



County

Nassau

Office of Purchasing

Staff Summary A-03-2017

Subject: Furnish & Install Synthetic Turf Athletic Field (S/B 98863-01177-179, RQPK17000001)
Department: Office of Purchasing
Department Head Name: Eric Naughton
Department Head Signature <i>Eric Naughton</i>

Date: January 20, 2017
Vendor Name: A-Turf, Inc.
Contract Number A-03-2017
Contract Manager Name Mary Hoeflinger

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	2/3/17 <i>[Signature]</i>	Counsel to C.E.
	Budget	2/1/17 <i>[Signature]</i>	County Atty.
2/1/17 <i>[Signature]</i>	Deputy C.E.	2/1/17 <i>[Signature]</i>	County Exec.

Narrative

Purpose: To authorize and award a purchase order to furnish and install a synthetic turf athletic field at Mitchel Athletic Complex for the Nassau County Department of Recreation, Parks and Museums.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where 35 vendors were notified electronically of the bid; three vendors were women-owned businesses. Minority Affairs was given a copy of the bid. Four (4) bids were received, none of which were minority, women or veteran owned.

Impact on Funding: A purchase order in the amount of Three Hundred Fifty-One Thousand Five Hundred Fifty Dollars (\$351,550.) from Grant PK89.

Recommendation: Office of Purchasing recommends an award be given to A-Turf, Inc. as the lowest responsible bidder meeting specifications.

10-11-9-6 A 11-01
2017 FEB -6 A 11-01
NASSAU COUNTY
RECEIVED

COUNTY OF NASSAU
INTER - DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-03-2017

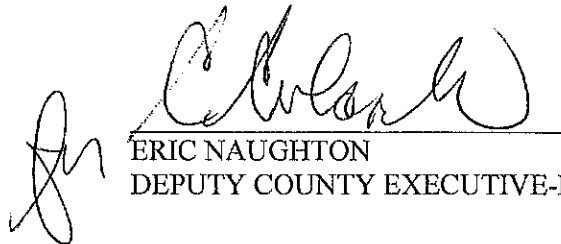
FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: JANUARY 20, 2017

SUBJECT: RESOLUTION-NASSAU COUNTY DEPARTMENT OF RECREATION, PARKS AND MUSEUMS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF THREE HUNDRED FIFTY-ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$351,550.00) ON BEHALF OF NASSAU COUNTY DEPARTMENT OF RECREATION, PARKS AND MUSEUMS TO A-TURF, INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO FURNISH AND INSTALL A SYNTHETIC TURF ATHLETIC FIELD AT MITCHEL ATHLETIC COMPLEX FOR THE NASSAU COUNTY DEPARTMENT OF RECREATION, PARKS AND MUSEUMS..

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


ERIC NAUGHTON
DEPUTY COUNTY EXECUTIVE-FINANCE

MS: br

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



A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF RECREATION, PARKS AND MUSEUMS AND A-TURF, INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #98863-01177-179 to furnish and install a synthetic turf athletic field at Mitchel Athletic Complex for Nassau County Department of Recreation, Parks and Museums as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, A-TURF, INC., submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with A-TURF, INC.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NONE

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

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

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

Dated: 1.31.17

Vendor: A-TURI INC.
Signed: James A. Dobmeier
Print Name: JAMES A. DOBMEIER
Title: PRESIDENT

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name James A. Dobmeier
Date of birth 10 / 4 / 58
Home address 64 Bramblewood Lane
City/state/zip East Amherst, NY 14051
Business address 505 Aero Drive / PO Box 157
City/state/zip Cheektowaga, NY 14225 / Williamsville, NY 14231
Telephone 716-204-0748
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 12 / 16 / 05 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES _____ NO X 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?
YES _____ NO X 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? YES X NO _____; If Yes, provide details.
Also President of Surface America, Inc., A-Turf's parent company.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO _____ If Yes, provide details.
We routinely do projects for cities, school districts, and government entities nationwide.

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

BIDDER SIGN HERE

James A. Dobmeier
BIDDER

President

TITLE

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES _____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X 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? YES _____ NO X 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? YES _____ NO X 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.) No
- a) Is there any felony charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO X 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? YES _____ NO X 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?
YES _____ NO X 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?
YES _____ NO X If Yes, provide details for each such occurrence.

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BIDDER SIGN HERE

James A. Collier
BIDDER

President

TITLE

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? YES _____ NO X 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? YES _____ NO X 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? YES _____ NO X 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? YES _____ NO X If Yes, provide details for each such year.

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James A. Johnson
BIDDER

President

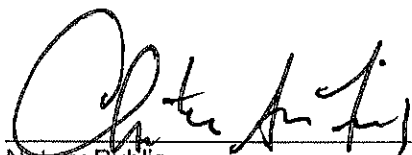
TITLE

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, James A Dobmeier, 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 13th day of January 2017



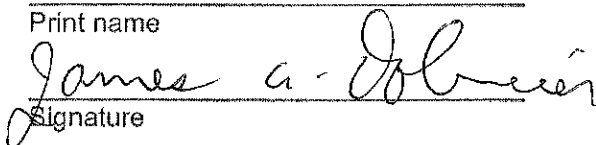
Notary Public
CHRISTIE ANN FIX
Notary Public, State of New York
No. 01FI6278839
Qualified in Niagara County
Commission Expires 04/01/2017

A-Turf, Inc.

Name of submitting business

James A Dobmeier

Print name



Signature

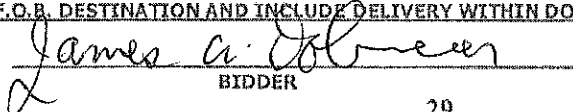
President

Title

1, 13, 17
Date

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BIDDER SIGN HERE


BIDDER

President

TITLE

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Susan M. Dobmeier
Date of birth 5 / 24 / 60
Home address 64 Bramblewood Lane
City/state/zip East Amherst, NY 14051
Business address 505 Aero Drive / PO Box 157
City/state/zip Cheektowaga, NY 14225 / Williamsville, NY 14231
Telephone 716-204-0748
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 12 / 16 / 05
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary 12 / 16 / 05
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X 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?
YES NO X 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? YES NO X; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO If Yes, provide details.
We routinely do projects for cities, school districts, and government entities nationwide.

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BIDDER SIGN HERE

Susan M. Dobmeier
BIDDER

Treasurer / Secretary
TITLE

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X 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? YES _____ NO X If Yes, provide details for each such instance.
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- a) Is there any felony charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
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 - 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? YES _____ NO X 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? YES _____ NO X If Yes, provide details for each such conviction.
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Susan M. Doherty
BIDDER

Treasurer/Secretary
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
98863-01177-179

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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such year.

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Steven M. DeMena
BIDDER

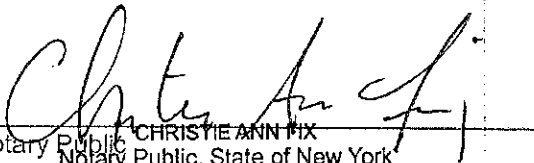
Treasurer/Secretary
TITLE

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I, Susan M. Dobmeier, 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 31st day of January 2017


Notary Public CHRISTIE ANN PIX
Notary Public, State of New York
No. 01F16278839
Qualified in Niagara County
Commission Expires 04/01/2017

A-Turf, Inc.

Name of submitting business

Susan M. Dobmeier
Print name

Susan M. Dobmeier
Signature

Treasurer / Secretary
Title

1 / 31 / 17
Date

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Susan M. Dobmeier
BIDDER

Treasurer / Secretary
TITLE

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.

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

Date: January 4, 2017

- List all other business addresses used within last five years: N/A

- 3) Mailing Address (if different): PO Box 157, Williamsville NY 14231

Phone : 888-777-6910

Does the business own or rent its facilities? Rent

- 4) Dun and Bradstreet number: 134510697

- 5) Federal I.D. Number: 20-4029013

- 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 X No If Yes, please provide details: Surface America, Inc. is a tenant in the same building. James A. Dobmeier is President of both companies. No other staff or expenses are shared.

- 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. A-Turf, Inc. is a wholly owned subsidiary of Surface America, Inc.

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BIDDER SIGN HERE

BIDDER

President

TITLE

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

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James A. DeLoe
BIDDER

President

TITLE

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X 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 X; 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 X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

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

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

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

b) Please describe 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.

We will disclose to contracting agency and /or county legal counsel any issues that arises pertaining to 17 (a) (i) (ii) (iii) and will heed their recommendations to ensure that a conflict of interest would not exist.

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; 12/16/05

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BIDDER SIGN HERE

James A. Johnson
BIDDER

President

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
98863-01177-179

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; A-Turf, Inc. is a wholly-owned subsidiary of Surface America, Inc.
- iii) Name, address and position of all officers and directors of the company; See Attached
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 11
- vi) Annual revenue of firm; \$12 Million
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits. NYS Certificate of Authority attached.

B. Indicate number of years in business. 15 Years

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 Long Island University Post (LIU Post)

Contact Person Frank Casale

Address 720 Northern Blvd

City/State Brookville, NY 11548

Telephone 516-322-6065

Fax # 516-299-2137

E-Mail Address Frank.Casale@liu.edu

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

BIDDER SIGN HERE

James A. Dolan
BIDDER

President

TITLE

A-Turf Corporate Officers

James A. Dobmeier

President

64 Bramblewood Lane East Amherst, NY 14051

Susan M. Dobmeier

Treasurer/Corporate Secretary

64 Bramblewood Lane East Amherst, NY 14051

A-Turf Directors

Arthur B. Dodge III

Director

2081 Rice Road

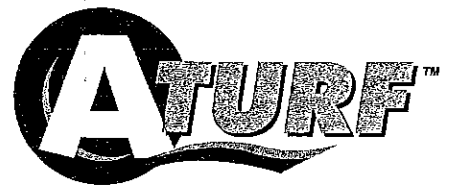
Lancaster, PA 17603

Peter N. Saitis

Director

104 Hartefeld Drive

Avondale, PA 19311



Athletic Surfacing...Synthetic Technology

RE: 17) A. vii
Nassau County Dept. Of Recreation – Mitchel Athletic Complex

Summary of Relevant Accomplishments

A-Turf, Inc. is a 100% American-owned company based in New York State, just outside of Buffalo, NY. A-Turf has operated under the same name and ownership since our inception, which is a rarity in the turf business. We have had complete stability in our management team since our inception, and our staff is long tenured, loyal, and committed. A-Turf has successfully completed over 400 full size field projects and has worked hard to build an unmatched track record of quality, post-sale service and on-time installation. Some of our company highlights include:

- A-Turf has successfully completed over 100 installations in NYS without a single failure. In addition, A-Turf fields are easily exceeding the standard 8 year warranty period under even the heaviest of use conditions.
- A-Turf has a track record of performance at all levels of play, from elementary schools to the NFL level.
- Notable A-Turf installations include LIU – Post, St. John Fisher College, St. Bonaventure University, University of Buffalo Alumni Stadium, and New Era Stadium –Home of the Buffalo Bills. It should be noted that all of these fields were completed within the stringent timeline required for each project.
- In 2014, A-Turf successfully completed the largest public high school installation in the United States for the Niagara Falls School District. The project consisted of 10 full size fields with 9 of them located behind Niagara Falls High School and the 10th at nearby LaSalle Middle School. The project was completed ahead of schedule and has been a huge success for the district, community and most importantly, the student athletes.
- This past year, A-Turf was selected to replace our first installation at Hershey Park Stadium located in Hershey, PA after 14 successful seasons. Hershey Park Stadium is one of the most heavily used and well known venues in PA as it is the location of high school State championships, the Big 33 game and major concerts, in addition to the hundreds of local high schools and colleges that use the field for football, soccer lacrosse and field hockey.

