

Office of Purchasing

Staff Summary A-36-2018

Subject: Central Air Conditioning Service
(S/B # 91036-02088-011)
Department:
Office of Purchasing
Department Head Name:
Melissa Gallucci
Department Head Signature
Melissa Dallica

Date: April 19, 2018	
Vendor Name:	
Matco Service Corp.	
Contract Number	
A-36-2018	
Contract Manager Name	
Mary Hoeflinger KIMBERLY STANTO	5 6/
	7 64

Prop	osed Leg	gislative Act	tion	
То	Date	Approval	Info	Other
Assgn Comm				
Rules Comm				
Full Leg				

	Internal	l Approvals	_
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		Counsel to C.E.
	Budget	05/1/218353	Commerate
	Deputy C.E.	124/18 TS/	County Exec.

Narrative

Purpose: To authorize and award a blanket purchase order for Central Air Conditioning Service for the Department of Public Works at various Nassau County locations.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where sixteen (16) vendors viewed the bid; one (1) of which is women owned. Minority Affairs was given a copy of the bid. Four (4) vendors attended the mandatory walk-through. Two (2) bids were received.

Impact on Funding: Estimated annual usage will exceed One Hundred Thousand Dollars (\$100,000.) from general operating or capital funds.

Recommendation: Office of Purchasing recommends awarding this contract to Mateo Service Corp. as the lowest responsible bidder meeting specifications.

INSURANCE SECTION

(DATE)

Bounds of Authors

Page 1 of 4



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

promote or common Common improvement included	any and every person or organization retained, employed or designated by any client to influence - or the a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators mittees, including but not limited to the Open Space and Parks Advisory Committee and Planning ission. Such matters include, but are not limited to, requests for proposals, development or rement of real property subject to County regulation, procurements. The term "lobbyist" does not any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New when discharging his or her official duties.
	None
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_	
-	
2. New Y	List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, ork State):
-	None
. –	
-	
3. retaine	Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is d, employed or designated:
	Nove
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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
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE BELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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Page 3 of 4

- 6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
 - 7. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

Comptroller, the District Attorney. If yes, to who		or? If none, you must so state:
None		·
I understand that copies of Technology ("IT") to be posted on t		to the Nassau County Department of Information
I also understand that upon notice to the County Attorney within		e, employment or designation I must give written nination.
VERIFICATION: The undersigned foregoing statements and they are, t		nat he/she has read and understood the se and accurate.
		bution(s) to the campaign committees listed above of a governmental benefit or in exchange for any
Dated: 2 6 18	Signed:	
	Print Name:	Thomas Turrisi
	Title:	Secretary
		9
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Page 4 of 4:

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

the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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

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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 James Tuwisi
	Date of birth 10 / 19 / 1954
	Home address 3 Soddle Bay Court
	City/state/zip Oyster Bay, NY 11771
	Business address Matro Service Corp. 584 Minesla Ave
	City/state/zip Carle Place, NY 11514
	Telephone 516.876.9100
-	Other present address(es) NonL
	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//
	Chairman of Board// Shareholder//
	Chief Exec. Officer/ Secretary/
	Chief Financial Officer/Partner//
	Vice President//
	(Other)
3.	De you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO ∠ If Yes, provide details
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6.	Has ar past 3	ny governmental entity awarded any contracts to a business or organization listed in Section 5 in the years while you were a principal owner or officer? YES NO ## If Yes, provide details.
or Pro	<u>OTE:</u> An as a res ovide a c	affirmative answer is required below whether the sanction arose automatically, by operation of law, all to fany action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy the apage and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide 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 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 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 NOO If Yes, provide details for each such instance.
8.	and/or portion initiated procee respon	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy dings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed se to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO 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 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 If Yes, provide details for each such conviction.
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	f)	In the p	est 5 ye. NO	ars, hav	e you beel Yes, provi	n found in v de details t	violation o for each s	f any adm uch occuri	inistrative rence.	or statutory	charges?	
9.	been to local power was rebusined	he subje prosecuti	ect of a can ng or inv activities	riminal ir restigativ s perform	nvestigatio /e agency ned at for	n and/or a and/or the or on beh	civil anti-t subject of alf of the s	trust invest f an invest submitting	tigation by igation wh	e past 5 ye any federa ere such in entity and/o etails for e	II, state or vestigation)
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11.	Quest	ion 5 ha	d any sai	nction in	nposed as	a result of	judicial or	r administi	rative proc	ed in respone eedings with ch such ins	th respect	to
12.	federa	il, state d	or local ta	axes or c	other asse		res, includ	ling but no	at limited to	pay any a water and		
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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.

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

Sworn to before me this & day of February 2018

Richard Recco Notary Public State Of New York No. 01RE6004996 Qualified In Nassau County Certificate Filed In Nassau County Commission Expires March 30, 20 2

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Date of birth 6 15 16 Home address 364 Nethor II Road City/state/zip Gardow Crty NY 115 30 Business address Motro Service Corry 584 Mincola Aud City/state/zip Carle Place NY 11514 Telephone 516 316 9160 Other present address(es) NAML. City/state/zip Telephone List of other addresses and telephone numbers attached 2. Positions held in submitting business and starting date of each (check all applicable) President/ Treasurer/_/ Chairman of Board/ Shareholder// Chief Exec. Officer/ Partner// Vice President//5 1995 (Other) 3. Do you have an equity interest in the business submitting the questionnaire? YES NO/ If Yes, provide details. 4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO/ If Yes, provide details. 5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO/ If Yes, provide details. ALLEIDS MUST BE F.O.B. DESTINATION AND TRICLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE Substituting the Questionnaire?	1.	Principal Name <u>Ned Bastiani</u>
Home address 164 Nether I Read City/state/zip Green City NY 115 30 Business address Motro Service Corp 584 Mincola Aud City/state/zip Carle Place NY 11514 Telephone 516 876 9160 Other present address(es) Nant. City/state/zip Telephone List of other addresses and telephone numbers attached 2. Positions held in submitting business and starting date of each (check all applicable) President / / Treasurer / / Chairman of Board / Shareholder / Chief Exec. Officer / Secretary / Chief Financial Officer / Partner / Other President 1/15/1995 / Cother No Lift Yes, provide details. 4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES _ NO _ If Yes, provide details. 5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES _ NO _ If Yes, provide details ALLEDS MUST BE FOR DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE _ Septimation and the service of the submitted in the contribution of the past of the past of the provided in the submitting the questionnaire? YES _ NO _ If Yes, provide details		
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YES NO If Yes, provide details. 4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details. 5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO ; If Yes, provide details ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE	2	
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contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details. 5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE SCORLEGE.	٠.	
YES NO _V If Yes, provide details. 5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO _V; If Yes, provide details ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE	4.	
organization other than the one submitting the questionnaire? YES NO; If Yes, provide details ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE		
organization other than the one submitting the questionnaire? YES NO; If Yes, provide details ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE	5	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit
BIDDER SIGN HERE / C Scoretary	0.	organization other than the one submitting the questionnaire? YES NO; If Yes, provide details
BIDDER SIGN HERE / C Scoretary		
BIDDER SIGN HERE / C Scoretary		
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FORMAL SEALED BID PROPOSAL 91036-02088-011

6.	Has ar past 3	y governmental entity awarded any contracts to a business or organization listed in Section 5 in the years while you were a principal owner or officer? YES NO If Yes, provide details.
or Pr	as a res ovide a	affirmative answer is required below whether the sanction arose automatically, by operation of law, ult of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide 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 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 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 If Yes, provide details for each such instance.
8.	and/or portion initiate procee respon	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy dings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed se to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO \(\subseteq \) If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO 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 _O 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 If Yes, provide details for each such conviction.
	ALI DIDE	MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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FORMAL SEALED BID PROPOSAL 91036-02088-011

