



County

Nassau

## Office of Purchasing

## Staff Summary A-27-2017

Subject: Ready Mix Concrete & Cement Mixer Rentals (S/B # 75070-12105-203 v2, BPNC15000234)
Department: Office of Purchasing
Department Head Name: Eric Naughton
Department Head Signature 

Date: May 4, 2017
Vendor Name: Elm Transit Mix Corp.
Contract Number A-27-2017
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	5/22/17	Counsel to C.E.
	Budget	5/19/17	County Atty.
5/19/17	Deputy C.E.		County Exec.

## Narrative

**Purpose:** To notify the Rules Committee that the funding for Blanket Purchase Order BPNC15000234 for Ready Mix Concrete & Cement Mixer Rentals for various Nassau County agencies has reached a level that requires oversight by said committee.

**Discussion:** This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where one (1) vendor viewed the bid. Minority Affairs was given a copy of the bid. One (1) bid was received.

**Impact on Funding:** Estimated annual usage will exceed One Hundred Thousand Dollars (\$100,000.00) from general operating or capital funds.

**Recommendation:** Office of Purchasing recommends approving the oversight of funding for this Blanket Purchase Order with Elm Transit Mix Corp. as the lowest responsible bidder meeting specifications.

APPROVED:

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RECEIVED  
CLERK OF THE LEGISLATURE  
NASSAU COUNTY

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-27-2017**

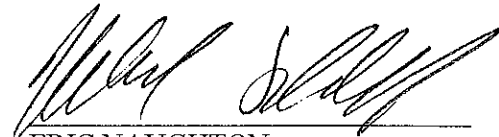
**FROM:** MICHAEL SCHLENOFF ACTING DIRECTOR OFFICE OF PURCHASING

**DATE:** MAY 06, 2017

**SUBJECT:** RESOLUTION–VARIOUS NASSAU COUNTY AGENCIES

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO APPROVE OVERSIGHT FOR A BLANKET PURCHASE ORDER IN THE ESTIMATED AMOUNT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES TO ELM TRANSIT MIX CORP. MEETING SPECIFICATIONS FOR READY MIX CONCRETE & CEMENT MIXER RENTALS.

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  
DCE SHARED SERVICES



MS: br

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



A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES AND ELM TRANSIT MIX CORP.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #75070-12105-203 v2 for Ready Mix Concrete & Cement Mixer Rentals for Various Nassau County Agencies as more particularly described in the bid document; and

WHEREAS, the Director of Purchasing is representing to the Rules Committee that the firm, ELM TRANSIT MIX CORP. 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; and

WHEREAS, the Director is representing to the Rules Committee that the firm ELM TRANSIT MIX CORP. has reached a level of spending requiring oversight by the Rules Committee 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 approve oversight of funding under a Blanket Purchase Order with ELM TRANSIT MIX CORP.



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.

Vendor: Elm Transit Mix Corp

Dated: 3/24/17

Signed: [Signature]

Print Name: Sandy Nicolia

Title: President

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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.

None

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

None

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

None

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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.

NONE

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

NONE

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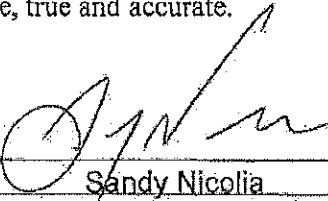
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Page 3 of 4

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.

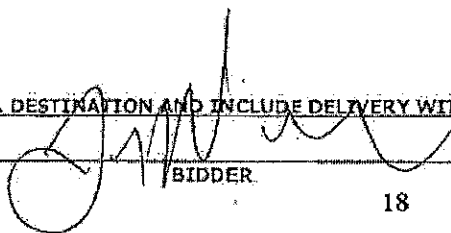
Dated: 3/24/17

Signed:   
Print Name: Sandy Nicolia

Title: President

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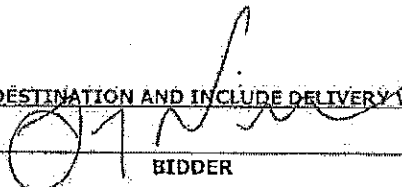
Page 4 of 4:

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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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 Sandy Nicolia  
Date of birth 10 / 12 / 1960  
Home address 30 St Andrews Ct  
City/state/zip Old Westbury, NY 11590  
Business address 482 Grand Blvd  
City/state/zip Westbury, NY 11590  
Telephone 516-333-6144  
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 8/1/10 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 X NO \_\_\_\_\_ If Yes, provide details. 100% equity interest