This is just a brief sampling of A-Turf's relevant accomplishments. If you would any additional information on any of the above named projects or any additional projects please contact A-Turf's Vice President of Sales at 888-777-6910.

Headquarters
A-Turf, Inc.

PO Box 157, Williamsville, NY 14231
Telephone: 888-777-6910 • Fax: 716-204-0189 • www.aturf.com

JAMES A. DOBMEIER

64 Bramblewood Lane

East Amherst, New York 14051

716-480-2570

PROFESSIONAL EXPERIENCE:

1993 - Present: President & Founder of Surface America, Inc., a national recreational surfacing business focusing on playgrounds. Created the business model, from marketing to project installation, which grew the company from zero to the industry leader in 1998. Have maintained that leadership position for over 10 years. With the close of business in 2008, realized our 15th straight profitable year in an industry in which business failures are common. Also broadened product offering to include gymnasium & fitness flooring and specialty surfacing products category.

Notable accomplishments in support of above performance:

- Recruited national sales agent network.
- Recruited national installer network.
- Opened multiple major national accounts.
- Established mixing formulas.
- Established and managed supplier relationships.
- Created and implemented national marketing program ... from product and company names to trade show and direct mail details.
- Created and implemented internal policy and procedures ... including quoting system, profit margins / pricing, warranties, etc.

Developed internal staff to the point where the day to day operations of Surface America, Inc. are run at the direction of the V.P. of Operations. In so doing, was able to focus on creating another stand alone company, **A-Turf, Inc.**, in 2002.

A-Turf, Inc. is in the business of supplying and installing synthetic athletic fields nationwide. Since 2002, I have served as the president of both companies. Similarly to Surface America, I have directed the growth of A-Turf, Inc. in all facets ... marketing, sales & installation networks, policies & procedures, etc. As of 2008, total sales between both companies were approximately \$33 million. Have been on the board of directors of parent company Ecore International, Inc. (and its predecessor Dodge Regupol, Inc.,) for over 10 years.

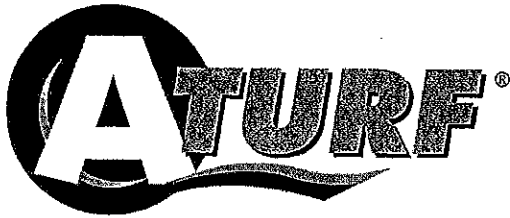
1985 - 1993: Marketing Manager ... promoted to ... Division Manager ... promoted to ... Vice President of **Sportec / Playfield International**. Directed corporate marketing for tennis, tracks, and synthetic athletic fields, and the establishment and development of the playground surfacing division of the company.

1983 - 1985: Forms Management Marketing Position, **Moore Business Forms**. Liaisoned with senior account executives in the sale and implementation of corporate buying program for major accounts in the northeastern United States.

EDUCATION

University at Buffalo, Masters in Business Administration, Finance Major, 1982

Canisius College, Bachelor of Science, Marketing Major, 1980



Synthetic Turf for Maximum Performance

SUSAN M. DOBMEIER

Business Manager

Sue has been with A-Turf since its inception in 2002. Since that time, she has managed contract administration on over 300 construction projects. Her current responsibilities include:

- Direct and coordinate the day to day financial activities of the construction company, including accounting, cash flow analysis, collections, bonding, credit, banking, taxes, and insurance.
- Provide leadership and coordinate activities of various functional units (sales, operations, project management, accounting) in order to ensure fulfillment of all contractual obligations with optimum efficiency and accuracy.
- Review official directives and correspondence to implement changes in programs, policies, and procedures related to contract fulfillment and state/local regulatory compliance.
- Oversee contract administration from start to finish on approximately 50 construction projects annually.
- Interface with attorney on contract review and all associated legal matters. Make recommendations to company president on such matters.
- Manage interactions with general and sub contractors, installers, customers, architects, management companies, attorneys, vendors, and internal staff in relationship to all business issues.
- Oversee the posting of transactions to ensure compliance to corporate accounting practices and accurate financial data.
- Supervise Business Office Coordinator and Construction Project Coordinator.

Prior Experience:

- 5 Years as Self-Employed Job Placement Consultant and Business Writer
- 13 Years as Academic Advisor, Placement Supervisor, and Instructor with Bryant & Stratton Business Institute

Education:

- B.A. Communication, Canisius College, Buffalo NY



Athletic Surfacing...Synthetic Technology

Rick Krysztof - A-Turf's Designated Project Manager

Rick will be A-Turf's designated project manager if awarded this project. Rick has been with A-Turf since 2003. Since that time, he has managed numerous projects for A-Turf, many of which included a scope of work similar to that of which will be required on this project. It is important to note that he has never managed a project that was completed later than the scheduled completion date.

Qualifications include the following:

- Thorough knowledge of synthetic turf construction.
- Possesses sound decision making and problem solving abilities.
- Responsive to people and organizational needs and concerns.
- Able to communicate affectively both verbally and in writing.
- Experienced in working with all levels from sales personnel to management.
- Graduate of the University of Buffalo.

On Site Experience includes the following:

- Review contracts (subcontractor) and receive all documentation regarding insurance and warranties.
- Oversee surveyors to ensuring all points are accurate.
- Coordinate with consultants, architects, and subcontractors.
- Ensure subcontractors perform the work in accordance with specifications and meet critical timelines.
- Ensure deficiencies are corrected and rectified immediately.

Rick Krysztof has acted as A-Turf's Project Manager on the Following Jobs:

- Clarence Central School District (Stadium and Baseball Fields), Clarence, NY
- Dobbs Ferry Union Free SD, Springhurst Elementary School, Dobbs Ferry, NY
- Edgemont School District, Edgemont, NY
- Elmira Heights Central School District (Thomas A Edison HS), Elmira Heights, NY
- Long Island University Post (LIU-Post) Brookville, NY
- Williamsville Central School District (Williamsville North HS), Williamsville NY
- Solvay Union Free SD, Solvay, NY
- Avon Central SD, Avon, NY
- Corning Painted Post School District (High School), Painted Post NY
- McDowell High School, Erie, PA
- Harbor Creek High School, Erie, PA
- Monroe Community College, Rochester, NY
- Carmel High School, Carmel, NY
- Clary Middle School, Syracuse, NY
- University at Buffalo, Buffalo, NY
- Amherst High School, Amherst, NY

- Half Moon Bay High School, Half Moon Bay, CA
- Avon High School, Avon, IN
- Forest Hills Public Schools, Grand Rapids, MI (2 fields)
- Oak Hill High School, Oak Hill, OH
- Fair Oaks Elementary School, Redwood City, CA
- Kaiser Park, New York, NY
- Frances Hamburger Sternberg Park, New York, NY
- Roy Wilkins Park, New York, NY
- Erie Veterans Memorial Stadium, Erie, PA
- All High Stadium, Buffalo, NY
- Watertown High School, Watertown, NY
- AuSable Valley High School, Clintonville, NY
- Marcellus High School, Marcellus, NY
- L'Anse Creuse High Public Schools, MI. (2 Fields)
- Caledonia-Mumford CSD, Caledonia, NY.
- Henninger High School, Syracuse, NY
- Northview High School, Grand Rapids, MI
- Sauquoit Valley CSD, Saquoit, NY
- Half Moon Bay High School, Half Moon Bay, CA (130,000 square foot Baseball)
- Grand Haven Public Schools, Grand Haven, MI (2 fields)
- Orchard Park HS, Orchard Park, NY
- General McLane HS, Edinboro, PA
- Southwestern HS, Jamestown, NY
- Brighton HS, Rochester, NY
- Potsdam HS, Potsdam, NY
- Alfred State College, Alfred, NY
- Canton State College, Canton, NY
- Canisius College, Buffalo, NY
- Niagara University, Niagara Falls, NY
- St. Joseph's Collegiate Institute, Buffalo, NY
- Perry HS, Perry, NY
- Warsaw, HS, Warsaw, NY
- Pioneer, HS, Yorkshire, NY
- Carthage HS, Carthage, NY
- North Collins HS, North Collins, NY
- Spencerport HS, Spencerport, NY
- DuBois Area HS, DuPois, PA (2 fields)
- Canisius HS, Buffalo, NY
- Buffalo State College, Buffalo, NY.
- East Grand Rapids HS, Grand Rapids, MI
- Holland Christian HS, Holland, MI.
- Skaneateles HS, Skaneateles, NY
- Hamburg HS, Hamburg, NY
- Christian Brothers Academy, Syracuse, NY (2 fields)
- Hampton Township SD, Allison, PA
- Lyons CSD, Lyons, NY
- Elmira Free Academy, Elmira, NY
- Morrisville State College, Morrisville, NY
- Massena CSD, Massena, NY
- Liverpool CSD, Liverpool, NY
- Fulton CSD, Fulton, NY
- McQuaid Jesuit, Rochester, NY