								_				
	f)	In the pa	ast 5 ye NO	ars, hav	e you be Yes, pro	en found vide detai	in violatio Is for eac	n of any a h such oc	dministrat currence.	ive or sta	tutory cha	rges?
9.	in add been t local p was re busine	lition to the the subject prosecution elated to a	e inforn at of a c g or invactivities	nation pri riminal in restigatives perform	rovided in nvestigat ve agenc ned at, fo	n respons ion and/o y and/or t or, or on b	e to the p r a civil ar he subject ehalf of th	revious quanti-trust involuted for an involute of an involute submitted for the subm	iestions, i estigation estigation ing busing	n the pas n by any f where su ess entity	t 5 years, ederal, sta uch invest and/or an	have you ate or igation affiliated
10.	respor and/or and lo	nse to Quarrany othe	estion 5 r type o atory ag	5, been to of investi encies v	the subje igation by while you	ct of a cri y any gov were a p	minal inve ernment a	has any bestigation a agency, income wner or of	and/or a d cluding bu	ivil anti-tr ut not limit	ust investi ted to fede	gation eral, state
11.	Quest	ion 5 had	any sa	nction in	nposed a	is a result	of judicia	r affiliated Il or admir s; provide	istrative p	roceedin	gs with re	spect to
12.	federa	al, state or	local ta	axes or o	other ass	sessed ch	arges, ind	d tax retui cluding but each such	t not limite		* ' '	
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			_									
	ALL BID	S MUST BE	F.O.B. DE	STINATIO	ON AND IN	CLUDE DEL	IYERY WIT	HIN DOORS	UNLESS OT	HERWISE S	PECIFIED.	
	BIDDER	SIGN HERE					<u> </u>		Seci	ne tanj	<u> </u>	

BIDDER

Richard Recco
Notary Public State Of New York
No. 01RE6004996
Qualified In Nassau County
Certificate Filed In Nassau County
Commission Expires March 30, 20

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, Ned Dasha Mi , 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.

Notary Public

Motor Senice Corp.

Name of submitting business

Ald Bastiani

Print name

Mastres

Signature

Vice President

Title

Date

Sworn to before me this lo day of Fcbruary

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 Thomas Tiumsi	
	Date of birth <u>2 /20 /1983</u>	
	Home address 492 Boulevard Place	
	City/state/zip Garden Cety, NY 11630	
	Business address Matco Service Corp. 584 Mincola Ave	
	City/state/zip Carlo Place, NY 11514	
	Telephone 516 · 876 · 9100	
	Other present address(es) Non.	
	City/state/zip	
	Telephone	
	List of other addresses and telephone numbers attached	
2.	Positions held in submitting business and starting date of each (check all applicable)	
	President/Treasurer//	
	Chairman of Board// Shareholder//	
	Chief Exec. Officer// Secretary/// Secretary//	
	Chief Financial Officer / / Partner / /	
	Vice President/	
	(Other)	
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.	
4,	Are there any outstanding loans, guarantees or any other form of security or lease or any other type contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.	of
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO (**); If Yes, provide definition of the context of the	tails
£	LL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.	
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		`					
	e)	In the past 5 years, have you been convicted, a YES NO if Yes, provide details for e	fter trial or by plea, of a misder ach such conviction.	meanor?			
	d)	In the past 10 years, have you been convicted, crime, an element of which relates to truthfulnes conduct of business? YES NO If Ye	ss or the underlying facts of wh	ich related to the			
	,	details for each such charge.	1				
	c)		nst you? YES NO 🖨	If Yes, provide			
	b)	Is there any misdemeanor charge pending again details for each such charge.	nst you? YES NO	If Yes, provide			
	a)	Is there any felony charge pending against you? each such charge.	YES NO If Yes, p	rovide details for			
8.	and/or portion initiate procee respon	any of the businesses or organizations listed in rependenthe subject of involuntary bankruptcy procent of the last 7 year period, been in a state of banked more than 7 years ago and/or is any such busing whenever initiated? If 'Yes', provide detailned to all questions checked "YES". If you need must to the questionnaire.)	edings during the past 7 years ruptcy as a result of bankruptc ness now the subject of any pe s for each such instance. (Pro	, and/or for any y proceedings nding bankruptcy vide a detailed			
	d.	Been suspended by any government agency fro action pending that could formally debar or other on contract? YES NO _\varphi If Yes, provide	rwise affect such business's ab	ility to bid or propose			
	c.	Been denied the award of a contract and/or the climited to, failure to meet pre-qualification stands for each such instance.					
	b.	Been declared in default and/or terminated for cancelled for cause? YES NOO If Ye	ause on any contract, and/or ha s, provide details for each suct	ad any contracts n instance.			
·	a.	Been debarred by any government agency from YES NO If Yes, provide details for the second		t agency?			
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:						
or Pro	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.						
6.	Has ar past 3	ny governmental entity awarded any contracts to a years while you were a principal owner or officer?	a business or organization lister PYES NO 🍎 If Yes, p	d in Section 5 in the rovide details.			

FORMAL SEALED BID PROPOSAL 91036-02088-011

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	ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE
	· ·
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 If Yes, provide details for each such year.
	Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO \overline{\phi} If Yes; provide details for each such instance.
11.	In the past 5 years, have you or this business, or any other affiliated business listed in response to
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 If Yes; provide details for each such investigation.
	local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO If Yes, provide details for each such investigation.
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
	f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO \(\bigcup_{\text{\colored}} \) If Yes, provide details for each such occurrence.

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

Sworn to before me this 6 day of February 2018

Notary Public

Richard Recco
Notary Public State Of New York
No. 01RE6004996
Qualified In Nassau County
Certificate Filed In Nassau County
Commission Expires March 30, 20

Matco Scylce Corp.

Name of submitting business

Thomas J. Turnis:

Print name

Signature

Secretary

Title

J. 16 12018

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Secretary

Business History Form

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

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

NOTE: All questions require a response, even if response is "none". No blanks. (USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). Date: 2 1/2018 1) Proposer's Legal Name: Thomas J. Turnsi 2) Address of Place of Business: Matro Service Corp. 584 Minesta Ave Carle Place List all other business addresses used within last five years: Same as above 3) Mailing Address (if different): Same as about Phone: 516.876.9100 Does the business own or rent its facilities? rent 4) Dun and Bradstreet number: 043667845 5) Federal I.D. Number: 11-2044301 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 <u>V</u> If Yes, please provide details: _____ 8) Does this business control one or more other businesses? Yes No VO If Yes, please provide details: 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No 💯 If Yes, provide details. ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE _____

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FORMAL SEALED BID PROPOSAL 91036-02088-011

10) Has the proposer ever had a bond or surety cancelled or forfeite other government entity terminated? Yes No If Yes, bond), date, amount of bond and reason for such cancellation or termination (if a contract).	state the name of bonding agency, (if a forfeiture: or details regarding the
11) Has the proposer, during the past seven years, been declared be date, court jurisdiction, amount of liabilities and amount of assets	ankrupt? Yes No <u></u> If Yes, state
12) In the past five years, has this business and/or any of its owners business, been the subject of a criminal investigation and/or a ci state or local prosecuting or investigative agency? And/or, in the officer of any affiliated business been the subject of a criminal in investigation by any federal, state or local prosecuting or investig was related to activities performed at, for, or on behalf of an affiling Yes No If Yes, provide details for each such investigation.	vil anti-trust investigation by any federal, past 5 years, have any owner and/or vestigation and/or a civil anti-trust gative agency, where such investigation lated business.
13) In the past 5 years, has this business and/or any of its owners at been the subject of an investigation by any government agency, and local regulatory agencies? And/or, in the past 5 years, has a business been the subject of an investigation by any government federal, state and local regulatory agencies, for matters pertaining relationship to an affiliated business. Yes No If Yes, investigation	including but not limited to federal, state any owner and/or officer of an affiliated at agency, including but not limited to not that individual's position at or
14) Has any current or former director, owner or officer or manageria before or during such person's employment, or since such employment allegedly occurred during the time of employment by the sulthe conduct of that business:	byment if the charges pertained to events bmitting business, and allegedly related to
a) Any felony charge pending? Yes No charge	If Yes, provide details for each such
b) Any misdemeanor charge pending? Yes No charge	If Yes, provide details for each such
c) In the past 10 years, you been convicted, after triacrime, an element of which relates to truthfulness or conduct of business? Yes No If Yes, prove	the underlying facts of which related to the
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOOR BIDDER SIGN HEREBIDDER	ors unless otherwise specified. Secretary Title