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. *\* Attached*

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.  
Century Building Materials, LLC - Oct 2013 & Sept 2014 - Town of Huntington

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**Sandy Nicolia Interest in Other Entities**

<b><u>Company Name</u></b>	<b><u>Federal EIN</u></b>	<b><u>% Ownership</u></b>
Century Building Materials LLC	11-3364549	8%
Apple Ready Mix LLC	52-2389712	95%
SHN Holdings LLC	11-3375310	5%
Hardscape Building Supply LLC	27-4831611	20%
S. Nicolia & Sons Realty Corp	11-2170799	20%
State Material Mason Supply Inc.	11-2540839	20%
Hewlynn Building Supply LLC	26-2141182	20%
Nicolia Brothers Corp.	11-3119845	20%
Hastings Pavement Co., LLC	11-3535344	20%
Nicolia Concrete Products Inc.	11-3064158	20%
Nicolia Industries Inc.	11-3308897	20%

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.)

- 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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FORMAL SEALED BID PROPOSAL

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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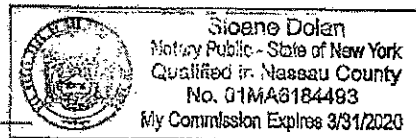
**CERTIFICATION**

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, Sandy Nicolia, 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 24 day of March 2017

Sioane Dolan  
Notary Public



Elm Transit Mix Corp  
Name of submitting business

Sandy Nicolia  
Print name

[Signature]  
Signature

President  
Title

3/24/17  
Date

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[Signature]  
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President

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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". No blanks.**

Date: 03/23/2017

1) Proposer's Legal Name: Elm Transit Mix Corp

2) Address of Place of Business: 482 Grand Blvd. Westbury, NY 11590

List all other business addresses used within last five years:

3) Mailing Address (if different): none

Phone : 516-333-6144

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 065951758

5) Federal I.D. Number: 11-1953250

6) The proposer is a (check one); ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other  
(Describe) \_\_\_\_\_

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

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

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- 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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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.

No conflict exists - All current and future employees are screened upon employment

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; 1/5/1960

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OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Sandy Nicola
- iii) Name, address and position of all officers and directors of the company; Sandy Nicola
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 44 employees
- vi) Annual revenue of firm; 12 million
- vii) Summary of relevant accomplishments see attached
- viii) Copies of all state and local licenses and permits. see attached.

B. Indicate number of years in business. over 55 years

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. Elm has been in business for over 55 years. Mr. Sandy Nicola President for over 25 years. (see attached)
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Town of Babylon

Contact Person Debbie A/P

Address 200 E. Sunrise Hwy

City/State Lindenhurst, NY 11757

Telephone 631-957-3000

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

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

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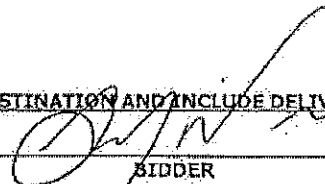
FORMAL SEALED BID PROPOSAL

Company Town of Brookhaven  
Contact Person Cassy Caputo  
Address One Independence Hill  
City/State Farmingdale, NY 11738  
Telephone 631-451-6252  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

Company Town of North Hempstead DPW  
Contact Person Lisa Grimm  
Address 285 Denton Avenue  
City/State New Hyde Park NY 11040  
Telephone (516) 739-6710  
Fax # \_\_\_\_\_  
E-Mail Address GrimmL@northhempsteadny.gov

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CERTIFICATION

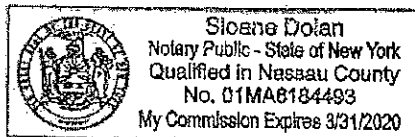
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Sandy Nicolia, 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 24 day of March

2017

Nicole Daler  
Notary Public



Name of submitting business: Elm Transit Mix Corp

By: Sandy Nicolia  
Print name

[Signature]  
Signature

President  
Title

3/24/17  
Date

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

BIDDER SIGN HERE

[Signature]  
BIDDER

President  
TITLE

Formed Sealed Bid Proposal –Office of Purchasing  
County of Nassau

Elm Transit Mix  
482 Grand Blvd  
Westbury, NY 11590

Page 23 Part A

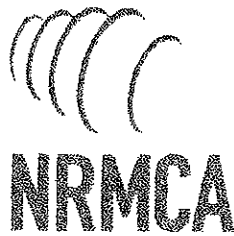
vii) Summary of relevant accomplishments