- Honeoye Falls Lima, Honeoye Falls, NY
- Webster CSD, Webster, NY (2 fields)
- Dunkirk CSD, Dunkirk, NY (on-going)
- Ball State University, Muncie, IN (on-going)
- Ralph Wilson Stadium Turf Replacement– Buffalo Bills.
- Comstock Park HS, Comstock Park, MI.
- Cortland State College, Cortland, NY.
- Cortland HS, Cortland, NY.
- Fayetteville Manlius HS, Manlius, NY.
- Catt-Little Valley, Cattaraugus, NY.
- Camden HS, Camden, NY.
- Our Lady of Mercy HS, Rochester, NY.
- John Jay HS, Cross River, NY.
- Babson College, Babson Park, MA.
- McDonough School, Owings Mills, MD.
- University of Detroit Jesuit HS, Detroit, MI.
- Bluffton HS, Bluffton, IN.
- Holland Public Schools, Holland, MI.
- Fairview HS, Fairview, PA.
- Westhill CSD, Westhill, NY
- Lansingburgh CSD, Troy, NY
- Seneca Falls CSD, Seneca Falls, NY
- Quaker Valley ASD, PA.
- Stow Munroe HS, Stow, OH
- Grandeville HS, Grandeville, MI
- Hudsonville HS, Hudsonville, MI
- Caledonia HS, Caledonia, MI
- Poughkeepsie CSD, Poughkeepsie, NY
- Yorktown CSD, Yorktown Heights, NY
- Uxbridge HS, Uxbridge, MA
- Freeland HS, Freeland, MI
- Houghton College, Houghton, NY
- Ogdensburg Free Academy, Ogdensburg, NY
- Beaver River CSD, Beaver Falls, NY
- Cicero North Syracuse CSD, Syracuse, NY
- D'Youville College, Buffalo, NY
- Niagara Falls CSD, Niagara Falls, NY (9 fields)
- Fox Lane HS, Bedford, NY
- Plattsburgh State College, Plattsburgh, NY
- Sidney CSD, Sidney, NY (3 fields)
- St. Bonaventure University, Olean, NY
- University of Buffalo – Alumni Stadium, Amherst, NY
- St. John Fisher College, Pittsford, NY
- Eastchester CSD, Eastchester, NY
- Erie McDowell HS, Erie, PA
- Purchase College, Purchase, NY

*Plus numerous additional projects.

Please note that contact information for the above mentioned projects can be found our installation list.



Dave Martin - A-Turf's Director of Operations / Project Manager

Dave has been with A-Turf since 2004. Since that time, Dave has managed numerous projects for A-Turf, many of which included a scope of work similar to that of which will be required on this project. It is important to note that Dave has never managed a project that was completed later than the scheduled completion date.

Dave has worked in the synthetic turf industry since 1999 and has been actively involved in over 350 synthetic turf field projects.

Qualifications include the following:

- Thorough knowledge of synthetic turf construction.
- Possesses sound decision making and problem solving abilities.
- Responsive to people and organizational needs and concerns.
- Able to communicate affectively both verbally and in writing.
- Experienced in working in the operations, sales and project management departments.
- Currently hold the position of Director of Operations.

On Site Experience includes the following:

- Review contracts (subcontractor) and receive all documentation regarding insurance and warranties.
- Coordinate with consultants, architects, and subcontractors.
- Ensure subcontractors perform the work in accordance with specifications and meet critical timelines.
- Ensure deficiencies are corrected and rectified immediately.
- Clear and open lines of communication with the owner and / or owner's representative.

Partial List of Projects:

- Hershey Park Stadium, Hershey, PA
- Chartiers Valley School District, Pittsburgh, PA
- Episcopal Academy, New Town Square, PA
- Friends School, Baltimore, MD
- Phoenixville Area School District (Stadium and Baseball Fields), Phoenixville PA
- Arena Club (Indoor Field), Bel Air, MD
- Pottsgrove School District, Pottsgrove, PA

- Lehigh Area School District, Lehigh, PA
- William Penn Charter School, Philadelphia, PA
- Waynesboro School District, Waynesboro, PA
- Camp Hill Borough / CHSD (Siebert Park Stadium), Camp Hill PA
- Conestoga Valley School District, Lancaster, PA
- Dallastown Area School District, Dallastown, PA
- Gettysburg School District, Gettysburg, PA
- Lanco Field House, East Petersburg, PA
- Central Columbia School District, Bloomsburg, PA
- Altoona School District, Altoona, PA
- Lake Lehman School District, Dallas, PA
- York Suburban School District, York PA
- Red Lion Area School District, Red Lion, PA
- The Hill School, Pottstown, PA
- Quaker Valley Middle School, Leetsdale, PA
- Elizabethtown College, Elizabethtown, PA
- Franklin and Marshall College, Lancaster, PA
- Albright College, Reading, PA
- Kutztown University, Kutztown PA
- Hershey High School Stadium Field, Hershey PA
- Hershey High School Multi-purpose field, Hershey PA
- West Perry High School, Elliptsburg PA
- Arrowbrook Centre, Herndon, VA
- Alvernia University, Reading PA
- Delaware State University, Dover, DE
- Kennett Consolidated School District (3 Fields), Kennett Square PA
- Neumann University, Aston, PA
- Longwood University, Lancer Park, Farmville, VA
- Shenandoah University, Winchester, VA
- University of Mary Washington, Fredericksburg, VA
- Lancaster Mennonite High School, Lancaster, PA
- Manheim central High School, Veterans Stadium, Manheim PA

Please note that complete contact information for all of the above mentioned projects could be found our installation list.



New York State Department of
Taxation and Finance

Sales Tax Registration
W A Harriman Campus
Albany NY 12227

1302406249000-A T00



A-TURF, INC.
PO BOX 157
WILLIAMSVILLE NY 14231-0157

New York State Department of Taxation and Finance
Certificate of Authority

Identification number

20-4029013

(Use this number on all returns and correspondence)



VALIDATED

2/13/2013

Dept of Tax
and Finance

A-TURF, INC.
505 AERO DRIVE
CHEEKTOWAGA NY 14225-1405

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

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DTF-17-A-R (9/10)

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
98863-01177-179

Company New Era Stadium (Formerly called Ralph Wilson Stadium)
Contact Person Bob Schatz, Assistant Director of Operations
Address One Bills Drive
City/State Orchard Park, NY 14127
Telephone 716-860-0998
Fax # N/A
E-Mail Address Bob.Schatz@bills.nfl.net

Company Eberlin and Eberlin
Contact Person Ronald Tetelman, President
Address 31 Sodom Road
City/State Brewster, NY 10509
Telephone 845-582-0359
Fax # 845-279-2062
E-Mail Address EBERLINPE@aol.com

Company - Tetra Tech Architects & Engineers
Contact Person - Thomas Farlow
Address - Cornell Business & Technology Park
10 Brown Road
Ithaca, NY 14850
Telephone - 607-277-7100
Fax - 607-277-1410
Email - Thomas.Farlow@tetrattech.com

Company - Campus Construction Management Group, Inc.
Contact Person - Andrew Malcolm
Address - 6225 Sheridan Drive
Suite 100
Williamsville, NY 14221
Telephone - 716-239-4884
Fax - 716-783-7571
Email - AMolcolm@campuscmg.com

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

BIDDER SIGN HERE

James A. O'Brien
BIDDER

President

TITLE

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, James A Dobmeier, 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 13th day of January 2017


Notary Public

CHRISTIE ANN FIX
Notary Public, State of New York
No 01F16278839
Qualified in Niagara County
Commission Expires 04/01/2017

Name of submitting business: A-Turf, Inc.

By: James A Dobmeier

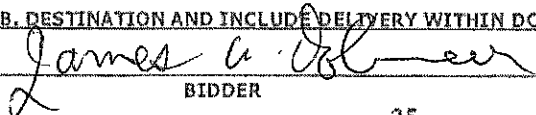
James A Dobmeier
Print name
Signature
President

Title

1/13/17
Date

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


BIDDER SIGN HERE


BIDDER

President

TITLE

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 98863-01177-179
	COUNTY OF NASSAU		Dated: 12/30/2016
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		BID OPENING DATE 01/17/2017 11:00 A.M. E.S.T.
BUYER MARY HOEFLINGER		TELEPHONE (516) 571-5820	REQUISITION NUMBER RQPK16000068

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE : SUPPLY AND INSTALLATION OF SYNTHETIC TURF ATHLETIC FIELD

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

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

CASH DISCOUNT OF 0% PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

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

DELIVERY MADE TO:

NASSAU COUNTY DEPT. OF RECREATION
MITCHEL ATHLETIC COMPLEX
UNIONDALE, NY 11553

GUARANTEED DELIVERY DATE

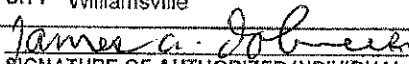
45 Days A/R/O DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

20-4029013

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER A-Turf, Inc.			
ADDRESS PO Box 157			
CITY Williamsville	STATE NY	ZIP CODE 14231	TELEPHONE 888-777-6910
		James A Dobmeier - President	
SIGNATURE OF AUTHORIZED INDIVIDUAL		PRINT OR TYPE NAME OF SIGNER AND TITLE	

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

BID TERMS AND CONDITIONS

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

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, baling or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
 - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
 - (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation has to be made, and of the County of Nassau and the State of New York.
 - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
 - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
 - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
 - (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS AND ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2215 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: A-Turf, Inc.

Address: PO Box 157, Williamsville NY 14231

Telephone No: 888-777-6910

Fax No: 716-204-0189

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

GUIDELINES FOR DISCLOSURE

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

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

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

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James A. Blum
BIDDER

President

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: A-Turf, Inc.

ADDRESS: PO Box 157, Williamsville NY 14231

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT - James A. Dobmeier - 64 Bramblewood Lane, East Amherst NY 14051

VICE PRESIDENT - N/A

SECRETARY - Susan M. Dobmeier - 64 Bramblewood Lane, East Amherst, NY 14051

TREASURER Susan M. Dobmeier - 64 Bramblewood Lane, East Amherst, NY 14051

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
IF SO WHEN? January 9, 2014

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 15 Years

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? N/A

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
James A Dobmeier	President	15	Executive Management	President of Corporation
Susan M. Dobmeier	Corporate Secretary	15	Financial & Administrative Management	Business Manager

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

A-Turf has visited the site to inspect the existing field several times in addition to attending the mandatory pre-bid conference.

A-Turf is very familiar with the existing conditions and is comfortable with our scope of work.