	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No If Yes, provide details for each such occurrence
any sanct	st (5) years, has this business or any of its owners or officers, or any other affiliated business had in imposed as a result of judicial or administrative proceedings with respect to any professional eld? Yes No $\underline{\varphi}$; If Yes, provide details for each such instance.
applicable sewer cha response	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water and arges? Yes No _️️ If Yes, provide details for each such year. Provide a detailed to all questions checked 'YES'. If you need more space, photocopy the appropriate page and to the questionnaire.
	ailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
17) Conflict of a) pl ea	f Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase expressly state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
,	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. We will inquire thom the centralities agency and or county legal counsel it any issue pertaining to 17 (a /i /ii /iii) ever anses to ensure central of interest would hat exist.
ALL BIDS MU	ST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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IVI atco service corp. air conditioning Est. 1964

584 Mineola Ave., Carle Place, NY 11514 •Tel: 516-876-9100 • Fax: 516-876-4888

Page 23: item vii

Matco Service Corp. is an independent family owned and operated business that was built on service and customer satisfaction when it opened for business in 1964. Over the years, Matco has grown into one of the largest independent HVAC contractors in the New York area.

Our company is supported by a staff of engineers who are experienced in the design of conventional, as well as specialized systems. Our Installation Department runs the gamut of installing rooftop units, air-handling units, air distribution systems, as well as centrifugal, absorption and reciprocating chillers.

Our service technicians diagnose service problems, along with making the necessary repairs based on the leadership of our management personnel.

We recognize our organization is no greater than the sum of its people, each adding their specific strengths that together, we can respond to the ongoing needs of our customers.

Please feel free to contact the references listed below and visit our web site (matcoservice.com) for more information.

Α.	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	d the proposer be other than an individual, the Proposal MUST include:					
	i)	Date of formation; 12 1 1964					
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; James T. Tuwisi / CEO President					
	iii)						
	iv)	State of incorporation (if applicable); James 7. Turris i CEO / President					
	v)	The number of employees in the firm;					
	vi)	Annual revenue of firm; 13 million					
	vii)	Summary of relevant accomplishments					
	viii)	Summary of relevant accomplishments See attached. Copies of all state and local licenses and permits.					
В.	Indica	NO State license is required. te number of years in business. 54.					
	Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. Now has contact in the part was. 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.						
	4.6						
	Company Glenwood Management						
	Contact Person 1006 Smith						
	Address 1200 Union Turnpilce						
	City/State New Hyde Part, NY 11040						
	Telephone 718 - 343 6400						
	Fax# 718.343.6471						
	E-Mail Address bamth@ Glenwoodnyc. Com.						

Company Treeline Companies
Contact Person Howard Schor
Address 200 Garden City Plaza, Scute 325
City/State Garden City, NY
Telephone 576.837.800
Fax# 516 - 222 - 2175
E-Mail Address Howard . Schor @ Truline Companies. Com
Company Ros Associates
Contact Person Raymend Cardinale
Contact Person Raymend Cardinall Address 200 Madisch Ave 5th Flow
Contact Person Raymend Cardinall Address 200 Madison Ave 5th Flow City/State NY, NY

Page 1 of 4

COUNTY OF NASSAU

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

1.	Name of the Entity: Mato Serve Corp.	
	Address: 584 Mincola Avl	
	City, State and Zip Code: Carle Place, NY 11514	
2.	Entity's Vendor Identification Number: 11-2044 30 (
3.	Type of Business:Public CorpPartnershipJoint Venture	
	Ltd. Liability Co Closely Held CorpOther (specify)	
	List names and addresses of all principals; that is, all individuals serving on the Board of Directable body, all partners and limited partners, all corporate officers, all parties of Joint Venture bers and officers of limited liability companies (attach additional sheets if necessary):	
Jan	mes T. Tums 3 Saddle Court Oyster Bay NY 11771	
		•
	List names and addresses of all shareholders, members, or partners of the firm. If the shareholdvidual, list the individual shareholdres/partners/members. If a Publicly held Corporation incle 10K in lieu of completing this section.	
Jâv	mes T. Turisi 3 Saddle Court Oyster Bay NY 117	71
ALL	BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.	
	DDER SIGN HERE BIDDER BIDDER TITLE	

Page 2 of 4	
List all affiliated and related companies and their relationship to the firm entered on line 1. none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company part in the performance of this contract. Such disclosure shall be updated to include affiliated or scompanies not previously disclosed that participate in the performance of the contract.	that may take
None	
etc.). The term "lobbyist" means any and every person or organization retained, employed or desiclient to influence - or promote a matter before - Nassau County, its agencies, boards, commission heads, legislators or committees, including but not limited to the Open Space and Parks Advisory and Planning Commission. Such matters include, but are not limited to, requests for proposals, de improvement of real property subject to County regulation, procurements, or to otherwise engage the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employed or agent of the County of Nassau, or State of New York, when discharging his or her office	is, department Committee evelopment or in lobbying as ployee,
(a) Name, title, business address and telephone number of lobbyist(s):	
None	
	٠
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Page 3 of 4

(b) Describe lobbying a lobbying activities.	activity of each lobbyist. See page 4 of 4 for a complete description of
None	
	· · · · · · · · · · · · · · · · · · ·
(c) List whether and w New York State):	here the person/organization is registered as a lobbyist (e.g., Nassau County,
None	
7000	
	· · · · · · · · · · · · · · · · · · ·
	ction must be signed by a principal of the consultant, contractor or Vendor m for the purpose of executing Contracts.
The undersigned affirms and so sware, to his/her knowledge, true and	wears that he/she has read and understood the foregoing statements and they accurate.
ما ارد	
Dated: 2 (0 18	Signed: Print Name: Thomas Tuccisi
	Title: Secretary
ALL BIDS MUST BE F.O.B. DESTINATION	ON AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	Secretary
,	BÍDDER TITLE

Page 4 of 4:

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

any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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

BIDDER SIGN HERE

BIDDER

COUNTY OF NASSAU

INTER - DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-36-2018

FROM:

MICHAEL SCHLENOFF-ACTING DIRECTOR OF PURCHASING

DATE:

APRIL 20, 2018

SUBJECT: RESOLUTION-NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE ESTIMATED ANNUAL USAGE OF OVER ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ON BEHALF OF NASSAU COUNTY DEPARTNEBT OF PUBLIC WORKS TO MATCO SERVICE CORP. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE CENTRAL AIR CONDITIONING SERVICE FOR NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS.

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.

MICHAEL SCHLENOFF
ACTING DIRECTOR OF PURCHASING

MS: br

ENCL:

(1) STAFF SUMMARY

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



A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND MATCO SERVICE CORP.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF

PURCHASING has received competitive bids 91036-02088-011 for central air conditioning services for
the Nassau County Department of Public Works as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, MATCO

SERVICE 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.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director,

Office of Purchasing to award and execute the said Blanket Purchase Order with <u>MATCO SERVICE</u>

CORP.