1. Supplied concrete to Posillico Civil for the following projects
  - NCDPW-various road
  - National Grid
2. Supplied concrete to J&A Concrete for the following projects
  - Stonybrook Mart & Bed Towers (over \$3 million in concrete)
  - Adelphi University (over \$400,000 in concrete)
  - Knapp Cardiac Center
3. Supplied concrete to Ruttura Construction for the following projects:
  - NYS Police Headquarters
  - Babylon Animal Shelter
  - Long Beach School
  - Huntington Hospital
  - Nassau Coliseum
4. Supplied concrete to Residential Fence/Laser for various town work for Town of Brookhaven and Town of Babylon
5. Supplied concrete to J. Anthony for Police Academy
6. Supplied concrete to Grace Industries for Bay Park Sewer Treatment Plant.

Part C:

Elm Transit Mix has been servicing the Long Island and Queens, NY area since 1959. Our customer base varies from New York State, Nassau and Suffolk Counties, local municipalities to commercial and residential customers. Jobs supplied by Elm Transit Mix range from residential to the eight level 240,000 sq ft Medicine and Research Translation(MART) building and 225,000 sq ft new Bed Tower at Stonybrook University. Specialized concrete products are also available for any project. Elm Transit Mix offers highly experienced Sales and Quality Control personnel who are trained to work hand-in-hand with our customers to insure our customers Ready-Mix needs are met. The majority of our fleet of Ready-Mix trucks are front loaders to enable easy access for those hard to reach areas.

# National Ready Mixed Concrete Association



## Certificate of Conformance For Concrete Production Facilities

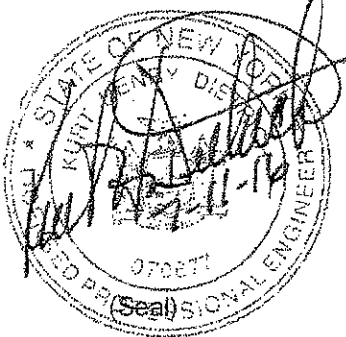
THIS IS TO CERTIFY THAT

*Westbury Plant No. 1 (Dry), Westbury, NY*

*Elm Transit Mix Corp.*

has been inspected by the undersigned licensed professional engineer for conformance with the requirements of the *Check List for Ready Mixed Concrete Production Facilities*. As of the inspection date, the facilities met the requirements for production by

*Truck Mixing with Automatic Batching and Recordings of  
Cementitious Materials, Aggregate, Water, and Chemical Admixtures*



Signature of Licensed Professional Engineer

*June 23, 2016*

Inspection Date

*June 23, 2018*

Certification Expiration Date

This company will maintain these facilities in compliance with the *Check List* requirements and will correct promptly any deficiencies which develop.

Signature of Company Official

Title of Company Official

**NOTICE:** The Check List indicates only that plant facilities are satisfactory for the production of concrete when properly operated. Conformance of the concrete itself with specification requirements must be verified by usual inspection methods in accordance with sales agreements.

This certificate is issued by the National Ready Mixed Concrete Association on verification that the production facility conforms to the requirements of the NRMCA Certification of Ready Mixed Concrete Production Facilities, QC3. Unauthorized reproduction or misuse of this certificate may result in legal action.

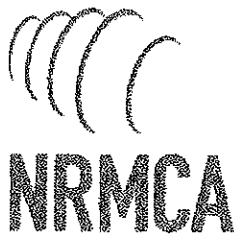
Plant ID #: 840817

Certification ID #: 19791

© 1965, 1992, 2001, 2002, 2006, 2007, 2012

National Ready Mixed Concrete Association 900 Spring Street • Silver Spring • Maryland 20910

# National Ready Mixed Concrete Association



## Certificate of Conformance For Concrete Production Facilities

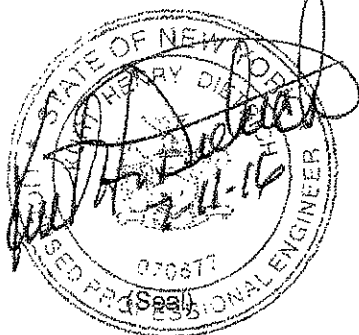
THIS IS TO CERTIFY THAT

*Westbury Plant No. 2 (Wet), Westbury, NY*

*Elm Transit Mix Corp.*

has been inspected by the undersigned licensed professional engineer for conformance with the requirements of the *Check List for Ready Mixed Concrete Production Facilities*. As of the inspection date, the facilities met the requirements for production by

*Central Mixing with Automatic Batching and Recordings of  
Cementitious Materials, Aggregate, Water, and Chemical Admixtures*



\_\_\_\_\_  
Signature of Licensed Professional Engineer

June 23, 2016

Inspection Date

June 23, 2018

Certification Expiration Date

This company will maintain these facilities in compliance with the *Check List* requirements and will correct promptly any deficiencies which develop.

