contracts
- Denial of a contract based on any obligation to, or unsatisfied judgment or lien held by, a governmental agency

2. Insurance Requirements:

Evidence of Environmental Pollution Liability

- \$1,000,000 limit
- Naming the NASSAU COUNTY LAND BANK CORPORATION as an Additional Insured with Primary Non-Contributory language.

Certificate of Insurance (ACORD 25) evidencing Contractor’s Commercial General Liability Insurance in amounts not less than \$1,000,000 per occurrence, \$2,000,000 in the annual aggregate, \$2,000,000 products/completed operations aggregate naming NASSAU COUNTY LAND BANK CORPORATION as an Additional Insured.

Certificate of Insurance (ACORD 25) General Contractor’s Auto Named Insured must be full legal name, evidencing amounts not less than \$1,000,000 naming NASSAU COUNTY LAND BANK CORPORATION as Certificate holder.

REQUIREMENTS FOR ALL INSURANCE:

- Carrier must be rated “A-” or higher in the AM Best Guide with a Financial Size Category of at least VI,
- Named Insured must be NCLB full legal name
- Policy must be current, not expired, and include all endorsements
- Certificate must be signed by an authorized representative of the insurance carrier
- Additional Insured/ Certificate holder/ (as required below) must appear as:
 Nassau County Land Bank Corporation
 40 Main Street, Hempstead, New York 11550

C. M/WBE

It is the goal of the NCLB to award a fair share of Procurement Contracts to Minority-Owned Business Enterprises (“**MBE**”) and Women-Owned Business Enterprises (“**WBE**”) (collectively, “**MWBE**”). It is also the NCLB’s goal to award Procurement Contracts to those procurement contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment.

D. Local Utilization

Reasonable preference will be given to New York State business enterprises as defined in New York State Public Authorities Law 2897 operating locally and regionally. Furthermore, reasonable preference will be given to qualified proposers demonstrating utilization of local trade apprenticeship programs relevant to the Scope of Services.

E. Selection Process

1. Anticipated Timetable

RFP release date:		10/18/2021
Site visit	10:00 AM	10/22/2021
Closing date for written questions	4:00 PM	10/25/2021
Deadline for submission of proposals:	4:00 PM	11/19/2021
Selection of Contractor:	no later than	12/10/2021

This schedule is subject to change at the discretion of the NCLB

V. INSTRUCTIONS AND MANDATORY REQUIREMENTS

1. Any member of the public or any entity is entitled to submit a proposal for the purchase and redevelopment or demolition of the Subject Property, provided that such proposer complies with the instructions stated in this RFP.
2. This RFP is available online at the Nassau County Land Bank website (<https://www.nassaucountyny.gov/4293/Land-Bank>) or may be obtained by emailing or calling Jonathan C. Gaffney, Executive Director, at jgaffney@nassaucountyny.gov (516) 572-1398, respectively.
3. The deadline for proposals is **November 19, 2021 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 person on or before the bid deadline stated above:

Jonathan C. Gaffney
Executive Director
Nassau County Land Bank Corporation
40 Main Street, Suite C
Hempstead, New York 11550

All proposals must be submitted in a sealed opaque envelope with the statement “Response to RFP No. NCLB-01-21” 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 Jonathan C. Gaffney, Executive Director, via email at jgaffney@nassaucountyny.gov, or by mail at the address listed above Att: Jonathan C. Gaffney. The NCLB reserves the right not to answer any question or comment received and will not respond to any question not presented in writing.

VI. 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/redevelopment and or demolition 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 redevelopment 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 “Nassau County Land Bank Corp.” as a good faith deposit (the “Deposit”). Once a successful proposer has been identified, the NCLB and such proposer will proceed to execute a Contract of Sale, which will contain terms similar to those contained in the form attached hereto as Appendix B. Upon executing such Contract of Sale, the winning proposer 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. In the event that 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 Proposer is an individual)
- A completed Principal Questionnaire Form attached here as Appendix D (unless the Proposer is an individual) and
- A completed Form 700 attached here as Appendix E

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 NCLB, in the sole discretion of the NCLB, from completing the transaction as described in this RFP with such proposer, such proposal will be rejected.