8 COUNTY COURT

9 OFFRE BULDING (240 OLD COUNTY RD)

10 NECODRE RODSENELT BLEE (1950 Frankel)

11 HICKSVILLE GARAGE

12 2nd PRECINCT

13 6 TH PRECINCT

14 EOC BUILDING

15 CEDAR CREEK WPCP

16 3rd PRECINCT

17 TACKAPUSHA MUSEUM

B1 MINIMAMACAL OUT CHARGE (IF ANY)

B2 REGULAR HOURLY RATE

B3 EACH ADDITIONAL 1/4 HOUR

ARTS B4 MANUFACTURERS UST PRICE LESS

COST PLUS

ARTS B4 MANUFACTURERS UST PRICE LESS

COST PLUS)FFICE OF PURCHASING
\$UMMARY OF BIDS
\$PENED: FEBRUARY 8,2017 AT 11 A.M.
\$ID NO: 91036-02088-011
\$EQ. NO: N/A
TILE: CENTRAL AIR CONDITIONING B10 ERTUME DII RPARED BY EACH ADDITIONAL 1/4 HOUR MINIMUM CHARGE (IF ANY) REGULAR HOURLY RATE INWOOD COMMUNITY CENTER RALPH G. CASO BUILING (1 WEST) POLICE HEADQUARTERS SERVICE AQUATIC CENTER SUPREME COURT DISTRICT COURT FAMILY COURT ARTICLE DIN ALD HR. 130.00 1/4 HR. 32.59 TERMS 1/4 HR. Т, \$ 400.00 \$ 1,400.00 300.00 \$ 1,200.00 \$ 1,500.00 1,000.00 \$ 1,500.00 1,600.00 \$ 1,600.00 1,500.00 1,500.00 1,200.00 1,600.00 1,200.00 1,600.00 1,600.00 50.00 300.00 1,600.00 1,600.00 1,600.00 400.00 400.00 195.00 0.00 33% 0.00 0% HI-TECH AIR CONDITIONING 350.00 1,000.00 1,600.00 1,200.00 375.00 125.00 1,600.00 1,200.00 300.00 500.00 187.50 350.00 250.00 31.25 46.88 20% 25% ₹ Ϋ́ MATCO SERVICE CORP. 히 12 3 14 15 16 TO NO. AMOUNT DETAILS OF AWARD

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time and Morray!

PUBLIC BID OFFICER

FORMAL SEALED BID PROPOSAL



STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PM

BID NUMBER 91036-02088-011

Dated: 01/18/2018

BID OPENING DATE 02/08/2018 11:00 A.M. E.S.T.

REQUISITION NUMBER

BUYER MARY HOEFLINGER TELEPHONE (516) 571-5820

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: CENTRAL AIR CONDITIONING SERVICE

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

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

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITA-TION 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 LOCATIONS

GUARANTEED DELIVERY DATE

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER:

11-204430

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER **ADDRESS** STATE NY CITY ZIP CODE 1100 15 しわいへんち SIGNATURE OF AUTHORIZED INDIVIDUAL PRINT OR TYPE NAME OF SIGNER AND TITLE

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

BID TERMS AND CONDITIONS

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

- 6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions: otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
- 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 the 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.
- 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.
- Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
- 11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
- 12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
- 13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
- 14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
- 15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
- 16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
- 17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

- 18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
- 19. Billings for deliveries must be rendered on County claim forms.
- 20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
- 21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
- 22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract,
- (d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft,
- (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- 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 1X, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
- 24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
- 25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
- 26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

DISCLOSURE STATEMENT

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

Bidders Name: Mata Sevice Co	φ .
Address: 584 Mincola Ave Cace Place, NY 115 Telephone No:	74 For Nove 71 071 118-88
576 876 9100 1. State Whether: A Corporation	,
Individual	
Partnership	

GUIDELINES FOR DISCLOSURE

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

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

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

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FORMAL SEALED BID PROPOSAL 91036-02088-011

DDER'S NAME: Mates Service Corp.
DRESS: 584 Mincola Ave, Carle Place, NY 11514
STATE WHETHER: CORPORATION Y INDIVIDUAL PARTNERSHIP
IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S) PRESIDENT VICE PRESIDENT Ned Bastiani 204 Witherl Road, Garden City MY 1153C SECRETARY
Thomas Tunis, 492 Poollward Place Garden City MY 11522 TREASURER
HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? No. 15 SO WHEN?
HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 54 years.
HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO. IF SO, WHERE AND WHY?
IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?
WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECTION OF
DIVIDUALS PRESENT YEARS OF MAGNITUDE AND IN WHAT NAME POSITION EXPERIENCE TYPE OF WORK CAPACITY
imes Turnsi President 35 All
d Bastiani Vice President 35 All mas Turnsi Scenetary 15 All IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
tended walk through We have previously held this contract
r many years.
· · · · · · · · · · · · · · · · · · ·
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
Brian Bischoff Senuce Manager
10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.
NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.
1. REFERENCE'S NAME: Hofstra University ADDRESS: 129 Hempstrad Tumpike / Hofstra University Hempstrad, NY 11549
TELEPHONE: 516.463.5005 CONTACT PERSON CICHARD Ledd of CONTRACT DATE: 2013. We installed a 1000 ten York YK Centrify gal Chiller. We service and maintain this machine # the Netherlands Dams Chiller.
2. REFERENCE'S NAME: Jack Posnich & Sons ADDRESS: 485 madison Av., NY, NY
TELEPHONE: 212.421.1300 CONTACT PERSON PEAC CLASSIF CONTRACT DATE: 2012 Martice installed (2) York low pressure centuraged
WI Continue to Service both Machines. 3. REFERENCE'S NAME: Sage Pearty Corp. ADDRESS: 777 3rd Ax = 437 madison Ar NY, NY
TELEPHONE: 212.759.2960 CONTACT PERSON Arthur Whitmarsh CONTRACT DATE: Each Whoter for past 25 years we have Seniced & nowith Carrier Turbine Centrifugals ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HEREBIDDERBIDDER

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.

ALL BIDS MUST BE F.	<u>O.B. DESTINATION AND INCLUDE DELIVERY W</u>	ITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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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.

ALL BIDS MUST BE F.C	D.B. DESTINATION AND IN	CLUDE DELIVERY WITHIN	DOORS UNLESS OTHERWISE SPECIFIED.	
BIDDER SIGN HERE	2, ()	<i>/ C :-</i>	Secretary	
	BIDDE	Ŕ	TITLE	

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 91036-02088-011

- (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.
- (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.
- (1) 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.

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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 91036-02088-011

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

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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 91036-02088-011

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.

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.

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

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

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INDEMNIFICATION:

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

DEFINITIONS:

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

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

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 <u>County of Nassau Consultant's</u>, <u>Contractor's and Vendor's Disclosure Form</u>. 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 <u>Lobbyist Registration and Disclosure Form</u>, completed by that individual/organization.

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

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

Sworn to before me this & day of Februa	~ 20 <u>18</u>
Pirland Recco	Richard Recco Notary Public State Of New York No. 01RE6004996
Notary Public	Qualified In Nassau County Certificate Filed In Nassau County Commission Expires March 30, 20
Name of submitting business: Matco Senice	corp
By: hand Stures	
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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.

INTENT

<u>SCOPE</u>: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing a **CENTRAL AIR CONDITIONING SERVICE** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

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

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.

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

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

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

Thomas J. Turrisi	<u> </u>
Claimant Name	Date
	Sceretary
By Signature	Title

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

Vendors may download claim form NIFS560 at the following URL:

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

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FORMAL SEALED BID PROPOSAL 91036-02088-011

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.

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 an	nd shall furnish a certificate showing evidence of
current coverage.	
Bidder shall list below the Insurance Company(s) holding the following documents:	4.50
A) Certificate of Insurance name the County of Nassau as co-insured:	USI
Or	
B) Certificate of Insurance with indemnification agreement (hold harmless clause):	USI

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.

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.

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.

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GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

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.

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

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.

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FORMAL SEALED BID PROPOSAL 91036-02088-011

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 forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

BIDDERS WALK THROUGH: A one-time compulsory bidders conference will be held on January 25, 2018 at 9:00 a.m. A one-time compulsory comprehensive walk through will be conducted immediately following bidders conference with the appropriate facility representatives at each location. All bidders shall be required to be present at on the specified date at 9:00 a.m. A sign-in sheet will be provided and become part of the bid. If any bidder's signature is omitted from the sheet his bid shall be disqualified. All bidders are required to attend the conference and complete the entire walk through.

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

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

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

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

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

Subscribed to under penalty of perjury under the laws of the State of New York,
this 645 day of February , 20 18 as the act and deed of said Corporation or Partnership.
Identifying Data:
Potential Contractor: Matco Service Com
Address: 584
Street: Wincola Avl
City, Town, etc: Carle Place, NY 11514
Telephone: 516.876.9100 Title:
If applicable, responsible Corporate Officer
Name Thomas J. Tumsi Title Secretary
Signature: Sign Here
FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.
GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY-WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 91036-02088-011

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 <u>MUST</u> be inserted with <u>TYPEWRITER OR INK</u>. Entries with <u>WHITE OUT</u>, <u>CROSS-OUTS OR LIFT-OFF TAPE</u> <u>MUST</u> 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 place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

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

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

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

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

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 his 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.