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Title of Company Official

**NOTICE:** The Check List indicates only that plant facilities are satisfactory for the production of concrete when properly operated. Conformance of the concrete itself with specification requirements must be verified by usual inspection methods in accordance with sales agreements.

This certificate is issued by the National Ready Mixed Concrete Association on verification that the production facility conforms to the requirements of the NRMCA Certification of Ready Mixed Concrete Production Facilities, QC3. Unauthorized reproduction or misuse of this certificate may result in legal action.

Plant ID #: 840818

Certification ID #: 20122

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Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: Elm Transit Mix Corp  
Address: 482 Grand Blvd  
City, State and Zip Code: Westbury, NY 11590
2. Entity's Vendor Identification Number: \_\_\_\_\_
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp \_\_\_\_\_ Other (specify)

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

Sandy Nicolia - 482 Grand Blvd, Westbury, NY - President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

Sandy H. Nicolia  
\_\_\_\_\_  
\_\_\_\_\_

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

BIDDER SIGN HERE

BIDDER

President

TITLE

Page 2 of 4

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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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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: 5/24/17

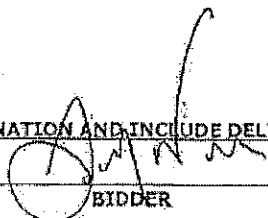
Signed: 

Print Name: Sandy Nicolia

Title: President

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BIDDER SIGN HERE



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.


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 75070-12105-203 V2
	<b>COUNTY OF NASSAU</b>  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		Dated: 11/25/2015
			BID OPENING DATE 12/10/2015 11:00 A.M. E.S.T.
BUYER Mary Hoeflinger	TELEPHONE (516) 571-5820	REQUISITION NUMBER N/A	

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE : Ready Mix Concrete and Cement Mixer Rentals

- 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:  
Various Nassau County Agencies

GUARANTEED DELIVERY DATE  
48 hours DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER  
11-1953250

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER <u>Elm Transit Mix Corp.</u>			
ADDRESS <u>482 Grand Blvd</u>			
CITY <u>Westbury</u>	STATE <u>NY</u>	ZIP CODE <u>11590</u>	TELEPHONE <u>516-333-6144</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>Sandy Nicola</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>Sandy Nicola President.</u>	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES 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 (Fet-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.

BPNC15000234

12/18/15

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
  - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
  - (d) To pay for 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 his to be made, and of the County of Nassau and the State of New York.
  - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
  - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
  - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
  - (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 221S 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: Elm Transit Mix Corp.

Address: 482 Grand Blvd Westbury NY 11590

Telephone No: 516-333-6144

Fax No: 516-333-6285

1. State Whether: A Corporation XXX  
Individual \_\_\_\_\_  
Partnership \_\_\_\_\_

## GUIDELINES FOR DISCLOSURE

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

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

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.

\*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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

BIDDER SIGN HERE

*Samuel M. M. M.*  
BIDDER

President

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: Elm Transit Mix Corp

ADDRESS: 482 Grand Blvd Westbury NY 11590

1. STATE WHETHER: CORPORATION ☒ INDIVIDUAL ☐ PARTNERSHIP ☐

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)  
PRESIDENT Sandy Nicolita 482 Grand Blvd Westbury NY 11590  
VICE PRESIDENT \_\_\_\_\_

SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? NO  
IF SO WHEN? \_\_\_\_\_

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

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? \_\_\_\_\_

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
<u>Sandy Nicolita</u>	<u>President</u>	<u>50</u>	<u>all phases</u>	<u>owner</u>

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

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

BIDDER SIGN HERE

Sandy Nicolita  
BIDDER  
Sandy Nicolita

President  
TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
75070-12105-203 V2

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

Sandy Nicola President

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:

Town of Babylon

ADDRESS:

200 E. Sunrise Hwy  
Lindenhurst NY 11757

TELEPHONE: 631-957-3400 CONTACT PERSON

CONTRACT DATE:

02/11/10 on going

2. REFERENCE'S NAME:

Town of Brookhaven

ADDRESS:

One Independence Hill  
Farmingville NY 11738

TELEPHONE: 631-451-6252 CONTACT PERSON

CONTRACT DATE:

1/6/10 on going

3. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: CONTACT PERSON

CONTRACT DATE:

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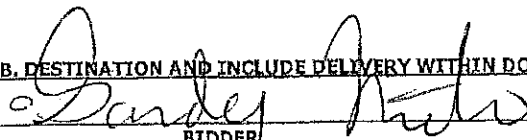
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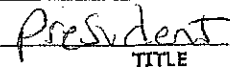
USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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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Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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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**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.