ALL PROPOSERS SHOULD NOTE THAT THE NCLB MAY NOT EXECUTE A CONTRACT UNTIL APPROVAL OF THE SALE OF THE SUBJECT PROPERTY IS OBTAINED FROM THE BOARD OF DIRECTORS OF THE NCLB. THE NCLB SHALL NOT BE BOUND TO SELL THE SUBJECT PROPERTY TO ANY PROPOSER UNLESS AND UNTIL THE SALE OF THE PROPERTY TO THE SUCCESSFUL PROPOSER IS APPROVED BY THE NCLB BOARD OF DIRECTORS AND THE CONTRACT OF SALE IS EXECUTED BY THE NCLB.

The NCLB 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.

VII. PROPOSAL EVALUATION

The NCLB will review the proposals to determine which proposal or proposals provide the most value to the NCLB. Proposals will be evaluated based on:

- The proposed acquisition price (60 points)
- The Proposer’s redevelopment and or demolition plan for the subject property (20 points)
- Experience of the Proposer and Proposer’s personnel (10 points)

- Financial condition of the person/firm making the proposal (10 points)

The NCLB reserves the right to interview selected Proposers and 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 NCLB is under no obligation to return proposals.

VIII. GENERAL INFORMATION AND CONDITIONS FOR PROPOSERS

No Representations as to the Property:

The NCLB is proposing to sell the Subject Property in “**AS IS CONDITION**” and **WITH ALL FAULTS**. The NCLB 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 NCLB.

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 Proposer believes that specific information or data contained in its response is protected from disclosure under the Freedom of Information Law, the Proposer 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 Proposer’s reasons for believing that the information or data is exempt from disclosure. The following notice must be inserted in the front of the Proposer’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 Proposer believes is protected from disclosure under the New York State Freedom of Information Law. The Proposer 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 NCLB does not assume any responsibility or liability for disclosure of data that has not been properly identified as set forth above. The NCLB 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 NCLB not to release certain parts or all of its response by notifying the NCLB 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 NCLB and its Directors, 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 Proposer's response or data.

Incurring Cost:

The NCLB 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 NCLB shall notify the successful proposer of their award by means of a Notice of Award. Neither an award nor the issuance of a Notice of Award shall constitute the NCLB's acceptance of such proposal or a binding commitment on behalf of the NCLB 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 Board of Directors of the NCLB.

Negotiated Changes:

The NCLB reserves the right to interview and negotiate with selected Proposers and to award a contract to the Proposer, who in the sole discretion of the Board of Directors of the NCLB, offers the Proposal deemed most advantageous to the NCLB.

Rejection of Proposals:

This RFP does not commit the NCLB to award a contract for the sale of the Subject Property. The NCLB 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 NCLB 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 Proposal:

- 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 NCLB shall benefit financially or materially from the sale of the Subject Property. The NCLB 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 NCLB.

Examination of Records:

In submitting a proposal, the successful Proposer agrees that the NCLB 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 NCLB's acceptance of a proposal.

Disclaimer:

The NCLB 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 NCLB 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.

APPENDIX A

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:

1. 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
2. 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
3. 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.
4. The undersigned has carefully examined the Request for Proposal and the contract documents attached thereto and if the NCLB proposer enters into an agreement, proposer agrees to perform under such agreement.

APPROVED AND SUBMITTED BY: _____

(Signature)

PRINT NAME: _____

DATE: _____

APPENDIX B

FORM OF CONTRACT OF SALE

This **CONTRACT**, made as of the date on which this Contract is executed by the NASSAU COUNTY LAND BANK CORPORATION (hereafter “NCLB”), a 501 (c) (3) not-for-profit corporation located in the State of New York, having its principal office at 40 Main Street, Hempstead, New York 11550 (“Seller”), and _____, a _____ located in the State of New York, having its principal office at _____ (“Purchaser”), referred to collectively herein as the “Parties.”