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James A. Dobmeier
BIDDER

President

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

Rick Krysztof (Vice President of Sales/Project Manager), Dave Martin (Director of Operations/Project Manager)

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

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

1. REFERENCE'S NAME:

Long Island University Post (LIU Post)

ADDRESS:

720 Northern Blvd

Brookville, NY 11548

TELEPHONE: 516-322-6065

CONTACT PERSON Frank Casale, Director of Facilities

CONTRACT DATE:

June 2016

2. REFERENCE'S NAME:

New Era Stadium - Buffalo Bills (Formerly called Ralph Wilson Stadium)

ADDRESS:

One Bills Drive

Orchard Park, NY 14127

TELEPHONE: 716-860-0998

CONTACT PERSON Bob Schatz

CONTRACT DATE:

September 2011

3. REFERENCE'S NAME:

Dobbs Ferry Union Free School District - Springhurst Elementary School

ADDRESS:

505 Broadway

Dobbs Ferry, NY 10522

TELEPHONE: 914-693-1500 X3065

CONTACT PERSON Dave Robertin

CONTRACT DATE:

August 2016

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James C. Dolan
BIDDER

President

TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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James A. Johnson
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President

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Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

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98863-01177-179

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

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

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

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COUNTY OF NASSAU STATE OF NEW YORK

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98863-01177-179

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

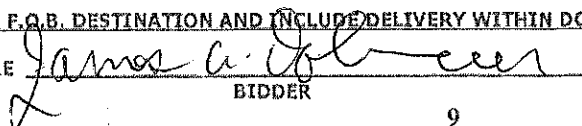
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

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

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

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

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

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

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James A. Johnson
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INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

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

All proposals and bid documents submitted in response must include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – 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.

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

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James A. Johnson
BIDDER

President

TITLE

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: A-Turf, Inc.

Address: PO Box 157

City, State and Zip Code: Williamsville NY 14231

2. Entity's Vendor Identification Number: 20-4029013

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):

Corporate Officers : James A. Dobmeier, President - 64 Bramblewood Lane, East Amherst, NY 14051 ✓

Susan M. Dobmeier, Treasurer - 64 Bramblewood Lane, East Amherst, NY 14051 ✓

Susan M. Dobmeier, Corporate Secretary - 64 Bramblewood Lane, East Amherst, NY 14051

Directors: Arthur B. Dodge II - 2081 Rice Road, Lancaster, PA 17603

Peter N. Saltis - 104 Hartefeld Drive, Avondale, PA 19311

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.

A-Turf, Inc. is a wholly owned subsidiary of Surface America, Inc.

Corporate Officers: James A. Dobmeier, President

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

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James A. Dobmeier
BIDDER

President

TITLE

Page 2 of 4

Pete Saltis - Treasure

Janis Kids -Corporate Secretary

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.

A-Turf, Inc. is a wholly owned subsidiary of Surface America, Inc. Surface America Inc. will have no involvement in the performance of this contract.

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

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

NONE

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James A. Johnson
BIDDER

President

TITLE

Page 3 of 4

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

NONE

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

NONE

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

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

Dated: 1/30/2017

Signed: James A. Dobmeier
Print Name: James A. Dobmeier
Title: President

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James A. Dobmeier
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President
TITLE

Page 4 of 4:

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

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James A. Bolner
BIDDER

President

TITLE

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

N/A

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

N/A

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

N/A

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James A. DeBreen
BIDDER

President

TITLE

Page 2 of 4

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.

N/A

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

N/A

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James A. Polanco
BIDDER

President

TITLE

Page 3 of 4

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

Dated: 1.13.17

Signed: James A. Dobmeier
Print Name: James A. Dobmeier
Title: President

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James A. Dobmeier
BIDDER

President

TITLE

Page 4 of 4:

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

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James C. Oliver
BIDDER

President

TITLE

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.

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).

1) Proposer's Legal Name: A-Turf, Inc.

2) Address of Place of Business: 505 Aero Drive, Cheektowaga NY 14225

List all other business addresses used within last five years: N/A

3) Mailing Address (if different): PO Box 157, Williamsville NY 14231

Phone : 888-777-6910

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 134510697

5) Federal I.D. Number: 20-4029013

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

7) Does this business share office space, staff, or equipment expenses with any other business?
 Yes X No If Yes, please provide details: Surface America, Inc. is a tenant in the same building. James A. Dobmeier is President of both companies. No other staff or expenses are shared.

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. A-Turf, Inc. is a wholly owned subsidiary of Surface America, Inc.

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D.B. DESTINATION AND INCLUDE DELIVERY WITHIN
James C. Johnson
BIDDER

President

TITLE

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

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James A. DeLoe
BIDDER

President

TITLE

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X 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 X; 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 X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

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

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

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

b) Please describe 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.
We will disclose to contracting agency and /or county legal counsel any issues that arises pertaining to 17 (a) (i) (ii) (iii) and will heed their recommendations to ensure that a conflict of interest would not exist.

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; 12/16/05

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James W. Dolores
BIDDER

President

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
98863-01177-179

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; A-Turf, Inc. is a wholly-owned subsidiary of Surface America, Inc.
 - iii) Name, address and position of all officers and directors of the company; See Attached
 - iv) State of incorporation (if applicable); New York
 - v) The number of employees in the firm; 11
 - vi) Annual revenue of firm; \$12 Million
 - vii) Summary of relevant accomplishments
 - viii) Copies of all state and local licenses and permits. NYS Certificate of Authority attached.
- B. Indicate number of years in business. 15 Years
- 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 Long Island University Post (LIU Post)

Contact Person Frank Casale

Address 720 Northern Blvd

City/State Brookville, NY 11548

Telephone 516-322-6065

Fax # 516-299-2137

E-Mail Address Frank.Casale@liu.edu

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James A. Dolan
BIDDER

President

TITLE

A-Turf Corporate Officers

James A. Dobmeier

President

64 Bramblewood Lane East Amherst, NY 14051

Susan M. Dobmeier

Treasurer/Corporate Secretary

64 Bramblewood Lane East Amherst, NY 14051

A-Turf Directors

Arthur B. Dodge III

Director

2081 Rice Road

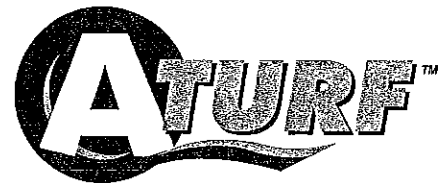
Lancaster, PA 17603

Peter N. Saitis

Director

104 Hartefeld Drive

Avondale, PA 19311



Athletic Surfacing...Synthetic Technology

RE: 17) A. vii
Nassau County Dept. Of Recreation – Mitchel Athletic Complex

Summary of Relevant Accomplishments

A-Turf, Inc. is a 100% American-owned company based in New York State, just outside of Buffalo, NY. A-Turf has operated under the same name and ownership since our inception, which is a rarity in the turf business. We have had complete stability in our management team since our inception, and our staff is long tenured, loyal, and committed. A-Turf has successfully completed over 400 full size field projects and has worked hard to build an unmatched track record of quality, post-sale service and on-time installation. Some of our company highlights include:

- A-Turf has successfully completed over 100 installations in NYS without a single failure. In addition, A-Turf fields are easily exceeding the standard 8 year warranty period under even the heaviest of use conditions.
- A-Turf has a track record of performance at all levels of play, from elementary schools to the NFL level.
- Notable A-Turf installations include LIU – Post, St. John Fisher College, St. Bonaventure University, University of Buffalo Alumni Stadium, and New Era Stadium –Home of the Buffalo Bills. It should be noted that all of these fields were completed within the stringent timeline required for each project.
- In 2014, A-Turf successfully completed the largest public high school installation in the United States for the Niagara Falls School District. The project consisted of 10 full size fields with 9 of them located behind Niagara Falls High School and the 10th at nearby LaSalle Middle School. The project was completed ahead of schedule and has been a huge success for the district, community and most importantly, the student athletes.
- This past year, A-Turf was selected to replace our first installation at Hershey Park Stadium located in Hershey, PA after 14 successful seasons. Hershey Park Stadium is one of the most heavily used and well known venues in PA as it is the location of high school State championships, the Big 33 game and major concerts, in addition to the hundreds of local high schools and colleges that use the field for football, soccer lacrosse and field hockey.

This is just a brief sampling of A-Turf's relevant accomplishments. If you would any additional information on any of the above named projects or any additional projects please contact A-Turf's Vice President of Sales at 888-777-6910.

Headquarters

A-Turf, Inc.

PO Box 157, Williamsville, NY 14231

Telephone: 888-777-6910 • Fax: 716-204-0189 • www.aturf.com

JAMES A. DOBMEIER

64 Bramblewood Lane

East Amherst, New York 14051

716-480-2570

PROFESSIONAL EXPERIENCE:

1993 - Present: President & Founder of Surface America, Inc., a national recreational surfacing business focusing on playgrounds. Created the business model, from marketing to project installation, which grew the company from zero to the industry leader in 1998. Have maintained that leadership position for over 10 years. With the close of business in 2008, realized our 15th straight profitable year in an industry in which business failures are common. Also broadened product offering to include gymnasium & fitness flooring and specialty surfacing products category.

Notable accomplishments in support of above performance:

- Recruited national sales agent network.
- Recruited national installer network.
- Opened multiple major national accounts.
- Established mixing formulas.
- Established and managed supplier relationships.
- Created and implemented national marketing program ... from product and company names to trade show and direct mail details.
- Created and implemented internal policy and procedures ... including quoting system, profit margins / pricing, warranties, etc.

Developed internal staff to the point where the day to day operations of Surface America, Inc. are run at the direction of the V.P. of Operations. In so doing, was able to focus on creating another stand alone company, **A-Turf, Inc.**, in 2002.

A-Turf, Inc. is in the business of supplying and installing synthetic athletic fields nationwide. Since 2002, I have served as the president of both companies. Similarly to Surface America, I have directed the growth of A-Turf, Inc. in all facets ... marketing, sales & installation networks, policies & procedures, etc. As of 2008, total sales between both companies were approximately \$33 million. Have been on the board of directors of parent company Ecore International, Inc. (and its predecessor Dodge Regupol, Inc.,) for over 10 years.

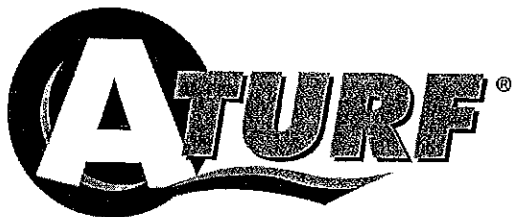
1985 - 1993: Marketing Manager ... promoted to ... Division Manager ... promoted to ... Vice President of **Sportec / Playfield International**. Directed corporate marketing for tennis, tracks, and synthetic athletic fields, and the establishment and development of the playground surfacing division of the company.

1983 - 1985: Forms Management Marketing Position, **Moore Business Forms**. Liaisoned with senior account executives in the sale and implementation of corporate buying program for major accounts in the northeastern United States.