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

**SCOPE:** It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: **Ready Mix Concrete and Cement Mixer Rentals**

**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.

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

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

**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** \_\_\_\_\_ **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.

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

NO PARTIAL PAYMENTS WILL BE PAID.

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

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

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, DIRECT PURCHASE 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.

Elm Transit Mix Corp  
CLAIMANT NAME

DATE

Sandy Nicola  
BY (SIGNATURE)

President  
TITLE

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

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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.

**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.

**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.

**PARTICIPATION BY POLITICAL SUBDIVISIONS:** The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

**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 therefrom shall not be construed as qualification of the specifications of this bid or relief therefrom, except as specifically stated in the Purchase or Blanket Order.

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

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

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

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

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.

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**FIRM PRICES:** Prices will be firm for a period of \_\_\_\_\_ from the Issuance of the Blanket Order and no changes will be allowed. If prices are increased or decreased by the manufacturer after \_\_\_\_\_ days, the vendor may apply to the Director of Purchasing for permission to increase his prices. The request will be considered only if accompanied by documentary evidence of the necessity for increased prices. If the Director of Purchasing accepts the request, the Blanket Order will be amended accordingly.

However, if the Director of Purchasing does not consider the new prices as fair and reasonable in the County's Interest, the Blanket Order may be cancelled after 30 days written notice, and vendor agrees to fill all outstanding orders placed prior to cancellation. When prices to the trade are decreased, the prices of applicable items in the Blanket Order shall be decreased accordingly. It shall be incumbent on the vendor to notify the Director of Purchasing of such decreases immediately after it becomes effective.

**APPROXIMATE QUANTITIES:** The estimated usage quantities or estimated annual dollar value, when indicated, are merely estimated quantities based on experience and are given for information purposes only. The County will not be compelled to order the total estimated amount of any item; but the quantity to be ordered will be such as may be actually required by the respective County Department s during the period specified. Additional quantities of any items or quantity specified therein may be ordered during the period of the Blanket Order at the prices indicated.

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

**DISCLAIMER**

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

**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.

**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.

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

**BIDDER SIGN HERE**

*Sandy Nicolae*  
\_\_\_\_\_  
BIDDER  
Sandy Nicolae

*President*  
\_\_\_\_\_  
TITLE

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 \_\_\_\_\_ day of 12/8/2015, 20\_\_\_\_ as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Elm Transit Mix Corp

Address: 482 Grand Blvd


Street: Westbury NY 11590

City, Town, etc: \_\_\_\_\_

Telephone: 516 333-6144 Title: president

If applicable, responsible Corporate Officer

Name Sandy Nicola Title president

Signature: Sandy Nicola 

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

GENERAL CONDITIONS:

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

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Sandy Nicola  
Sandy Nicola

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OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
75070-12105-203 V2

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

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

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

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

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

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

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

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

**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.

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COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
75070-12105-203 V2

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

Federal Exemption Number: A-109538

State Exemption Number: EX 7213062C

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

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

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

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

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

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

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

**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.

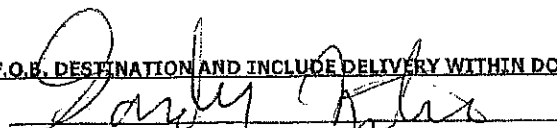
**EVALUATION:**

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.

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

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

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Sandy Nicola  
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36

  
president  
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COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
75070-12105-203 V2

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

**Ordinance # 72-2014**

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.

Further details about the registration process may be found at

**<https://eproc.nassaucountyny.gov/SupplierRegister>**

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

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

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

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

A) Certificate of Insurance name the County of Nassau as co-insured: \_\_\_\_\_

Or

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

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

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

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

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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.