NON PERFORMANCE

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

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

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

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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

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section, and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

- 1. Time sheet signed by authorized county personnel. Time sheets shall show time of arrival and time of departure. Travel time to and from place of employment or prior jobs shall not be considered in the total work time charged to the using agency and must not be submitted.
- 2. Details of parts used:

Only actual system components, shown on the plans and specifications for the affected system machinery, should be billed. If the parts used are regularly kept in stock by the contractor manufacturer's price lists can be used to invoice the using agency. The contractor should furnish a copy of the price list to the Office of Purchasing as well as furnished with the claim. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim without revision or eradication. Exception: Contractor may black-out credit payment details on invoice. Compliance with the above is necessary in order to expedite the payment. Claims without the above will be returned to contractor without payment until a complete claim is submitted

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Specifications – Central Air Conditioning Service - General

Additional equipment and sites may be added to this contract by written quote and amendment.

- A. Microprocessor Based Monitoring system
 - 1. Vendor must be capable of installing, maintaining and servicing Microprocessor based monitoring systems. Vendor must have 24/7 availability to respond to calls,
 - 2. Any monitoring equipment shall remain the property of the vendor for the duration of any agreement & removed at the expiration of any contract.
- B. Eddy Current Testing
 - 1. Should any Eddy Current Testing be requested by the County on any Chiller, the work shall be performed under Plan "B" (T&M).
 - 2. Independent testing expenses will be reimbursed without markup as long as a paid invoice is submitted with the claim.
 - 3. Eddy Current Testing shall be performed by a Level III Tech certified by the Association of Non-Destructive Testing. This service is to include an engineering analysis with possible recommendations.

C. Requirements

- 1. Furnish unlimited repair/emergency service between monthly scheduled operating inspections. Emergency Service shall be twenty-four (24) hours per day, seven (7) days per week and shall have a response time of four (4) hours for regular calls, two (2) hours for emergency. The contractor is to provide a published, listed telephone number for such calls.
- 2. For regular maintenance calls, vendor shall always make an appointment with designated County staff for such calls. Vendor's "Plan A" costs shall include replacement of normal wear items and replacement of necessary fluids resulting from normal use. Should repairs need to be made, they will be done under "Plan B" (T&M) with authorization from the designated County representative.
- 3. The Contractor will check-in and check-out with the designated County representative at the time the contractor reports to the job site. For all work, the contractor will provide a written report of all work done and repairs done at the time. That report

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should be signed by the designated County representative prior to contractor leaving the site.

- 4. Contractor must remove, at their own cost, all hazardous materials and liquids removed during the normal course of maintenance or repairs. Contractor must maintain and submit proof of proper disposal with their claim for the services being rendered.
- D. Plan A Basic Requirements:
 - 1. Start-up inspection/maintenance in April
 - 2. Monthly inspections/maintenance each month for May, June, July, August and September
 - 3. *** Please note that the Aquatic Center @ Eisenhower Park will require inspection/maintenance every month. ***
 - 4. Close-up inspection/maintenance in October
 - 5. 1 mid-winter inspection/maintenance

In conjunction to the basic requirements, the following maintenance schedule will be required:

- E. Maintenance Service for Centrifugal Equipment Winter Maintenance (1 per year)
 - 1. Change oil and filters, clean oil reservoir
 - 2. Check and calibrate oil reservoir, thermostat and heater. Check thermometers.
 - 3. Check, clean and overhaul oil coolers, water/refrigerant oil cooler solenoid valves and relief valves.
 - 4. Check and clean purge drums/changers.
 - 5. Check and clean purge float valve assemblies.
 - 6. Check belts and lubricate motor

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7. Check and adjust relief valves and operating controls 8. Replace filter-dryer (W/A) 9. Electronically leak test machine 10. Test and adjust all operating and safety controls 11. Clean and inspect starter and contacts 12. Megger compressor motor and record readings 13. Oil to be changed once every three (3) years 14. Sample oil once (1) per year Bearing Inspection – Once per three (3) years - County Court and Supreme Court only 1. Remove Compressor access covers 2. Remove bearing housings 3. Remove and inspect main journal bearing, thrust bearings, motor and bell bearings. Record clearances 4. 5. Reassemble with clearing corrections if required Clean Condenser and Evaporator tubes Condenser tubes – once (1) per year

1. Drop heads

F.

G.

2. Brush clean all tubes with nylon brushes

Evaporator tubes – once per three (3) years

- 3. Clean water boxes and heads
- 4. Replace heads using new gaskets

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- H. Spring startup and summer inspections
 - 1. Check operation of chilled water, condensing water and cooling tower circuits. Check condenser water by-pass valve operation
 - 2. Start machine, add refrigerant if necessary
 - 3. Test and adjust all operating and safety controls
 - 4. Test and adjust purge operation
 - 5. Log all temperatures and pressures
- I. Required Maintenance for Centrifugal Chillers
 - 1. Winter Maintenance once (1) per year
 - 2. Check oil level, color and test for acidity
 - 3. Replace compressor oil every other year, sooner if above test indicates high moisture or acid.
 - 4. Replace filter drier cores as indicated by moisture content
 - 5. Leak test unit in its entirety, including all compressor, refrigerant, piping and coils.
 - 6. Repair all leaks
 - 7. Check and clean all motor and compressor contactors
 - 8. Check compressor discharge valves for leakage
 - 9. Check condition and set points of all operating and safety controls including, but not limited to oil pressure switch, high pressure cutouts, low pressure cutouts, crank case heaters, brine thermostat, cycling timer, fan controllers, flow switches, any other factors supplied safety or control device.
 - 10. Check couplings and belts (if equipped)

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- J. Clean Condensers – once (1) per year
 - 1. If air cooled pressure clean with chemical solution
 - 2. If water-cooled:
 - a. Drop heads
 - b. Brush clean all tubes with nylon brushes
 - Clean water boxes and heads C.
 - d. Replace heads using new gaskets
 - 3. Clean evaporators – once per three (3) years or more if required
 - Pressure clean with chemical solution 4.
- K. Spring startup and summer inspections
 - 1. Perform start-up procedure
 - 2. Check and record the following:

Entering and leaving brine temperature, condensing temperature and pressure, suction temperature and pressure, oil discharge pressure, oil level and color, unloader operating points (if equipped), voltage and amperage draw of compressors and fan motors

- Inspect moisture indicators 3.
- 4. Replace filter drier cores if moisture is indicated
- 5. Check operation and setting of the thermostatic expansion valves and solenoid valves
- 6. Check superheat and adjustment
- 7. Check hot gas bypass controls, if equipped
- 8. Inspect and adjust all operating and safety controls
- 9. Add refrigerant as necessary

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- 10. Leak test unit if refrigerant loss is indicated. Determine source of leaks, document and report to designated County representative.
- 11. Log all temperatures and pressures

Exclusions:

- Contractor is not responsible for the daily start-up and normal operating of the equipment
- Contractor is not responsible for any steam side/waterside/airside corrosion or erosion to tube bundles and/or air-cooled condensers
- Contractor is not responsible for any water treatment or acid cleaning due to improper water treatment.
- Contractor is not responsible for negligent or improper operation, acts of God or other causes beyond contractor's control.