EDUCATION

University at Buffalo, Masters in Business Administration, Finance Major, 1982

Canisius College, Bachelor of Science, Marketing Major, 1980



Synthetic Turf for Maximum Performance

SUSAN M. DOBMEIER

Business Manager

Sue has been with A-Turf since its inception in 2002. Since that time, she has managed contract administration on over 300 construction projects. Her current responsibilities include:

- Direct and coordinate the day to day financial activities of the construction company, including accounting, cash flow analysis, collections, bonding, credit, banking, taxes, and insurance.
- Provide leadership and coordinate activities of various functional units (sales, operations, project management, accounting) in order to ensure fulfillment of all contractual obligations with optimum efficiency and accuracy.
- Review official directives and correspondence to implement changes in programs, policies, and procedures related to contract fulfillment and state/local regulatory compliance.
- Oversee contract administration from start to finish on approximately 50 construction projects annually.
- Interface with attorney on contract review and all associated legal matters. Make recommendations to company president on such matters.
- Manage interactions with general and sub contractors, installers, customers, architects, management companies, attorneys, vendors, and internal staff in relationship to all business issues.
- Oversee the posting of transactions to ensure compliance to corporate accounting practices and accurate financial data.
- Supervise Business Office Coordinator and Construction Project Coordinator.

Prior Experience:

- 5 Years as Self-Employed Job Placement Consultant and Business Writer
- 13 Years as Academic Advisor, Placement Supervisor, and Instructor with Bryant & Stratton Business Institute

Education:

- B.A. Communication, Canisius College, Buffalo NY



Athletic Surfacing...Synthetic Technology

Rick Krysztof - A-Turf's Designated Project Manager

Rick will be A-Turf's designated project manager if awarded this project. Rick has been with A-Turf since 2003. Since that time, he has managed numerous projects for A-Turf, many of which included a scope of work similar to that of which will be required on this project. It is important to note that he has never managed a project that was completed later than the scheduled completion date.

Qualifications include the following:

- Thorough knowledge of synthetic turf construction.
- Possesses sound decision making and problem solving abilities.
- Responsive to people and organizational needs and concerns.
- Able to communicate affectively both verbally and in writing.
- Experienced in working with all levels from sales personnel to management.
- Graduate of the University of Buffalo.

On Site Experience includes the following:

- Review contracts (subcontractor) and receive all documentation regarding insurance and warranties.
- Oversee surveyors to ensuring all points are accurate.
- Coordinate with consultants, architects, and subcontractors.
- Ensure subcontractors perform the work in accordance with specifications and meet critical timelines.
- Ensure deficiencies are corrected and rectified immediately.

Rick Krysztof has acted as A-Turf's Project Manager on the Following Jobs:

- Clarence Central School District (Stadium and Baseball Fields), Clarence, NY
- Dobbs Ferry Union Free SD, Springhurst Elementary School, Dobbs Ferry, NY
- Edgemont School District, Edgemont, NY
- Elmira Heights Central School District (Thomas A Edison HS), Elmira Heights, NY
- Long Island University Post (LIU-Post) Brookville, NY
- Williamsville Central School District (Williamsville North HS), Williamsville NY
- Solvay Union Free SD, Solvay, NY
- Avon Central SD, Avon, NY
- Corning Painted Post School District (High School), Painted Post NY
- McDowell High School, Erie, PA
- Harbor Creek High School, Erie, PA
- Monroe Community College, Rochester, NY
- Carmel High School, Carmel, NY
- Clary Middle School, Syracuse, NY
- University at Buffalo, Buffalo, NY
- Amherst High School, Amherst, NY

- Half Moon Bay High School, Half Moon Bay, CA
- Avon High School, Avon, IN
- Forest Hills Public Schools, Grand Rapids, MI (2 fields)
- Oak Hill High School, Oak Hill, OH
- Fair Oaks Elementary School, Redwood City, CA
- Kaiser Park, New York, NY
- Frances Hamburger Sternberg Park, New York, NY
- Roy Wilkins Park, New York, NY
- Erie Veterans Memorial Stadium, Erie, PA
- All High Stadium, Buffalo, NY
- Watertown High School, Watertown, NY
- AuSable Valley High School, Clintonville, NY
- Marcellus High School, Marcellus, NY
- L'Anse Creuse High Public Schools, MI. (2 Fields)
- Caledonia-Mumford CSD, Caledonia, NY.
- Henninger High School, Syracuse, NY
- Northview High School, Grand Rapids, MI
- Sauquoit Valley CSD, Saquoit, NY
- Half Moon Bay High School, Half Moon Bay, CA (130,000 square foot Baseball)
- Grand Haven Public Schools, Grand Haven, MI (2 fields)
- Orchard Park HS, Orchard Park, NY
- General McLane HS, Edinboro, PA
- Southwestern HS, Jamestown, NY
- Brighton HS, Rochester, NY
- Potsdam HS, Potsdam, NY
- Alfred State College, Alfred, NY
- Canton State College, Canton, NY
- Canisius College, Buffalo, NY
- Niagara University, Niagara Falls, NY
- St. Joseph's Collegiate Institute, Buffalo, NY
- Perry HS, Perry, NY
- Warsaw, HS, Warsaw, NY
- Pioneer, HS, Yorkshire, NY
- Carthage HS, Carthage, NY
- North Collins HS, North Collins, NY
- Spencerport HS, Spencerport, NY
- DuBois Area HS, DuPois, PA (2 fields)
- Canisius HS, Buffalo, NY
- Buffalo State College, Buffalo, NY.
- East Grand Rapids HS, Grand Rapids, MI
- Holland Christian HS, Holland, MI.
- Skaneateles HS, Skaneateles, NY
- Hamburg HS, Hamburg, NY
- Christian Brothers Academy, Syracuse, NY (2 fields)
- Hampton Township SD, Allison, PA
- Lyons CSD, Lyons, NY
- Elmira Free Academy, Elmira, NY
- Morrisville State College, Morrisville, NY
- Massena CSD, Massena, NY
- Liverpool CSD, Liverpool, NY
- Fulton CSD, Fulton, NY
- McQuaid Jesuit, Rochester, NY

- Honeoye Falls Lima, Honeoye Falls, NY
- Webster CSD, Webster, NY (2 fields)
- Dunkirk CSD, Dunkirk, NY (on-going)
- Ball State University, Muncie, IN (on-going)
- Ralph Wilson Stadium Turf Replacement– Buffalo Bills.
- Comstock Park HS, Comstock Park, MI.
- Cortland State College, Cortland, NY.
- Cortland HS, Cortland, NY.
- Fayetteville Manlius HS, Manlius, NY.
- Catt-Little Valley, Cattaraugus, NY.
- Camden HS, Camden, NY.
- Our Lady of Mercy HS, Rochester, NY.
- John Jay HS, Cross River, NY.
- Babson College, Babson Park, MA.
- McDonough School, Owings Mills, MD.
- University of Detroit Jesuit HS, Detroit, MI.
- Bluffton HS, Bluffton, IN.
- Holland Public Schools, Holland, MI.
- Fairview HS, Fairview, PA.
- Westhill CSD, Westhill, NY
- Lansingburgh CSD, Troy, NY
- Seneca Falls CSD, Seneca Falls, NY
- Quaker Valley ASD, PA.
- Stow Munroe HS, Stow, OH
- Grandeville HS, Grandeville, MI
- Hudsonville HS, Hudsonville, MI
- Caledonia HS, Caledonia, MI
- Poughkeepsie CSD, Poughkeepsie, NY
- Yorktown CSD, Yorktown Heights, NY
- Uxbridge HS, Uxbridge, MA
- Freeland HS, Freeland, MI
- Houghton College, Houghton, NY
- Ogdensburg Free Academy, Ogdensburg, NY
- Beaver River CSD, Beaver Falls, NY
- Cicero North Syracuse CSD, Syracuse, NY
- D'Youville College, Buffalo, NY
- Niagara Falls CSD, Niagara Falls, NY (9 fields)
- Fox Lane HS, Bedford, NY
- Plattsburgh State College, Plattsburgh, NY
- Sidney CSD, Sidney, NY (3 fields)
- St. Bonaventure University, Olean, NY
- University of Buffalo – Alumni Stadium, Amherst, NY
- St. John Fisher College, Pittsford, NY
- Eastchester CSD, Eastchester, NY
- Erie McDowell HS, Erie, PA
- Purchase College, Purchase, NY

*Plus numerous additional projects.

Please note that contact information for the above mentioned projects can be found our installation list.



Dave Martin - A-Turf's Director of Operations / Project Manager

Dave has been with A-Turf since 2004. Since that time, Dave has managed numerous projects for A-Turf, many of which included a scope of work similar to that of which will be required on this project. It is important to note that Dave has never managed a project that was completed later than the scheduled completion date.

Dave has worked in the synthetic turf industry since 1999 and has been actively involved in over 350 synthetic turf field projects.

Qualifications include the following:

- Thorough knowledge of synthetic turf construction.
- Possesses sound decision making and problem solving abilities.
- Responsive to people and organizational needs and concerns.
- Able to communicate affectively both verbally and in writing.
- Experienced in working in the operations, sales and project management departments.
- Currently hold the position of Director of Operations.

On Site Experience includes the following:

- Review contracts (subcontractor) and receive all documentation regarding insurance and warranties.
- Coordinate with consultants, architects, and subcontractors.
- Ensure subcontractors perform the work in accordance with specifications and meet critical timelines.
- Ensure deficiencies are corrected and rectified immediately.
- Clear and open lines of communication with the owner and / or owner's representative.

Partial List of Projects:

- Hershey Park Stadium, Hershey, PA
- Chartiers Valley School District, Pittsburgh, PA
- Episcopal Academy, New Town Square, PA
- Friends School, Baltimore, MD
- Phoenixville Area School District (Stadium and Baseball Fields), Phoenixville PA
- Arena Club (Indoor Field), Bel Air, MD
- Pottsgrove School District, Pottsgrove, PA

- Lehigh Area School District, Lehigh, PA
- William Penn Charter School, Philadelphia, PA
- Waynesboro School District, Waynesboro, PA
- Camp Hill Borough / CHSD (Siebert Park Stadium), Camp Hill PA
- Conestoga Valley School District, Lancaster, PA
- Dallastown Area School District, Dallastown, PA
- Gettysburg School District, Gettysburg, PA
- Lanco Field House, East Petersburg, PA
- Central Columbia School District, Bloomsburg, PA
- Altoona School District, Altoona, PA
- Lake Lehman School District, Dallas, PA
- York Suburban School District, York PA
- Red Lion Area School District, Red Lion, PA
- The Hill School, Pottstown, PA
- Quaker Valley Middle School, Leetsdale, PA
- Elizabethtown College, Elizabethtown, PA
- Franklin and Marshall College, Lancaster, PA
- Albright College, Reading, PA
- Kutztown University, Kutztown PA
- Hershey High School Stadium Field, Hershey PA
- Hershey High School Multi-purpose field, Hershey PA
- West Perry High School, Ellitsburg PA
- Arrowbrook Centre, Herndon, VA
- Alvernia University, Reading PA
- Delaware State University, Dover, DE
- Kennett Consolidated School District (3 Fields), Kennett Square PA
- Neumann University, Aston, PA
- Longwood University, Lancer Park, Farmville, VA
- Shenandoah University, Winchester, VA
- University of Mary Washington, Fredericksburg, VA
- Lancaster Mennonite High School, Lancaster, PA
- Manheim central High School, Veterans Stadium, Manheim PA

Please note that complete contact information for all of the above mentioned projects could be found our installation list.