RECITALS

WHEREAS, NCLB has agreed to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter contained, the following (the “Premises”):

1. The parcel of land which is designated as Section: 42, Block: 40, Lot: 18 & 19 on the Nassau County Land and Tax Map, located at & 7 E. Dewey Street, East Rockaway (unincorporated area of Bay Park), New York.

WHEREAS, as a material component of the consideration for the purchase and sale of the Premises, Purchaser has agreed to improve, demolish and/or redevelop the Premises for residential housing (“**Development Plan**”).

WHEREAS, Purchaser acknowledges that NCLB would not have agreed to sell the Premises to Purchaser absent Purchaser’s commitment to demolish and/or repair and redevelop the Premises. This Contract is intended to ensure that Purchaser fulfills the Development Plan, and, until such time, Purchaser pledges the Premises as security for the completion of the Development Plan.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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 Premises
 - b. All improvements situated on the Premises, if any, (collectively the “**Improvements**”).
 - 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 Premises, 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 Premises by reason of change of grade of any street.

- d. The appurtenances and all the estate and rights of Seller in and to the Premises and the Improvements, if any.
 - 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 Premises, if any.
2. Seller shall convey and Purchaser shall accept fee simple title to the Premises in accordance with the terms of this Contract, 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 uninsurable; 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;
 - b. All covenants, restrictions, easements, reservations and agreements of record, provided the same do not prevent the redevelopment and use of the parcel for a single family residence;
 - 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 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 without extra premium 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, provided none of the foregoing restrict or prohibit the use of any parcels which constitute the Premises from being developed and used for a single family residence.
 - 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 Contract;

- 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. **Purchaser Obligations.** Purchaser hereby covenants and agrees to the following material conditions of this Contract, all of which shall survive the Closing and delivery of the deed to the Purchaser:

- a. Purchaser shall improve, develop, redevelop, demolish and/or repair the Premises in accordance with the Development Plan and in compliance with all federal, state and local municipal codes, laws, ordinances, rules, regulations or requirements (“law”) on or before one year from the date of closing of this transaction or as required by law (the “**Completion/Compliance Dates**”). “Development Plan” shall mean plans and specifications for the construction or redevelopment of a single family residence on the parcel constituting the Premises which have been reviewed and approved by the Seller; and
- b. Purchaser shall use the Premises solely for the purpose(s) specified in the Development Plan; and
- c. Purchaser shall comply with all federal, state, county, city, town, village and other applicable laws, ordinances, rules, and regulations, and all orders and rules of any duly constituted authorities affecting the Premises, or the use and occupancy of the Premises (collectively “Laws”); and
- d. Purchaser shall remedy any and all outstanding building and zoning code violations and shall otherwise comply with all orders of federal, state or local municipal authorities having jurisdiction over the Premises
- e. Purchaser shall not create or allow any nuisance to exist in or on the Premises; and
- f. Purchaser shall pay, when due, all taxes, liens, judgments, assessments, sewer and water charges, and environmental investigation, remediation and clean-up costs which may be required by a governmental authority with appropriate authority affecting or pertaining to the Premises which may exist on or after the date on which title is conveyed to the Purchaser. Purchaser shall furnish evidence of payment of same upon the NCLB’s demand; and
- g. Purchaser shall keep the Premises and all improvements insured against loss by fire, with extended coverage endorsement, and such other hazards (and in such amounts) in an amount and as the NCLB may otherwise reasonably require. If applicable, all policies shall have endorsed thereon the standard New York mortgagee clause in the name of the NCLB as an additional insured. Purchaser shall also, upon the Land Bank’s demand, furnish evidence of coverage to the NCLB and assign and deliver such policies to the NCLB.