Equipment

<u>Group 1 – Centrifugal Equipment</u>

1. Supreme Court Building – 101 Supreme Court Drive, Mineola

Carrier type 19XL - Model #10XB54003501

Serial AC 1: 479024

Serial AC 2: 479034

500 tons each

Refrigerant: R22

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2. Family Court – 1200 Old Country Road, Westbury

Two (2) Carrier Model 19DK4413 Centrifugal

3. Police Headquarters – 1490 Franklin Avenue, Mineola

Two (2) SMARDT Chillers - ModelSWA080-2EG06-F2HDJA-F2AMJA-ONO

Serial #FF0010K156Q1720

Serial #FF0010K156Q1721

4. Ralph G. Caso Building – 1 West Street, Mineola

Two (2) SMARDT Chillers

Model SWA096-2HG9-22N Serial #FF0010G155Q0629

Model SWA096-2HG08-F2ASJA-F2ARJA-ONO Serial #FF0010J01001429

5. Nassau County District Court – 99 Main Street, Hempstead

Two (2) Carrier Model 19DK Centrifugal

6. Inwood Community Center – 270 Lawrence Avenue, Inwood

Two (2) McQuay Model PEH050 Centrifugal (130 tons)

7. Aquatic Center-Eisenhower Park – East Meadow, NY

Two (2) SMARDT Chillers Model SWA030-1BG01-F4AKCA-OCO Serial #FF0010J090Q1484

Model SWA030-1BG01-F4AKCA-OCO Serial #FF0010J090Q1480

Evapco Inc. Model Number AT 14-912 Serial Number 14-663149

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8. Nassau County Courthouse – 262 Old Country Road, Mineola

Two (2) Units – Carrier Model 19XRV4747385CHP64

Serial: 71646

Serial: 71647

9. Office Building – 240 Old Country Road, Mineola

Two (2) Units – Carrier Model 19XR-3132335CDH60

Serial: 4105Q71970

Serial: 4105Q71971

Refrigerant: R134A

10. Theodore Roosevelt Building – 1550 Franklin Avenue, Mineola

Two (2) Trane Units – Model

RTHDUB1FXEOUADIA2LIALB1A2LALAEXAABDY167BJXA4XXXXXXXA

Serial: VM5MO5352 (Unit 1)

Serial: V05M05M05351 (Unit 2)

Group II – Centrifugal Chillers Equipment

11. Hicksville Garage – 170 Cantiague Rock Road, Hicksville - SUSPENDED

One (1) Trane Model CG (60 Tons)

12. NCPD Second Precinct – 7700 Jericho Turnpike, Woodbury

One (1) Trane Model CGAC30B

13. NCPD Sixth Precinct – 100 Community Drive, Manhasset

Carrier Model #30RAP0605FC02100 Serial #3217Q60086

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14. EOC Building

FOUR (4) Fifteen Ton TRANE Compressors Model #RAUCC6OGCG13ADFG1 Serial # J93B80370

15. Cedar Creek WPCP - 3340 Merrick Road, Wantagh - SUSPENDED

Two (2) York Model YTJ1K3EZ-CRGS Centrifugal Chillers

Compressor Model YDTL120

Code B2

Serial: GAEM 131793

Serial: GAEM 281731

16. NCPD Third Precinct – 214 Hillside Avenue, Williston Park

One (1) Rooftop Governair Unit Model TL30-7026-E (70 Tons)

Serial: 30160

17. Tackapusha Museum – 2225 Washington Avenue, Seaford

Hanbel Screw compressorModel-RC2-200BZC6R26HO Serial No. 9E20510

Carrier Model #CEPP-130124-04

(Note: Chiller only, no tower, pumps or air handler.)

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Price Schedule - Plan A

Group 1 – Centrifugal Equipment As Described Above

Locat	ion	Quarterly Cost
1.	Supreme Court	\$ <u>1200°</u>
2.	Family Court	\$ 1600
3.	Police Headquarters	\$ 1200°
4.	Ralph G. Caso Building (1 West)	\$ 1000 **
5.	District Court	\$ 160019
6.	Inwood Community Center	\$ 1000000
7.	Aquatic Center	\$ 16000
8.	County Court	\$ 1500°
9.	Office Building (240 Old Country Rd)	\$ 1600°
10.	Theodore Roosevelt Bldg (1550 Franklin)	\$ <i>180</i> 0 10

Group II - Centrifugal Chillers Equipment

Locati	on	Quarterly Cost
11.	Hicksville Garage	\$ N A
12.	2nd Precinct	\$ 350°°
13.	6th Precinct	\$35000
14.	EOC Building	\$ 10000000
15.	Cedar Creek WPCP	\$NA
16.	3rd Precinct	\$3000
17.	Tackapusha Museum	\$ 50000

Plan B - Time and Materials

Plan B will include:

- Compressor/Chillers (including but not limited to conduit, Freon, wiring, and all replacement parts)
- Chiller controls (including but not limited to control panel, instrumentation, wiring and all replacement parts)
- Cooling towers (including but not limited to controls, panels, wiring, and all replacement parts) Chill Water/Condenser Water pumps and controls (including but not limited to pumps, piping, wiring, control panels, and all related replacement parts)

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Specifications:

In all cases, all equipment rentals and material purchases shall be approved by a designated County representative prior to commencement of work.

Vendor will send one technician unless specified by and/or agreed upon by County representative prior to commencement of work. Vendor shall send only CERTIFIED SMARDT A/C Chiller technicians to service the SMARDT chiller at the Ralph G. Caso Building – 1 West Street, Mineola

Contractor will maintain stock of regular supply items commonly used in their trade (i.e. Tape, screws, cable ties, adhesive liquids, etc.) and ensure that mechanics arrive at the jobsite adequately supplied with such. Departures from job site to obtain such items shall not be charged as time worked to the county. Departures from the job site for OEM parts will be with prior approval of the designated agency representative and shall be obtained from a supplier as local to the job site as reasonably possible.

On all jobs performed by the vendor, job location shall be restored to a safe and aesthetically acceptable condition prior to departure.

Vendor must be able to work at multiple sites at any given time. Proof of adequate qualified employees may be requested prior to award.

Additional services, locations and similar equipment can be added to this blanket order with written quote and amendment.

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PLAN B (TIME AND MATERIALS) PRICING SCHEDU	LE:	
LABOR BETWEEN THE HOURS OF 7:30 A.M. AND 3:	:30 P.M. MONDAY THROUG	GH FRIDAY:
B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLU		
2 hair minium charge @ 8125/	hour \$6	050°C
B2) REGULAR HOURLY RATE B3) EACH ADDITIONAL QUARTER HOUR	at \$ 105 90	/hr.
B3) EACH ADDITIONAL QUARTER HOUR	at \$31.25	_/¼ hr.
PARTS:		
B4) MANUFACTURER'S LIST PRICE (MLP) LESS	25	
B5) COST PLUS %	20	<u> </u>
Vendor agrees, if requested, to provide the authorized representative of the Purchasing list price. The cost plus rate stated about manufacturer's list price, and when billing part manufacturer advising that it does not item(s) in question do not have a list price.	g Department with cop ve will be paid only g is accompanied by a t issue price lists o	ies of such manufacturer's when there is no written notice from the
WARRANTY PERIOD: On Service, Repair Rende	red	
parts: <u>90</u>	_ days	
LABOR: 90	_ days	
OVERTIME RATES: All other times (after 3 or any time on Saturday or Sunday.	:30 PM or before 7:30	AM Monday through Friday,
B8) MINIMUM CHARGE (IF ANY)	\$ <u>375 °</u>	············
B9) REGULAR HOURLY RATE	\$375 ²⁵	_/hr.
B10) EACH ADDITIONAL QUARTER HOUR	at\$ <u>46.88</u>	
RESPONSE TIME	2	HRS
EMERGENCY TELEPHONE NUMBER:	2 (516) 876,9100	
Note: Manufacturer-based diagnostic testing manner of the markup will be allowed.		

BIDDÉR

attachment (#1)

Matco SERVICE CORP. air conditioning Est. 1964

584 Mineola Ave., Carle Place, NY 11514 • Tel: 516-876-9100 • Fax: 516-876-4888

February 6, 2018

To Whom It May Concern:

Thank you for your interest in **Matco Service Corp**. (www.matcoservice.com) and for allowing us to provide background information about our firm. We would be delighted for the opportunity to support your company with its HVAC requirements.