New York State Department of
Taxation and Finance

Sales Tax Registration
W A Harriman Campus
Albany NY 12227

13024062449000-A T00



A-TURF, INC.
PO BOX 157
WILLIAMSVILLE NY 14231-0157

New York State Department of Taxation and Finance

Certificate of Authority

Identification number

20-4029013

(Use this number on all returns and correspondence)



VALIDATED

2/13/2013

Dept of Tax
and Finance

A-TURF, INC.
505 AERO DRIVE
CHEEKTOWAGA NY 14225-1405

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

4050109100098

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DTF-17-A-R (9/10)

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
98863-01177-179

Company New Era Stadium (Formerly called Ralph Wilson Stadium)

Contact Person Bob Schatz, Assistant Director of Operations

Address One Bills Drive

City/State Orchard Park, NY 14127

Telephone 716-860-0998

Fax # N/A

E-Mail Address Bob.Schatz@bills.nfl.net

Company Eberlin and Eberlin

Contact Person Ronald Tetelman, President

Address 31 Sodom Road

City/State Brewster, NY 10509

Telephone 845-582-0359

Fax # 845-279-2062

E-Mail Address EBERLINPE@aol.com

Company - Tetra Tech Architects & Engineers

Contact Person - Thomas Farlow

Address - Cornell Business & Technology Park

10 Brown Road

Ithaca, NY 14850

Telephone - 607-277-7100

Fax - 607-277-1410

Email - Thomas.Farlow@tetrattech.com

Company - Campus Construction Management Group, Inc.

Contact Person - Andrew Malcolm

Address - 6225 Sheridan Drive

Suite 100

Williamsville, NY 14221

Telephone - 716-239-4884

Fax - 716-783-7571

Email - AMolcolm@campuscmg.com

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

BIDDER SIGN HERE

James A. Johnson
BIDDER

President

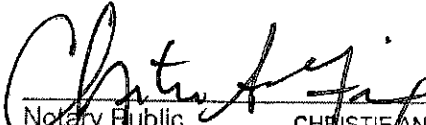
TITLE

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, James A Dobmeier, 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 13th day of January 2017


Notary Public CHRISTIEANN FIX
Notary Public, State of New York
No 01FI6278839
Qualified in Niagara County
Commission Expires 04/01/2017

Name of submitting business: A-Turf, Inc.

By: James A Dobmeier

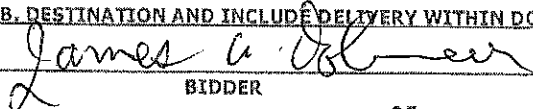
James A. Dobmeier
Print name
Signature
President

Title

1/13/17
Date

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BIDDER SIGN HERE


BIDDER

President

TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name James A. Dobmeier
Date of birth 10 / 4 / 58
Home address 64 Bramblewood Lane
City/state/zip East Amherst, NY 14051
Business address 505 Aero Drive / PO Box 157
City/state/zip Cheektowaga, NY 14225 / Williamsville, NY 14231
Telephone 716-204-0748
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 12 / 16 / 05 Treasurer _____ / _____ / _____
Chairman of Board _____ / _____ / _____ Shareholder _____ / _____ / _____
Chief Exec. Officer _____ / _____ / _____ Secretary _____ / _____ / _____
Chief Financial Officer _____ / _____ / _____ Partner _____ / _____ / _____
Vice President _____ / _____ / _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES _____ NO X 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?
YES _____ NO X 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? YES X NO _____; If Yes, provide details.
Also President of Surface America, Inc., A-Turf's parent company.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO _____ If Yes, provide details.
We routinely do projects for cities, school districts, and government entities nationwide.

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BIDDER SIGN HERE

James A. Dobmeier
BIDDER

President

TITLE

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES _____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X 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? YES _____ NO X 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? YES _____ NO X 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.) No
- a) Is there any felony charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO X 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? YES _____ NO X 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?
YES _____ NO X 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?
YES _____ NO X If Yes, provide details for each such occurrence.

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James A. Johnson
BIDDER

President

TITLE

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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such year.

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James A. Toliver
BIDDER

President

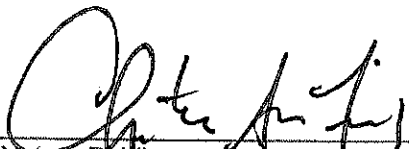
TITLE

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I, James A Dobmeier, 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 13th day of January 2017



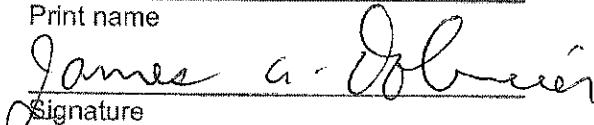
Notary Public
CHRISTIE ANN FIX
Notary Public, State of New York
No. 01FI6278839
Qualified in Niagara County
Commission Expires 04/01/2017

A-Turf, Inc.

Name of submitting business

James A Dobmeier

Print name



Signature

President

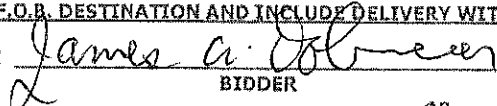
Title

1/13/17

Date

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BIDDER SIGN HERE


BIDDER

President

TITLE

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

SCOPE: It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing : **SUPPLY AND INSTALLATION OF SYNTHETIC TURF ATHLETIC FIELD**

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

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

Delivery to be made 15 Days A/R/O.

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

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

If a claim voucher is not being submitted, the following certification **MUST** appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

_____ Claimant Name	_____ Date
_____ By Signature	_____ Title

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

TOTAL CONSUMPTION: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

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James A. Dolan
BIDDER

President

TITLE

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

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

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

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

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

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

SAMPLES: Samples, when required, must be submitted strictly in accordance with instructions **otherwise the bid may not be considered.** If samples are requested subsequent to bid opening, they shall be delivered within five (5) business days of the request for the bid to be considered. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the bidder desires their return, also specifying the address to which they are to be returned, provided they have not been used or made useless by testing. Award samples may be held for comparison with deliveries. Samples will be returned at bidders' request and expense.

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

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

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

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James A. Johnson
BIDDER

President

TITLE

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

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

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

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

BIDDER SHALL STATE WARRANTY
PERIOD: _____

8 years

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

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

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

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

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

STATE PRICE PROTECTION PERIOD: 90 DAYS AFTER BID OPENING

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an

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BIDDER SIGN HERE

James A. Tolman
BIDDER

President

TITLE

entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders:
90 days.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

INSTALLATION: Bid pricing shall include installation of item(s) ordered which includes uncrating, setting in place in existing facilities as provided by the using agency and made ready for use. Installation shall be under warranty for a period of ninety (90) days for parts, labor, travel, and incidental costs, exclusive of equipment guarantee specified elsewhere herein.

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

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

Federal Exemption Number: A-109538

State Exemption Number: EX 7213062C

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

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

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

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

BIDDER SIGN HERE

James A. Blum
BIDDER

President

TITLE

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

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

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

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

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

EVALUATION:

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

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

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

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

BIDDERS WALK THROUGH: A one-time compulsory bidders conference will be held on **January 10, 2017 at 10:00 A.M. at Mitchel Athletic Complex located at 1 Charles Lindbergh Boulevard, Uniondale, NY 11553.** A one-time compulsory comprehensive walk through will be conducted immediately following bidders conference with the appropriate facility representatives. All bidders shall be required to be present at Mitchel Athletic Complex on the specified date at 10:00 A.M. A sign in sheet will be provided and become part of the bid. If any bidder's signature is omitted from the sheet his bid shall be disqualified. All bidders are required to attend the conference and complete the entire walk through.

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

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

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

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

this 13th day of January, 2017 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: A-Turf, Inc.

Address: PO Box 157


Street:

City, Town, etc: Williamsville NY 14231

Telephone: 888-777-6910 Title: _____

If applicable, responsible Corporate Officer

Name James Dobmeier Title President

Signature: James a. Dobmeier 

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

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NY STATE LABOR LAW

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

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

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

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

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

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

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

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

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

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

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

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

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SPECIFICATIONS

Work to be performed at :

Mitchel Athletic Complex
1 Charles Lindbergh Blvd.
Uniondale, NY 11553

The Square Foot Unit Price bid shall include the cost of all labor, materials, equipment, repairs, mobilizations and other necessary incidentals to complete the work in accordance with the specifications. All work and waste removal including hazardous materials and liquids removed during the normal course of construction must be done in compliance with all local, state and federal laws. All work sites and staging areas are to be returned to a safe and aesthetically acceptable condition.

ARTIFICIAL TURF

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of artificial turf work is shown in this bid package and described herein.
- B. Artificial turf work includes, but is not limited to, the following:
 - 1. A complete synthetic turf system, consisting of a vertical draining gravel blanket and nominal two and one quarter inch (2.25") long polyethylene parallel-ling slit and monofilament blended fibers, tufted through the same stitch into a primary backing with a secondary backing consisting of a minimum of 22 ounces of urethane per square yard.
 - 2. A resilient infill system, consisting of a mixture of rubber granules and silica sand.
 - 3. Tufted-in game lines and perimeter lines per drawings. Remaining required interior game markings for football soccer and lacrosse shall be permanently inlaid direction per approved shop drawings.
 - 4. Edge details.
 - 5. Maintenance manual.
 - 6. Written company warranty: 8-year warranty supported by a 3rd party insured 8-year warranty policy from an A-Rated domestic insurance carrier. Letters of credit are not permissible. Actual and current policy must be submitted for verification.
 - 7. Striping and seaming plan: Striping plan; layouts for the sports as shown on the

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drawings showing any field lines, logos, markings and boundaries.