- h. On or before the Completion Date, Purchaser shall provide NCLB with copies of any and all building permits, certificates of completion, certificates of occupancy, certificates of adequacy, certificates of inspection, and/or other similar permits or certificates obtained for the Premises as may be required by Laws or as may be reasonably requested by NCLB (the “**Certificates**”) and any drawings, plans, receipts, photographs, specifications, and/or other documentation reasonably requested by NCLB confirming that Purchaser is adhering to the Development Plan, Compliance Date and Completion Date. At a mutually agreeable time, Developer will allow NCLB employees and/or its agents access to the Premises for the purpose of inspecting the Premises to assist in the determination as to whether Purchaser is in substantial compliance with the Development Plan. If the NCLB determines in its sole, but reasonable, discretion that the Purchaser is in substantial compliance with the Development Plan, it shall issue Purchaser a Certificate of Substantial Completion, which shall be issued within twenty (20) days from the date of such inspection
 - i. For the purpose of this Contract, “Substantial Completion” shall mean
 - 1. Adhering to a schedule to complete the Development Plan on or before the Completion Date
 - 2. Completing the Development Plan in a good and workmanlike manner
 - 3. Applying for and receiving any and all Certificates, in a timely manner, and as may be required by any Laws
 - 4. Communicating with NCLB any delays, postponements, or setbacks to the Completion Date for documentation and approval at the NCLB’s sole, but reasonable, discretion.
 - ii. Any lack of compliance with Substantial Completion or the Development Plan, after NCLB has issued notice and allowed thirty (30) days for Purchaser to comply, may result in a penalty of:
 - 1. A fine of **FIVE HUNDRED xx/100 DOLLARS (\$500.00)** to reoccur every thirty (30) days until Substantial Completion is documented and approved by NCLB, provided however, that in the event the Purchaser has diligently commenced its cure of such default and diligently pursues such cure to completion, the NCLB may, in its sole discretion, agree to waive any such fine.

2. Failure of the Purchaser to cure any such default within thirty (30) days of receipt of written notice shall, at Seller's option and in addition to any other remedies available at law or in equity, result in a reverter of title to the Premises to the Seller, and all title to all improvements upon the Premises without refund of any other monies invested by Purchaser into the Premises or their development

4. Payment

- a. Purchaser shall pay to Seller for fee simple title to the Premises the sum of _____ **DOLLARS** (\$ _____) (hereinafter, the "**Purchase Price**") to be paid as follows:
 - i. The sum of _____ **DOLLARS** (\$ _____) (the "**Deposit**" or the "**Down Payment**") to be paid upon the execution of this Contract by the Purchaser, to be held by the NCLB in a non-interest bearing account, in escrow until closing of title. The Deposit shall be paid by bank or certified check payable to "Nassau County Land Bank Corp." If the Purchaser fails to perform their obligations hereunder for any reason other than the NCLB's willful default or the failure of the NCLB to obtain all requisite NCLB approvals to this sale, the NCLB may terminate this contract of sale by notice to the Purchaser and may retain the Deposit as liquidated damages. In the event that the NCLB is unable to perform its obligations under this contract, the NCLB's sole liability shall be to return the Deposit to the Purchaser, without interest, whereupon this contract shall be null and void and of no further force and effect and neither party shall have any further liability to the other hereunder; and
 - ii. The sum of _____ **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 "Nassau County Land Bank Corp."
 - b. The transfer of the Premises to the Purchaser shall be without cost or expense to the Seller. The Purchaser shall pay all recording fees, title premiums, transfer taxes (if applicable) and all other fees and expenses relating to the sale of the Premises.
5. 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 Contract agreed to take title, the existence thereof shall not constitute a Title Objection (as defined in Paragraph 10 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.

6. The Purchaser shall have until _____, 2021 to execute this Contract of Sale. In the event this Contract is not executed on or before the above date, the Seller shall have the right to withdraw and rescind this offer. The closing of title hereunder (the “**Closing**”) shall take place no later than the date which is forty-five (45) days following the execution of this Contract by the Seller. The Closing shall be at Seller’s office at One West Street, Mineola, New York 11501. The date on which the Closing shall take place is hereinafter referred to as the “**Closing Date**”.

7. Upon receipt of the balance of the Purchase Price, as aforesaid, Seller shall deliver an executed and acknowledged bargain and sale 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 Contract.

8. 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 are presently exempt from the imposition of real estate taxes, but such real estate taxes may be re-imposed upon the transfer of title.

 - b. Water and Electric Charges: Water, electric, and natural gas service to the Premises have been disconnected. Purchaser shall be responsible for the restoration of all utilities and services and the cost thereof.