Founded in 1964, **Matco Service Corp**. is one of the largest and most respected independent HVAC contractors in the New York area. We are a diversified company specializing in the design/engineering, installation and maintenance of commercial HVAC systems. Our staff of professional engineers, mechanics and service technicians are active members of the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) and offer expertise in the following areas:

- *Reciprocating Systems
- *Pressure & Temperature Controls
- *Building Automation
- *Absorption Systems
- *Chilled Water Free Cooling Systems
- *Gas, Oil & Heat Pump Systems
- *Cooling Towers
- *Air Handling Systems
- *Computer Room Environmental Systems
- *Circulating Systems & Pumps
- *Centrifugal Systems

As experts in engineering design/build projects, we also have a proven record of success in the replacement of antiquated (often 20-30 years old), HVAC systems. New systems are designed and installed with the latest energy-efficient HVAC equipment, to ensure Con-Edison/Lilco rebate programs are maximized. **Matco's** expertise in system analysis provides the tools for properly engineered equipment replacement and is complimented by our team of 35 certified service technicians.

Whether you need to maintain your existing HVAC system, or you wish to update your equipment, **Matco** has the experience to provide you with the support and guidance you deserve. We dedicate ourselves to the needs of our valued customer's and provide the highest standards of workmanship.

Thank you again for your time and consideration. We appreciate the opportunity to be of service to you and your company. If we can be of any further assistance, please feel free to contact us directly.

Very truly yours,

James T. Turrisi President/CEO

attachment (#2)

atco service corp. air conditioning Est. 1964

584 Mineola Ave., Carle Place, NY 11514 Tel: 516-876-9100 Fax: 516-876-4888

Matco Service References:

Richard Leddy
Director of Engineering of Hofstra University
Office #516-463-5005

We recently installed a 1000 ton York YK Centrifugal chiller for Hofstra In the Fall of 2013. Prior to that installation, we serviced a Carrier Absorption Chiller for the past 30 years in the main plant at Hofstra's Student Center. We also service their York Turbomodulator centrifugals across the street at The Netherlands dorms.

Pete Clabby

Managing Director of Jack Resnick & Sons

Email: pclabby@resnicknyc.com office # Office: 212-421-1300

Matco installed 2 York Low Pressure Centrifugals at 485 Madison in winter of 2011-

2012. We now service both of these machines for them.

We also installed and service their York Magnetic bearing centrifugal chillers at their $880\ 3^{rd}$ Avenue location as well.

Arthur Whitmarsh

Associate Director of Property Management for Sage Realty Corp Office #212-7592960

We have serviced and rebuilt Carrier Turbine Centrifugals at Sage Realty each winter at their 437 Madison and 777 3rd Avenue buildings for the past 25+ years. These turbines are original to each building dating back to the 1960s.

Matco Service Corp.

Peter Clabby – Managing Director Jack Resnick & Sons New York, NY (212) 421-1300 / <u>PClabby@Resnicknyc.com</u>

Projects:

Matco holds multiyear service contracts in portfolio of buildings:

485 Madison Avenue NY, NY

-Replaced (2) 400-ton Absorption chillers with centrifugal chillers.

880 Third Avenue NY, NY

-Replaced (1) 500-ton Absorption chiller with 1-magnetic bearing centrifugal.

Bob Smith - Director of Maintenance and Facilities

Glenwood Management

New Hyde Park, NY

(718) 343-6400 / <u>BSmith@GlenwoodNYC.com</u>

Projects:

Matco holds multiyear service contracts in portfolio of buildings:

300 East 56th Street NY, NY

-Replaced (1) 500-ton absorption chiller.

301 East 75th Street NY, NY

-Replaced (1) 300-ton absorption chiller with (1) York absorber.

Richard Leddy - Director of Project Engineering

Hofstra University

Hempstead, NY

(516) 463-5005 / Richard.S.Leddy@Hofstra.edu

Projects:

Matco has serviced all chillers on the campus for decades.

Campus Central Power Plant Hempstead, NY

-Replaced (1) 1000-ton Absorption chiller with (1) York centrifugal chiller.

Chris Grey- Manager of Project Development

American DG Energy Inc.

Waltham, MA

(917) 648-2228 / cgrey@americandg.com

Projects:

Doral Arrowwood C.C. Purchase, NY

-Replaced (2) 350-ton gas fired absorbers and install 2-York centrifugal chillers.

Doubletree Hotel Times Square. NY, NY

-Replaced (2) 500-ton gas fired absorbers and install 2-York centrifugal chillers.

Stevens College Hoboken. NJ

-Replaced (1) 350-ton high pressure steam absorber and install gas fired Techogen chiller.

-Installed (1) 170-ton rooftop chiller and an 80-ton rooftop chiller.

Matco service corp.

Paul McGrath – Sr. Director of Field Operations Siemens Health Tarrytown, NY (914) 631-0475 / <u>Paul.McGrath.ext@Siemens.com</u> Projects:

r rojecis:

Mateo has serviced this facility for many years.

- -Replaced (2) 500-ton steam absorbers and install 2-York absorption chillers.
- -Replaced (1)-1000 ton Marley cooling tower.

Howard Schor - Chief Operating Officer

Treeline Companies

Garden City, NY

(516) 837-8000 / Howard.Schor@Treelinecompanies.com

Projects:

Matco holds multiyear service contracts for portfolio of buildings.

205 Montague Street Brooklyn

-Replaced BAC cooling towers.

100 Garden City Plaza

-Replaced Marley cooling towers.

Franklin Ave Complex

-Replaced 20-custom package rooftop units.

Arthur Whitmarsh – Associate Director of Property Mgmt. & Chief Engineer Sage Realty Corp.

(212) 758-0437 / AWhitmarsh@SageRealty.com

Projects:

Matco holds multiyear service contracts for portfolio of buildings.

320 West 13th St. NY, NY

-Replaced BAC cooling towers and pumps.

Raymond Cardinale - Project Manager

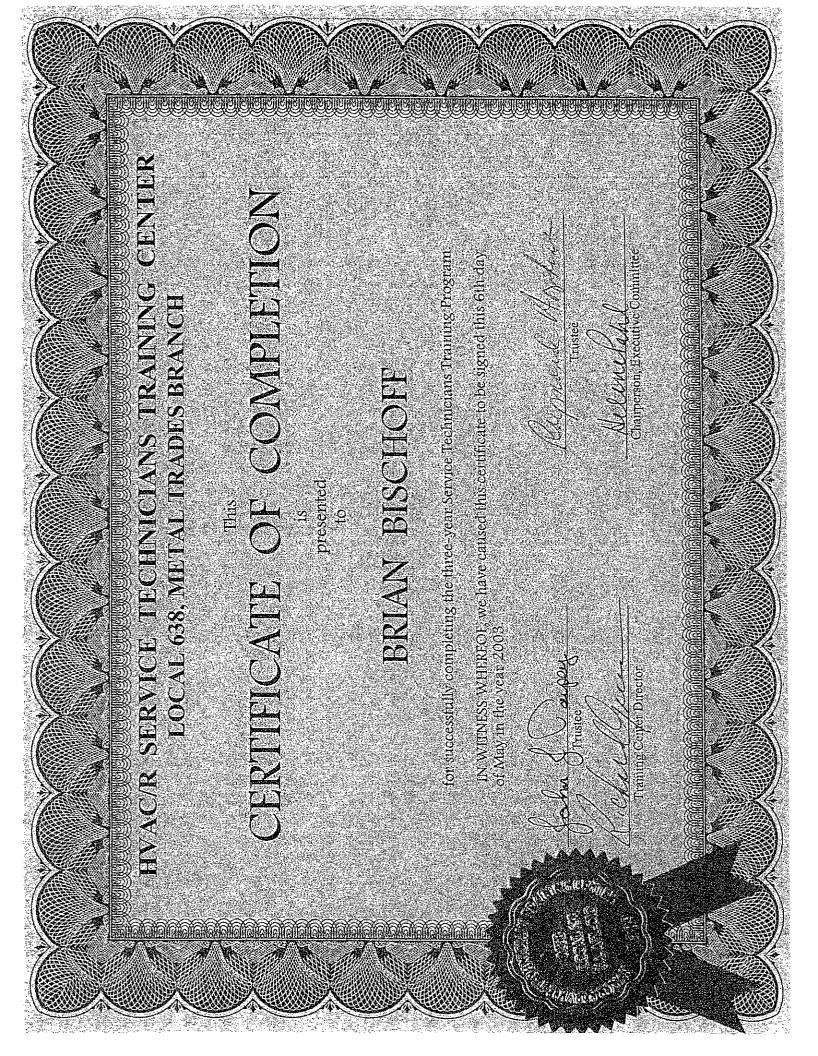
Rose Associates

(212) 328-5523 / RCardinale@Rosenyc.com

Projects:

21 West St. NY, NY

-Replaced evaporative cooling towers, heat exchangers and pumps.