8. Train field maintenance personnel in proper care maintenance procedures.
9. When applicable, Field Builder and County to coordinate to make sure football goal posts are adjusted to achieve ten feet (10') height above finished playing surface.
10. Removal of existing turf system will be performed by Nassau County. Field Builder must provide assurances the required schedule for this project can be met as a condition of the award.

***PLEASE NOTE THAT IT IS THE RESPONSIBILITY OF EACH TURF CONTRACTOR SUBMITTING A BID TO VISIT THE SITE AND MEASURE THE FIELD FOR THE BASIS OF THEIR RESPECTIVE BIDS AND ORDERING MATERIALS IF AWARDED THIS PROJECT.**

- C. Provide all materials, labor, equipment and services required to accomplish related work in accordance with the bid document, aerial photo and specifications.
- D. The artificial turf shall be specifically designed, manufactured and installed for the intended sports and events. Typically, sports include, but are not limited to, football, soccer, and lacrosse.
- E. Copies of independent laboratory test reports on system or components:
 1. ASTM D 792 Specific Gravity
 2. ASTM D 1335 Tuft Bind
 3. ASTM D 5034 Grab Breaking Strength
 4. ASTM D 418 Pile Height, Tuft Spacing, Face Weight and Total Weight
 5. ASTM D 2859 Flammability (Pill test)
 6. ASTM F 1551 Water Permeability
- F. Prior to Final Acceptance, the Field Builder shall submit to the County three (3) copies of their maintenance manuals. These manuals will include all necessary instructions for the proper care and maintenance of the newly installed synthetic turf system.

1.02 SUBMITTALS

---Submit the following within 72 hours of bid opening, as requested:

- A. Three (3) copies of most recent installation/reference list for all projects of similar scope to this project completed in the last three years.
- B. Three (3) copies of most recent independently audited financial statements.
- C. Three (3) copies of required 3rd party insurance policy, demonstrating that all of the requirements outlined in Section 1.04 F Quality Assurance are met. Actual policy must be submitted.

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- D. A certified list of the quality assurance requirements outlined in 1.04 including a detailed field description and contact information for the County must be submitted as required.
- E. One (1) 12" x 12" sample of proposed synthetic turf carpet and one (1) 12" x 12" boxed turf sample including infill representative of finished synthetic turf system. Also submit three (3) copies of product data and testing documents demonstrating that proposed system meets or exceeds all specified requirements.

Note: If these submittal items are requested and deemed to be insufficient, the Field Builder will not be approved.

Submit the following prior to the ordering of materials:

- A. Provide a colored striping plan detailing lines, numbers and letters. Coordinate with County or County's Representative to get final approval of all designated colors, dimensions and logo/lettering designs.
- B. Material Certificates/Product Data Sheets and Samples: Provide electronic copies for each material from material producer that will be used for this project. Each material certificate must be stamped and checked as approved by the Field Builder before submittal to the County.
- C. Provide to the County materials samples of the following: Two (2) 12" x 12" samples of synthetic turf carpet and color yarn samples, two (2) bagged samples each of rubber and sand infill material.
- D. Submittals: Prior to order of materials, the Field Builder shall submit a sample warranty, seam layout plan, striping plan and any details of construction that deviate from the plans and specifications.
- E. Submit three (3) copies of the resume of proposed Installation foreman. Installation crew must meet or exceed all requirements outlined in Section 1.04.
- F. Three (3) copies of Field Builder's recommended maintenance equipment cut sheets.

1.03 JOB CONDITIONS

- A. All job conditions required by Nassau County apply.

1.04 QUALITY ASSURANCE

- A. Provide a qualified installation foreman to coordinate and review the component parts of the artificial turf system. Submit a resume of experience for County approval prior to starting work.
- B. Rubber & Sand Filled Artificial Turf:
 - 1. Factory-trained technicians skilled in the installation of athletic-caliber infilled synthetic turf systems will undertake the placement of the turf. Special brushing equipment and techniques will be used in the installation.
 - 2. The designated installation crew shall have installed a minimum of twenty-five high quality, stadium grade rubber/sand filled synthetic turf systems of 65,000 square feet or greater in the past 5 years for the designated turf vendor. Please note that designated crew must have the experience of at least 15 installations with true cut and glued inlays in the last 3 years. All installations must have been for the designated turf vendor/field builder.
 - 3. A notarized letter from the Field Builder that the installation crew and foreman are factory certified must be submitted prior to the start of turf installation.

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C. The Field Builder shall meet the following criteria:

1. Manufacturer/Field Builder's Experience:

- a. The Turf Manufacturer and the Field Builder must be experienced in the manufacturing and installation of this type of artificial turf system and provide project references of the synthetic grass system being installed at 100 similar exterior sites in the United States over the last 5 years, a minimum of 65,000 square feet each.
- b. The Field Builder must have actively been in business – under its current name and ownership – for at least the past 8 years; and must have a minimum of 25 athletic fields still in use in the United States for a minimum of the past 8 years.
- c. The Field Builder must provide competent workmen skilled in this type of artificial turf installation. The designated Supervisory personnel on the project must be certified, in writing, by the Field Builder as competent in the installation of this material, including gluing or sewing seams and proper installation of the infill mixture. The Field Builder shall have a qualified job foreman on site to certify the installation and warranty compliance.
- d. The Field Builder must have at least 10 athletic fields being used at the high school and/or collegiate level in NYS for at least 5 seasons meeting or exceeding the minimum required turf system specifications. At least three of these systems must have been installed within 300 miles of the project site. A certified list with full contact information will be required within 72 hours of bid opening.

D. Warranty:

1. The warranty coverage shall not be prorated nor place limits on the amount of the field's usage
2. The Field Builder shall submit its written company warranty: 8-year warranty, which warrants the usability and playability of the artificial turf system for its intended uses. A 3rd party insured 8-year warranty from an A-Rated domestic insurance carrier is required in addition to the Field Builder's warranty. Letters of credit in lieu of an insurance policy are not acceptable.
3. The Field Builder's warranty must have the following characteristics:
 - a. Provide full coverage for a minimum of 8 years from the date of Substantial Completion.
 - b. Warrant materials and workmanship.
 - c. Warrant that the materials installed meet or exceed the system specifications.
 - d. Repair or replace such portions of the installed materials that are no longer serviceable to maintain a serviceable and playable surface.
 - e. Be from a single source covering workmanship and all materials.
 - f. Assure the availability of exact or substantially the same replacement materials for the artificial turf system installed for the full warranty period.
 - g. Include general wear and damage caused from UV degradation. The warranty shall specifically exclude vandalism and acts of God beyond the control of the Turf Manufacturer or Field Builder.

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- h. Cover defects in the installation and workmanship. Assure the installation was done in accordance with both the Field Builder's recommendations and any written directives of the Field Builder's on-site representative.
- i. Shall be limited to repair or replacement of the affected areas at the option of the Field Builder, and shall include all necessary materials, labor, transportation costs, etc. to complete said repairs.
- j. The Field Builder may be required, upon the request of the County, to provide a list of ten (10) clients for which they have completed after-the-sale warranty work.
- k. All designs, game markings and layouts shall conform to all currently applicable NCAA rules and regulations.
- l. All components and Field Builder's installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified, shall withstand full climatic exposure in the location of the field, be resistant to insect infestation, rot, fungus and mildew; it shall also withstand ultra-violet rays and extreme heat, it shall allow the free flow of water horizontally to perimeter areas and vertically to the gravel blanket and into the field drainage system below the surface.
- m. The adhesive bonded or sewn seams of all system components shall provide a permanent, tight, secure and hazard-free athletic playing surface. All inlaid markings (game lines, logos, etc.) shall remain in place throughout the duration of the warranty period.
- n. The installed artificial turf system's drainage capability shall allow water flow through the system (turf & infill) at a rate of not less than 10 inches +/- per hour.

PART 2 – PRODUCTS

2.01 SYNTHETIC GRASS SYSTEM

- A. Synthetic Grass
Pile Weight: 50 oz./sy
Face Yarn Type: 100% polyethylene parallel-long slit fiber (TenCate XP Blade) and monofilament (TenCate Monoslide Ultra XQ, four-ply) blended in dual yarn types and dual yarn thicknesses
Yarn Size: 12,200 (4 ends/1,800 denier per end for Mono, 5,000 denier per end for XP) Yarn Thickness: 100 microns for XP Blade, 310 microns for Monoslide Ultra XQ
Pile Height (Finished): 2.25"
Color: Field Green, Field Green / Lime Green
Construction: Broadloom tufted
Stitch Rate: 9/3"
Tufting Gauge: 1/2"
Primary Backing: TenCate XK TuffBack or equal.
Secondary Backing: 22 oz./sy urethane
Total Product Weight: 80 oz./sy (+/- 2 oz.)
Finished Roll Width: 15'
Finished Roll Length: Up to 220'
Perforation (Outdoors): 3/16" holes on staggered 4" (approximate) centers
Turf Permeability: > 20" +/- per hour

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Infill Composition: Ambiently ground SBR crumb rubber mixture and rounded or sub-angular, uniformly sized silica sand at a rate of 3lbs rubber/3lbs sand per square foot and per the rubber gradation sizing outlined in the following resilient infill specifications.

*PLEASE NOTE THAT THE TOTAL FINISHED CARPET WEIGHT MINUS INFILL SHALL BE AT LEAST 80 OUNCES PER SQUARE YARD INCLUDING A 50 OUNCE FIBER/FACE/PILE WEIGHT PER SQUARE YARD. INFILL WEIGHT **SHALL NOT BE PART OF THE TOTAL CARPET WEIGHT CALCULATIONS.** ALL TURF VENDORS SUBMITTING A BID BASED ON A PRODUCT WITH SLIGHT VARIATIONS MUST SUBMIT A DATA SHEET CLEARLY OUTLINING THESE VARIATIONS AT THE TIME OF BID. PLEASE NOTE THAT ALL SPECIFIC SYSTEMS MUST HAVE A 5 YEAR TRACK RECORD UTILIZING THE SAME EXACT FIBER AND FIBER MANUFACTURER PROPOSED AND HAVE BEEN IN PLAY IN THE NORTHEAST UNITED STATES FOR FOOTBALL, SOCCER AND LACROSSE. **THE COUNTY RESERVES THE RIGHT TO HAVE SAMPLES FROM 5 RANDOM ROLLS OF TURF CARPET DELIVERED TO THE SITE TESTED FOR FACE WEIGHT, PRIMARY BACKING WEIGHT, SECONDARY BACKING AND TUFT BIND BY AN INDEPENDENT TESTING LABORATORY PRIOR TO THE START OF TURF INSTALLTION.**

The carpet shall be delivered in 15-foot wide rolls with the four (4") inch white, football 5-yard lines tufted into each roll, when applicable. The perimeter white line shall also be tufted into the individual sideline rolls, when applicable. The rolls shall be of sufficient length to go from sideline to sideline. Head seams, between the sidelines, will not be acceptable.