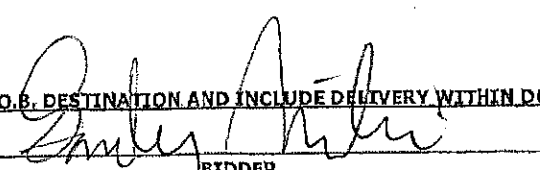
iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

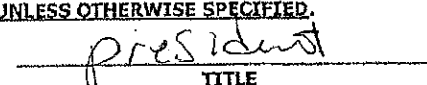
iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

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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Sandy Nicoloz<sup>38</sup>

  
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**READY MIX CONCRETE SPECIFICATIONS**

All items bid must meet or exceed the specifications for materials, mixing, inspection, and testing found in Part Three, General Specifications, of the County of Nassau Department of Public Works, Standard Specifications and Detail Sheets for Civil Engineering and Site Development Construction (Volume 1 – 2009 edition)

If a vendor would like to review or purchase these General Specifications, they are available for at the DPW offices located at 1194 Prospect Avenue, Westbury, NY 11590, phone: (516) 571-9600.

The specifications for the mix design for the various classes shall be as follows:

Class A: The mix design shall be 1-1 ½ - 3 approximately 7.4 bags of cement per cubic yard with a PSI of 3200. That is one (1) part cement to one and one half (1 ½) parts sand to three (3) Parts stone (measured by volume).

Class 2A: The mix design shall be the same as Class A (air entrained).

Class B: The mix design shall be 1-2-4 approximately 6 bags of cement per cubic yard with a PSI of 2500. That is one (1) part cement to two (2) parts sand to four (4) parts stone gravel (measured by volume).

All material must be NY State approved source NYS/Nassau DPW.

**It is understood that the mix design can vary slightly depending on the agency, as long as its compressive strength meets the minimum PSI rating for that class.**

THE APPROXIMATE ANNUAL USAGE FOR ALL ITEMS IS \$80,000.00

FURNISH & DELIVER ALL ITEMS AS REQUESTED BY USING AGENCY

**ITEMS 1-6 ARE FOR READY MIX CONCRETE, CLASS A**

Item #	UNIT	Description	Unit Price
1	CU. YD	6 & OVER CU. YDS	\$ <u>99.55</u>
2	CU. YD	5 CU. YDS	\$ <u>99.55</u>
3	CU. YD	4 CU. YDS	\$ <u>99.55</u>
4	CU. YD	3 CU. YDS	\$ <u>99.55</u>
5	CU. YD	2 CU. YDS	\$ <u>99.55</u>
6	CU. YD	1 ONLY CU. YDS	\$ <u>99.55</u>

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*Sandy Nicola*  
Sandy Nicola<sup>39</sup>

*President*  
President

ITEMS 7-12 ARE FOR READY MIX CONCRETE, CLASS 2A

Item #	UNIT	Description	Unit Price
7	CU. YD	6 & OVER CU. YDS	\$ <u>99.55</u>
8	CU. YD	5 CU. YDS	\$ <u>99.55</u>
9	CU. YD	4 CU. YDS	\$ <u>99.55</u>
10	CU. YD	3 CU. YDS	\$ <u>99.55</u>
11	CU. YD	2 CU. YDS	\$ <u>99.55</u>
12	CU. YD	1 ONLY CU. YDS	\$ <u>99.55</u>

ITEMS 13-18 ARE FOR READY MIX CONCRETE CLASS B

Item #	UNIT	Description	Unit Price
13	CU. YD	6 & OVER CU. YDS	\$ <u>98.45</u>
14	CU. YD	5 CU. YDS	\$ <u>98.45</u>
15	CU. YD	4 CU. YDS	\$ <u>98.45</u>
16	CU. YD	3 CU. YDS	\$ <u>98.45</u>
17	CU. YD	2 CU. YDS	\$ <u>98.45</u>
18	CU. YD	1 ONLY CU. YDS	\$ <u>98.45</u>
19	CU. YD	WINTER MIX SURCHARGE FOR CONCRETE POURED IN TEMPERATURE 40 DEGREES AND BELOW	\$ <u>no charge</u>

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CEMENT MIXER RENTAL SPECIFICATIONS

This blanket purchase order is for the rental of **mobile mixers with operator**. All items will be operated by **properly licensed drivers**. All rental equipment must be model year 2007 or newer. All rental equipment must be registered, insured, and have a valid NYS inspection certificate. Vendor shall be responsible for all maintenance & repairs of rental equipment. Nassau County will be responsible for replacing any fuel used during rental period.

All mobile mixers must be certified and approved for all Nassau County specified mixes.

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Sandy Nicolson

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TITLE



All equipment being provided shall be of the proper size and type for handling the capacities specified.

All mobile mixers must have two compartment cementitious; one compartment cement and one compartment pozzolan (for fly ash or slag for filler).

THE APPROXIMATE ANNUAL USAGE FOR ALL ITEMS IS \$10,000.