 - c. Fuel: N/A

 - 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 any, and if assignable and to the extend assigned.

9. The Down Payment is hereby made a vendee’s lien against the Premises but such lien shall not continue after any default hereunder by Purchaser.

10. Title Objection

- a. A matter which: (i) renders title to the Premises uninsurable, (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 5 hereof, (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 Contract is fully-executed (but failure of which shall not be deemed a default or waiver by Purchaser under this contract), 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.

- c. In the event that Seller shall be unable to convey title to the Premises at the Closing in accordance with the provisions of this Contract or if Purchaser shall have any other grounds under this Contract 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 Contract and the sole liability of Seller shall be to refund the Down Payment to Purchaser. Upon such refund, this Contract shall be null and void and the parties hereto shall be relieved of all further obligations and liability other than any arising under Paragraph 14 hereof. Seller shall not be required to bring any action or proceeding or to incur any expense to cure any title defect or to enable Seller otherwise to comply with the provisions of this Contract, 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 insure 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 Contract, 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 with respect thereto.

11. At the Closing, Purchaser shall deliver a check or checks to the Title Insurer in payment of the amount of New York State Transfer Tax 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.
12. 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.
13. 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 Contract and the Schedules annexed hereto in relation to the sale of the Premises. Purchaser is purchasing the Premises in its "AS IS" condition as of the date of this Contract. All understandings and agreements heretofore had between the parties or their respective agents or representatives are merged in this Contract and the Schedules annexed hereto which alone fully and completely express their agreement. This Contract has been entered into after full investigation; neither party is relying upon any statement or representation by the other unless embodied in this Contract and the Schedules annexed hereto. Without limiting the provisions of this Paragraph 13, and notwithstanding anything to the contrary contained in this Contract, 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.
14. Purchaser represents to Seller that Purchaser did not negotiate with any brokers in connection with this transaction. 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. 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 14 shall survive the Closing, or if the Closing does not occur, the termination of this Contract.

15. 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, if any, are included in this sale in their "AS IS" condition as of the date of this Contract. Seller covenants and agrees that, between the date of this Contract and the Closing, no fixtures, equipment or personal property included in this sale shall be removed from the Premises. Seller further covenants and agrees that the Premises and all improvements comprising a part thereof shall be delivered on the Closing Date free of all leases and tenancies.
16. 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 is not a penalty, in which event this Contract shall terminate and neither party shall have any further rights or obligations hereunder except as set forth in Paragraph 14 hereof.

17. Notices

- a. Any demand, request, consent, or other notice given or required to be given under this Contract 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 5:40 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).

All notices shall be addressed to the parties at the following addresses:

To Seller: Nassau County Land Bank Corp.
40 Main Street, Suite C
Hempstead, New York 11550
Attention: Executive Director
e-mail: jgaffney@nassaucountyny.gov

with a copy to

Office of the Nassau County Attorney
One West Street
Mineola, New York 11501
Attention: Mr. Theodore E. Hommel, Counsel to Nassau County
Land Bank Corp.
Facsimile Number: (516) 571-4080

To Purchaser:

with a copy to:

- b. Either party may, by notice given pursuant to the provisions of this Paragraph 17, 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.

18. 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.
19. Except as otherwise expressly provided to the contrary in this Contract, no representations, warranties, covenants or other obligations of Seller set forth in this Contract shall survive the Closing, and no action based thereon shall be commenced after the Closing
20. 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 Contract on Seller's part to be performed.
21. 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.

22. Deliveries on Closing Date

- a. In addition to the other items referred to in this Contract, Seller shall make the following deliveries to Purchaser on the Closing Date:
 - i. If requested by the Title Insurer, or reasonably requested by Purchaser, a Resolution of the Board of Directors of the Nassau County Land Bank Corporation authorizing the sale and delivery of the deeds; 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 Contract, 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 or Assistant Secretary of Purchaser certifying such Resolution; and