As applicable, provide game markings as follows: football; hash marks, numbers, individual yard marks, and soccer, men's lacrosse, county logo and related markings shall be cut in and glued (inlaid) in accordance with Field Builder's recommendations. Sheep shearing and hot melt methods of installing lines is not acceptable for this project.

Provide permanent inlaid County Logo as follows: Standard Nassau County 4 color logo in 30' width to match existing logo currently in place.

B. Seaming Materials:

Adhesives for bonding tufted synthetic turf shall be two-component fast-set urethane adhesive obtained from a single manufacturer and be equivalent to Ultrabond Turf PU 2K as manufactured by Mapei Corporation, Deerfield Beach, FL (800) 992-6273, or one-part moisture-cured polyurethane obtained from a single manufacturer and be equivalent to 34-G as manufactured by Synthetic Surfaces, Inc., Scotch Plains, NJ (908) 233-6803, or approved equal as designated by the Field Builder.

1. Seaming Tape: Tape for securing inlaid lines and corner completions shall be high quality tape made with a minimum roll width of 12 inches.

All panel seams to be sewn with high quality cord/thread as recommended by Field Builder.

C. Resilient Infill: A resilient infill system, consisting of a specially formulated mixture of approximately 3 lbs. per square foot of rubber and 3 lbs. per square foot of sand. Engineered to provide the look, feel, footing and shock absorption of a natural grass field in ideal conditions.

1. Ambiently ground SBR Crumb Rubber. Granules shall contain minimal dust or contaminants and shall be derived from the ambient processing form of recycled tires. Color shall be substantially black and shall meet the 10 - 20, 8 - 16 or 8 - 14 mesh size designation.
 - a. The clean, uniformly sized particles shall be consistent in shape and particle size distribution.
 - b. The particles shall resist abrasion in high traffic and excessive wear applications and provide stability to artificial sports turf applications.

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- c. The particles shall be processed and sized under rigid specifications and Manufacturers' statistical and quality control assurance program.
 - d. Particles shall be structurally pure and consistently uniform in size distribution for predictable performance.
2. Sand Particulate. The sand provided as a component of the infill mixture shall be rounded or sub-angular so as to minimize abrasion to the athlete and synthetic grass fibers.
- D. Standard of Quality shall be A-Turf Titan synthetic turf system as built by A-Turf, Inc. or County approved equal.

All bidding turf vendors/field builders must clearly show that their company and proposed system meets or exceed all minimum turf specification and quality assurance specs as outlined in the project specifications. If these submittal items are requested and deemed to be insufficient, the Field Builder will not be approved and the contract will be awarded to the next lowest qualified bidder demonstrating all requirements have been met.

PART 3 – EXECUTION

3.01 SUBMITTALS

- A. Prior to ordering materials, submit a 3rd party insured warranty policy, a sample warranty, seam layout of field, striping plan and all details of construction that deviate from the plans and specifications.
- B. Synthetic Turf and Infill Materials
 - 1. After a final inspection of the existing stone base by the Field Builder and the County's Representative, the synthetic turf installation shall begin. The first roll shall begin with the longest perpendicular cross-field distance. No head seams shall be permitted in the inbound playing surface.
 - 2. The rolls of turf shall be rolled out a minimum of four hours prior to starting seaming procedures and allowed to relax/expand.
 - a. All visible wrinkles shall be stretched out before seaming.
 - b. Seams shall be flat, tight and permanent with no separation or fraying.
 - c. Synthetic turf yarn fabric that is trapped or glued between seams shall be freed from the seams by hand or other approved method to an upright position prior to the commencement of brushing and top dressing procedures.
 - d. All synthetic turf seams shall be assembled as follows: The full width rolls shall be laid out across the field. Utilizing standard state of the art adhering or sewing procedures, each roll shall be attached to the next.
 - e. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed perpendicular to the playing field. The yard lines, game markings, sidelines, etc. of all applicable sports shall be tufted into carpet by the manufacturer wherever possible.

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3. After all seaming is completed and inlaid lines, logos and lettering have been installed; the infill materials shall be spread evenly, using a drop spreader or top dresser.
 - a. Crumb rubber and sand shall be applied in a uniform rate of multiple applications until the specified infill depth is achieved.
 - b. Infill material shall be brushed between infill applications with a motorized rotary broom and pull-type groomer brush simultaneously.
 - c. A minimum infill rate of 3 lbs. of rubber and 3 lbs. of sand per square foot is required. The infill height shall be 1.75" at substantial completion.
- C. Tufted and Inlaid Lines
 1. Layout and descriptions of tufted, inlaid and/or painted lines shall be as indicated on final shop drawings.
 2. Inlaid lines and field markings shall be cut in using seaming methods recommended by the Field Builder.
- D. Synthetic Turf Perimeter Attachment:
 1. After final trimming of the turf, the turf shall be screwed, nailed or stapled to the existing pressure treated wood or concrete nailer system as per the Field Builder's recommendations.

3.03 FIELD LAYOUT

- A. Field layout shall be as shown on the record drawings. Typically, the final approved striping and seaming plan that was used to manufacture and install the field is acceptable. Any County-approved changes that took place during the installation must be marked in red and resubmitted.

3.04 CLOSEOUT

- A. The Field Builder must verify that a qualified representative has inspected the installation and that the finished field surface conforms to the Field Builder's requirements.
- B. The Field Builder shall provide a warranty to the County that covers defects in materials and workmanship of the turf for a period of 8 years from the date of Substantial Completion as described in 1.04 F. Submit three (3) copies of the warranty.
- C. The company's 8-year warranty must also be supported by a 3rd party insured 8-year warranty from an A-rated domestic insurance carrier. The value of the policy shall be \$5,000,000 for each insured warranty and \$15,000,000 annual aggregate. Only true 3rd party policies will be accepted. Companies submitting policies that are actually letters of credit or not truly a 3rd party insurance policy will not be accepted. Submit three (3) copies of the actual insurance policy.
- D. The Field Builder must submit three (3) copies of its standard maintenance manual to the County.
- E. Field Builder must train County's designated field personnel in proper grooming and care procedures. This includes training field personnel how to properly use grooming equipment as well as make minor repairs.

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

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President

TITLE

- F. Extra materials: Field Builder must leave one (1) super sac of rubber granules (2,000 lbs.) and the equivalent of 15' x 10' (all pieces combined) of each color shade of green turf with County before leaving job site. All salvageable pieces of colored turf used during the installation should be left with the County as well.

3.05 CLEAN UP

- A. Field Builder shall provide the labor, supplies and equipment as necessary for final cleaning of surface and installed items.
- B. All usable remnants of new material shall be neatly rolled up and turned over to the County at a place and area designated by the County.
- C. During the contract and at intervals as directed by Nassau County and as synthetic turf installation is completed, clear the site of all extraneous materials, rubbish, or debris and leave the site in a clean, safe, well-draining, neat condition.
- D. Surface, recesses, enclosures, etc. shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the County.

3.06 G-MAX TESTING

- A. At substantial completion, the Field Builder, as specified, will hire an independent testing laboratory to perform a G-max test (ASTM 355, 1936 method) to verify that the shock attenuation properties of the field meet the requirements set forth in this specification. Submit three (3) copies of the G-max test to the County.
- B. At the time of substantial completion, the system's shock attenuation shall have an average G-max value less than 125 at substantial completion, based on ASTM-F355A. At no time shall the average G-max value exceed 165 during the warranty period. The County reserves the right to have the field tested for shock attenuation at its own cost at any time it deems necessary. If at any time the G-max ranges reach unacceptable levels, it is the responsibility of the Field Builder to bring the field back into the required ranges at no cost to the County, provided the County has maintained the field in accordance with the Field Builder's maintenance guidelines and training.

As a condition of this Formal Sealed Bid, delivery and installation of synthetic turf system components must be completed by March 17, 2017.

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BIDDER

President

TITLE

Pricing

<u>Item</u>	<u>Description</u>	<u>Estimated Area</u>	<u>Unit Price</u>
1	Supply and Installation of Synthetic Turf Athletic Field As per specifications	<u>85,500 Sq. Ft</u>	\$ <u>3.95</u> /Sq. Ft.

State Manufacturer of the Turf Field: A-Turf Titan -RS 50

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BIDDER

President

TITLE



FORMAL BID RECOMMENDATION

BID NUMBER : 98863-01177-179

OPEN : January 17, 2017

TITLE: SUPPLY AND INSTALLATION OF SYNTHETIC TURF ATHLETIC FIELD

DATE: January 20, 2017

TO: BUYER – Mary Hoeflinger

FROM: ADMINISTRATION

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

		Bid Results
		Bidder
<p>Date: January 20, 2017 To: Supervisor From: Buyer: Mary Hoeflinger</p> <p>List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.</p> <p><i>Mary Hoeflinger</i> Buyer</p>	Items	
	1	Recommend an award be given to A-Turf, Inc. as the lowest responsible bidder meeting specifications and terms.
<p>Date: _____</p> <p>To: Director From: Supervisor</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p>Concur Disagree (See Reverse)</p>		
<p>Date: <u>1/20/17</u></p> <p>To: Buyer <input checked="" type="checkbox"/> From: Director</p> <p>Approved for Award</p> <p><input type="checkbox"/> Hold award pending discussion</p> <p><input checked="" type="checkbox"/> Subject to Legislature Approval</p> <p><i>[Signature]</i> Director</p>		

CLERK ITEM # - **-17**

ADMINISTRATIVE PROCESSING OF LEGISLATION
for CONTRACTS and AUTHORIZING RESOLUTIONS

TYPE of Item: Purchase Order

VENDOR Full Name: A-Turf, Inc.

Item DESCRIPTION: A-03 -2017

Furnish + install synthetic turf for athletic field

ATTORNEY RESPONSIBLE FOR ITEM: Jaclyn Delle

*** **SPECIAL INSTRUCTIONS OR COMMENTS** * to be completed by Attorney

* as needed to confirm for specific filing by/date, urgent/rush, for immediate review by/name, etc.

Time sensitive - please file a.s.a.p.

original copy this page attached + highlighted to packet -> Leg Affairs

Item entered into Excel Tracking: _____

Item brought to Legislative Affairs on: _____ / _____ / 2017

Received by: X

(print name): _____