Item #	UNIT	Description	Unit Price
20	HOUR	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 6 CUBIC YARDS OR GREATER	\$ <u>N/A</u>
21	½ DAY (4 HOURS)	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 6 CUBIC YARDS OR GREATER	\$ <u>N/A</u>
22	DAY (8 HOURS)	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 6 CUBIC YARDS OR GREATER	\$ <u>N/A</u>
23	WEEKLY	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 6 CUBIC YARDS OR GREATER	\$ <u>N/A</u>
24	MONTHLY (28 DAYS)	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 6 CUBIC YARDS OR GREATER	\$ <u>N/A</u>
25	HOUR	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 6 CUBIC YARDS OR GREATER	\$ <u>N/A</u>
26	½ DAY (4 HOURS)	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 1 - 5 CUBIC YARDS	\$ <u>N/A</u>
27	DAY (8 HOURS)	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 1 - 5 CUBIC YARDS	\$ <u>N/A</u>
28	WEEKLY	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 1 - 5 CUBIC YARDS	\$ <u>N/A</u>
29	MONTHLY (28 DAYS)	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 1 - 5	

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Sandy Nicolia 41

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COUNTY OF NASSAU STATE OF NEW YORK

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		CUBIC YARDS	\$ <u>N/A</u>
30	HOUR	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 1 - 5	\$ <u>N/A</u>
31	½ DAY (4 HOURS)	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 1 - 5	\$ <u>N/A</u>
32	DAY (8 HOURS)	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 1 - 5	\$ <u>N/A</u>
33	WEEKLY	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 1 - 5	\$ <u>N/A</u>
34	MONTHLY (28 DAYS)	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 1 - 5	\$ <u>N/A</u>
35	HOUR	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 6 - 10	\$ <u>N/A</u>
36	½ DAY (4 HOURS)	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 6 - 10	\$ <u>N/A</u>
37	DAY (8 HOURS)	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 6 - 10	\$ <u>N/A</u>
38	WEEKLY	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 6 - 10	\$ <u>N/A</u>
39	MONTHLY (28 DAYS)	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 6 - 10	\$ <u>N/A</u>

Please list the year, make and model for all equipment being provided under items 20 - 39 :

ITEM	YEAR	MAKE	MODEL
20-24	<u>N/A</u>		
25-29			
30-34			
35-39			

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TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
75070-12105-203 V2

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

BIDDER SIGN HERE

*Sandy Nicola*  
BIDDER  
Sandy Nicola 43

*President*  
TITLE

Edward P. Mangano  
COUNTY EXECUTIVE



Frank Intagliata  
Commissioner of Shared  
Services

**OFFICE OF PURCHASING**

1 West Street  
Mineola, NY 11501  
(516) 571-7720  
Fax (516) 571-4263

**AMENDMENT NO. 1**

**FORMAL SEALED BID NO. 75070-12105-203**

**FOR: Ready Mix Concrete and Cement Mixer Rentals**

**ISSUED: November 25, 2015**

**OPENING: December 10, 2015**

**TO ALL BIDDERS:**

- 1) Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:
  - A) Formal Sealed Bid No. 75070-12105-203 bid has been replaced with 75070-12105-203 V2
  - B) All bidders must submit Version 2
- 2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.
- 3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

**OFFICE OF PURCHASING**

Frank Intagliata  
Commissioner of Shared Services

A handwritten signature in black ink, appearing to read "Frank Intagliata", is written over a horizontal line.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2017

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

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

<b>PRODUCER</b> UNFCU Financial Svcs LLC d/b/a Industrial Coverage 62 South Ocean Avenue Patchogue NY 11772		<b>CONTACT NAME:</b> Lori Rasmuson (10950) <b>PHONE (A/C, No, Ext):</b> (631) 736-7500 <b>FAX (A/C, No):</b> (631) 736-7619 <b>E-MAIL ADDRESS:</b> lrasmuson@industrialcoverage.com	
<b>INSURED</b> Elm Transit Mix Corp. 612 MUNCY AVENUE LINDENHURST NY 11757		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: National Fire Insurance Company of INSURER B: Continental Casualty Co. INSURER C: InSmart National Inc. INSURER D: James River Ins. Co. INSURER E: INSURER F:	
		<b>NAIC #</b> 20478 20443 12203	

**COVERAGES**

CERTIFICATE NUMBER Master 17

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		5084614641	2/15/2017	2/15/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY	X		5095043480	2/15/2017	2/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SYMBOL 10						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		0699003099986	2/15/2017	2/15/2018	EACH OCCURRENCE \$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 25,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N <input type="checkbox"/> N/A
D	EXCESS LIABILITY			000555394	6/1/2016	6/1/2017	EACH OCCURRENCE 2,000,000 AGGREGATE 2,000,000