Lexisticate of Excellence

This document certifies that

BRIAN BISCHOFF

has successfully completed the

Basic Service Training Course

m/091 25, 2015

Date of Completion

Junfold TURBOCOR

Technical Service Supervisor



awards this

Certificate of Achievement

Brian Bischoff

for completing all the requirements of the

Centrifugal Fundamentals

09/09/02 - 09/13/02

Goog Lliber

Mahal Lituation

Edward P. Mangano COUNTY EXECUTIVE



Robert Cleary Director of Procurement Compliance

OFFICE OF PURCHASING

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

AMENDMENT NO. 1

FORMAL SEALED BID NO: 91036-02088-011

FOR:

CENTRAL AIR CONDITIONING SERVICE

ISSUED:

January 18, 2018

OPENING:

February 8, 2018

TO ALL BIDDERS:

- 1) Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:
 - A) Bidders Walk Through Clause on page 36 should read:

BIDDERS WALK THROUGH: A one-time compulsory bidders conference will be held on January 25, 2018 beginning at 9:00 a.m. at 1 West Street, North Entrance, Mineola, NY 112501 A one-time compulsory comprehensive walk through of all locations will be conducted immediately following the bidders conference with the appropriate facility representatives at each location. All bidders shall be required to be present at on the specified date at 9:00 a.m. A sign-in sheet will be provided and become part of the bid. If any bidder's signature is omitted from the sheet his bid shall be disqualified. All bidders are required to attend the conference and complete the entire walk through.

- 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

Michael Schlenoff Director of Purchasing

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Secretary

Edward P. ManganoRobert Cleary
COUNTY EXECUTIVE Director of Procurement

OFFICE OF PURCHASING 1 West Street

Mineola, NY 11501 (516) 571-7720



Compliance

Fax (516) 571-4263

AMENDMENT NO. 2

FORMA-SEA-ED BID to: 9103602088-011

FOR:

CENTRAL AIR CONDITIONING SERVICE

ISSUED:

January 29, 2018

OPENING:

February 8, 2018

TO ALL BIDDERS:

1) Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:

A) Pages 48, 49 and 50 have been replaced and uploaded to the Bid Board as:

Amendment No. 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

Michael Schlenoff
Director of Purchasing

2. Family Court— 1200 Old Country Road, Westbury

777

Secretary

Client#: 768738 MATCOSER1

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/23/2018

\$1,000,000

PERSONAL & ADV INJURY

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

01/01/2017 Continuous Statutory

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

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 333 Earle Ovington Blvd., Suite		77 727-5171
800	INSURER(S) AFFORDING COVERAGE	NAIC #
Uniondale, NY 11553	INSURER A : Harleysville Insurance Company	23582
NSURED	INSURER B : Harleysville Worcester Ins Co	26182
Matco Service Corp.	INSURER C : The Guardian	64246
584 Mineola Avenue Carle Place, NY 11514	INSURER D : Harleysville Insurance Co of NY	10674
	INSURER E :	
	INSURER F:	
COVERAGES CERTIFICATE NUM	IBER: REVISION NUMBER:	

	7 THI WILL	4-1111						
7	THIS IS TO CERTIFY THA	T THE POLICIES C	F INSUE	RANCE LISTED BELOW HAVE BEE	NISSUED TO	THE INSURED	NAMED ABOVE FOR THE	POLICY PERIOD
				IT, TERM OR CONDITION OF ANY				
				THE INSURANCE AFFORDED BY 1				ALL THE TERMS,
				. LIMITS SHOWN MAY HAVE BEE			MS.	
NS TR	TYPE OF INSUF	AD AD	DLSUBR SR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENER.	AL LIABILITY		MPA00000068234F	07/31/2017	07/31/2018	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE	X occur					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	X Contractual Lia	<u>b.</u>	l				MED EXP (Any one person)	s15.000

\$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE X PRO-JECT \$2,000,000 PRODUCTS - COMP/OP AGG OTHER: 07/31/2017 07/31/2018 COMBINED SINGLE LIMIT \$1,000,000 AUTOMOBILE LIABILITY BA00000016438L D BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS NON-OWNED ALL OWNED AUTOS BODILY INJURY (Per accident) \$ PROPERTY DAMAGE Х HIRED AUTOS AUTOS (Per accident) UMBRELLA LIAB 07/31/2017 07/31/2018 EACH OCCURRENCE В CMB00000016715L Х X OCCUR \$5,000,000 EXCESS LIAB AGGREGATE \$5,000,000 CLAIMS-MADE DED | X RETENTION \$10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE #4583, S/B #97538-04067-038, Lease of Golf Carts and Maintenance and Repair Service.
The General Liability, Automobile Liability and Umbrella Liability policy include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

009888440000

CERTIFICATE HOLDER	CANCELLATION
County of Nassau Office of Purchasing 1 West Street, North Entrance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Mineola, NY 11501	AUTHORIZED REPRESENTATIVE

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(Mandatory In NH)

Disability

If yes, describe under DESCRIPTION OF OPERATIONS below

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ 112044301 KEEVILY,SPERO-WHITELAW INC. 500 MAMARONECK AVENUE HARRISON NY 10528



SCAN TO VALIDATE AND SUBSCRIBE

POLICYHOLDER

MATCO SERVICE CORP 584 MINEOLA AVENUE CARLE PLACE NY 11514 CERTIFICATE HOLDER

COUNTY OF NASSAU
OFFICE PURCHASING
1 WEST ST, NORTH ENTRANCE
MINEOLA NY 11501

	POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
i	G 728 629-7	622334	11/01/2017 TO 11/01/2018	4/23/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 728 629-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://www.nysif.com/cert/certval.asp. The New YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR INSURANCE FUND UNDERWRITING

FORMAL BID RECOMMENDATION



BID NUMBER: 91036-02088-011

<u>OPEN</u> : February 8, 2018

TITLE: CENTRAL AIR CONDITIONING SERVICE

DATE: April 19, 2018

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.

D (A "140 0040		Bid Results
Date: April 19, 2018 To: Supervisor From: Buyer: Mary Hoeflinger	Items	Bidder
List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated	All	Recommend an award be given to Matco Service Corp. as the lowest responsible bidder meeting specifications and terms.
on the reverse side of this page.		
may Hosluge		
Guyer ()		
Date:		
To: Director From: Supervisor		
Concur Disagree (See Reverse)		
Date: 4/19//8		
To: Buyer From: Director		
Approved for Award		
Hold award pending discussion		
Yes Subject to Legislature Approval		
Director		



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election 1 ending on the date of this disclosure, or (by years prior to the date of this disclosure are campaign committees of any of the follow committees of any of the	rs of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and a), beginning April 1, 2018, the period beginning two ad ending on the date of this disclosure, to the ring Nassau County elected officials or to the campaign ae following Nassau County elected offices: the County aller, the District Attorney, or any County Legislator?
No.	
1-	
 VERIFICATION: This section must be Vendor authorized as a signatory of the fit 	ne signed by a principal of the consultant, contractor or rrm for the purpose of executing Contracts.
The undersigned affirms and so swears th statements and they are, to his/her knowle	at he/she has read and understood the foregoing edge, true and accurate.
<u>identified above were made freely and wi</u>	rms that the contribution(s) to the campaign committees thout duress, threat or any promise of a governmental
benefit or in exchange for any benefit or i	remuneration.
Dated: 4/26/18	Vendor: Matca Sevice Corp.
	Print Name: James Tumsi
	Title: CCO
	The state of the s