- ii. Such other documents, instruments, and agreements which are reasonably necessary or appropriate in order to consummate the transactions contemplated hereby
- 23. 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.
- 24. This Contract 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 Contract. This Contract 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.
- 25. This Contract 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 Contract, provisions which are deleted or crossed out shall be treated as if never included herein.
- 26. This document is not an offer by Seller, and under no circumstances shall this Contract have any binding effect upon Purchaser or Seller unless and until
 - a. duly-authorized representatives of Purchaser and Seller shall each have executed the same and delivered executed counterparts hereof to each other; and
 - b. Seller and Purchaser have each obtained all requisite approvals, including, without limitation, approval by their respective Boards.
- 27. If any provision of this Contract is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Contract and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 28. This Contract 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. A faxed or e-mailed countersigned contract shall be deemed to be an original for all purposes.
- 29. 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.
- 30. Purchaser covenants and agrees that in no event will Purchaser record or cause to be recorded this Contract or any memorandum hereof or affidavit, assignment or other document relating to this Contract and that if Purchaser breaches the provisions of this Paragraph, Seller shall have the option of terminating this Contract and retaining the Down Payment as Liquidated damages in addition to any other rights that Seller may have.

31. If Seller is unable to transfer title to Purchaser in accordance with this Contract, 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 Contract shall be null and void except with respect to the provisions of Paragraph 12 hereof.
32. 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.
33. In connection with any litigation arising out of this Contract, 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).
34. 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 Contract 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.
35. This Contract is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
36. 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.
37. 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 CONTRACT.
38. 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.

39. 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract as of the date on which this Contract is executed by the Nassau County Land Bank Corporation.

NASSAU COUNTY LAND BANK CORP.

By: _____
Name:
Title: Executive Director

PURCHASER

By: _____
Name:
Title:

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2021 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he/she resides in the County of Nassau; that he/she is the Executive Director of the Nassau County Land Bank Corp., the 501 (c) (3) not-for-profit corporation described herein and which executed the above instrument; and that he/she signed his/her name thereto.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF _____)

On the ____ day of _____ in the year 2021 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

APPENDIX C

BUSINESS HISTORY FORM

The contract shall be awarded to the responsible proposer who, at the discretion of the Nassau County Land Bank Corporation (the "NCLB"), taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the NCLB, offers the best value to the NCLB 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.

(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) The proposer is a (check one): Sole Proprietorship Partnership Corporation
Other (Describe) _____

6) Does this business share office space, staff, or equipment expenses with any other business?
Yes No If Yes, please provide details: _____

7) Does this business control one or more other businesses? Yes No If Yes, please provide
details: _____

8) 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. _____

9) 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). _____

10) 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 _____

11) 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. _____

12) 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. _____

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

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

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

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

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

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

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

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

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

16) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in responding to this RFP or entering into a contract of sale for the premises with the NCLB.

(ii) Any family relationship that any employee of your firm has with any NCLB or Nassau County public servant that may create a conflict of interest or the appearance of a conflict of interest in submitting a proposal in response to this RFP.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in entering into a contract with the NCLB for the purchase of the premises.

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

Attachments To Business History Form

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

- 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 should include:

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

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the 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 _____

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 REQUEST FOR PROPOSALS OR FUTURE RFP'S, 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 NCLB 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 NCLB 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 2021

Notary Public

Name of submitting business: _____

By: _____
 Print name

 Signature

 Title

_____/_____/_____
Date

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 RFP OR FUTURE RFP'S, 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 2021.

Notary Public

Name of submitting business

Print name

Signature

Title

_____/_____/_____
Date

APPENDIX E

REQUEST FOR TAX PAYER

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:
Federal ID# [] Social Security # [] | C. Is a medical or legal service ever
provided by vendor: Yes [] No [] |
| B. Is vendor/payee incorporated:
Yes [] No [] | D. Is vendor/payee an employee
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 you 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 # _____

Official Use Only

Form Submitted By: _____ (Name)

_____ (NC Department)

TYPE: **V** or **E** or **R** ADMIN ST: **P** IND: **R** FTAX/SSN IND: **F** or **S** RESTRD: **N** 1099 REPORT: **Y** or **N**
Nassau County Comptroller- Vendor Claims Section
240 Old Country Road
Mineola, NY 11501

FORM#700-W9