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

County of Nassau are included as additional insured for General Liability, Auto & Umbrella if required by written contract in accordance with the terms and conditions of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

County of Nassau  
Office of Purchasing  
1 West Street North Entrance  
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

M Romeo Sr. (10941) / A

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OFFICE OF PURCHASING																						DETAILS OF	
SUMMARY OF BIDS																						AWARD	
OPENED DECEMBER 10																							
BID NO: 75070-12105-203																							
REQ. NO: N/A																							
TITLE: READY MIX CONCRETE & CEMENT MIXER																							
RENTALS																							
ITEM #	ARTICLE	QTY	UNIT	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	TO NO.	AMOUNT	
1	CLASS A 6 & OVER CU. YDS	CU YD	\$	99.55																	1	99.55	
2	5 CU. YDS	CU YD	\$	99.55																	1	99.55	
3	4 CU. YDS	CU YD	\$	99.55																	1	99.55	
4	3 CU. YDS	CU YD	\$	99.55																	1	99.55	
5	2 CU. YDS	CU YD	\$	99.55																	1	99.55	
6	1 ONLY CU. YD.	CU YD	\$	99.55																	1	99.55	
7	CLASS 2A 6 & OVER CU. YDS	CU YD	\$	99.55																	1	99.55	
8	5 CU. YDS	CU YD	\$	99.55																	1	99.55	
9	4 CU. YDS	CU YD	\$	99.55																	1	99.55	
10	3 CU. YDS	CU YD	\$	99.55																	1	99.55	
11	2 CU. YDS	CU YD	\$	99.55																	1	99.55	
12	1 ONLY CU. YD.	CU YD	\$	99.55																	1	99.55	
13	CLASS B 6 & OVER CU. YDS	CU YD	\$	98.45																	1	98.45	
14	5 CU. YDS	CU YD	\$	98.45																	1	98.45	
15	4 CU. YDS	CU YD	\$	98.45																	1	98.45	
16	3 CU. YDS	CU YD	\$	98.45																	1	98.45	
17	2 CU. YDS	CU YD	\$	98.45																	1	98.45	
18	1 ONLY CU. YD.	CU YD	\$	98.45																	1	98.45	
19	WINTER MIX SURCHARGE	CU YD	\$	NC																	1	NC	
20	MOBILE MIXER	6CU HOUR	N/B																			NO AWARD	
21	MOBILE MIXER	6CU 1/2 DAY	N/B																				
22	MOBILE MIXER	6CU DAY	N/B																				
23	MOBILE MIXER	6CU WEEKLY	N/B																				
24	MOBILE MIXER	6CU MONTHLY	N/B																				
25	MOBILE MIXER	1-6CU HOUR	N/B																				
26	MOBILE MIXER	1-6CU 1/2 DAY	N/B																				
27	MOBILE MIXER	1-6CU DAY	N/B																				
28	MOBILE MIXER	1-6CU WEEKLY	N/B																				
29	MOBILE MIXER	1-6CU MONTHLY	N/B																				
30	TRUCK SUITABLE FOR TRANSPORTING	1-5 HOUR	N/B																				
31	TRUCK SUITABLE FOR TRANSPORTING	1-5 1/2 DAY	N/B																				
32	TRUCK SUITABLE FOR TRANSPORTING	1-5 DAY	N/B																				
33	TRUCK SUITABLE FOR TRANSPORTING	1-5 WEEKLY	N/B																				
34	TRUCK SUITABLE FOR TRANSPORTING	1-5 MONTHLY	N/B																				
35	TRUCK SUITABLE FOR TRANSPORTING	6-10 HOUR	N/B																				
36	TRUCK SUITABLE FOR TRANSPORTING	6-10 1/2 DAY	N/B																				
37	TRUCK SUITABLE FOR TRANSPORTING	6-10 DAY	N/B																				
38	TRUCK SUITABLE FOR TRANSPORTING	6-10 WEEKLY	N/B																				
39	TRUCK SUITABLE FOR TRANSPORTING	6-10 MONTHLY	N/B																				
PREPARED BY																					✓	✓	

Claudia Coleburno hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.  
Date: 12/15/15  
Signature: Claudia Coleburno  
PUBLIC BID OFFICER



OPEN : December 10 ,2015

DATE: December 10, 2015

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.

[illegible]