

### Nassau County Shared Services, Office of Purchasing

# Staff Summary A-11-2021

Department:	B # 3601	le & Acces: 0-04090-0:			Date: Jar	nuary 8, 2021		
	Departme			ces	Vendor Na	ame: Taub's C	arpet & Tile	
Department H			Gallucc	ei .	Contract 1	Number: A-11	-2021	
Department H	ead Signa <u>人人の</u>	Ball	uc	ai .	Contract 1	Manager Name	Carpet & Tile  1-2021  al Approvals  Date & Approval Init.  County Atty.  Accessories for multiple  au County Bid Solicitation  _7_ Small Business	
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То	Date	Approval	Info	Other	Date &	Approval	Date &	Approval
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Rules Comm					pa/	Budget	1/20/2/	County Atty.
Full Leg						Deputy C.E.	The abo	County Exec.
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#### COUNTY OF NASSAU

#### INTER - DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-11-2021

FROM:

MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE:

January 8, 2021

**SUBJECT:** RESOLUTION—THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE BLANKET PURCHASE ORDER IN THE AMOUNT OF THREE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$3,275,000.00) ON BEHALF OF MULTIPLE NASSAU COUNTY AGENCIES TO TAUB'S CARPET & TILE WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE FOR F&I CARPET/TILE & ACCESSORIES

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

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

VB: gb

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



#### RULES RESOLUTION

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES, AND TAUB'S CARPET & TILE.

2021

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 36010-04090-051 for F&I Carpet/Tile and Accessories for Various Nassau County Agencies, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that <a href="Taub's Carpet & Tile">Taub's Carpet & Tile</a> submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with Taub's Carpet & Tile..



### **COUNTY OF NASSAU**

## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a princip signatory of the firm for the purpose of executing Contracts.	
The undersigned affirms and so swears that he/she has rea his/her knowledge, true and accurate.	nd and understood the foregoing statements and they are, to
The undersigned further certifies and affirms that the contril made freely and without duress, threat or any promise of a remuneration.	oution(s) to the campaign committees identified above were governmental benefit or in exchange for any benefit or
Electronically signed and certified at the date and time indic Michael Giannini [MIKE2118@AOL.COM]	eated by:
Dated: 09/18/2020 04:41:34 PM	Vendor: Taubs Carpet & Tile
	Title: President

Page 1 of 1

YES

NO [



### **COUNTY OF NASSAU**

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term person or organization retained, employed or designated by any client to influence - or proposed to the Open Space and Parks Advisory Committee and Planning Commission. Sufficient to, requests for proposals, development or improvement of real property subject to procurements. The term "lobbyist" does not include any officer, director, trustee, employed County of Nassau, or State of New York, when discharging his or her official duties.	romote a matter before - mmittees, including but not uch matters include, but are not o County regulation,
County of Nassau, or State of New York, when discharging his or her official duties.	-
Nassau County, its agencies, boards, commissions, department heads, legislators or con limited to the Open Space and Parks Advisory Committee and Planning Commission. Su limited to, requests for proposals, development or improvement of real property subject to	mmittees, including but not uch matters include, but are no o County regulation,

None
2. List whather and where the negon/aggreeignting is registered as a labelist (s. g. Ness, 2001).
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
None
2. Name address and talenhane number of alient(s) burnlans an arrivbase belief the left the left in
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
None
4. Describe lobbying activity conducted or to be conducted in Nessey County, and identify altertial for each activity.
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.
None
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
- The harms of persons, organizations of governmental entitles belone when the lobbyist expects to lobby.
None

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. Has the lobbyist/lobbying organization or any of the New York State Election Law in (a) the period (b), beginning April 1, 2018, the period beginning this disclosure, to the campaign committees of any committees of any candidates for any of the follow Clerk, the Comptroller, the District Attorney, or any	beginning April 1, 2016 and two years prior to the date by of the following Nassau Fing Nassau County electer	nd ending on the date of this disclosure, or of this disclosure and ending on the date o County elected officials or to the campaign
YES NO X If yes, to what campa	aign committee? If none,	you must so state:
I understand that copies of this form will be sent to be posted on the County's website.	the Nassau County Depa	artment of Information Technology ("IT") to
I also understand that upon termination of retainer Attorney within thirty (30) days of termination.	, employment or designat	ion I must give written notice to the County
VERIFICATION: The undersigned affirms and so statements and they are, to his/her knowledge, tru	swears that he/she has re le and accurate.	ad and understood the foregoing
The undersigned further certifies and affirms that t made freely and without duress, threat or any prorremuneration.	the contribution(s) to the contribution(s) to the contribution(s)	campaign committees listed above were enefit or in exchange for any benefit or
Electronically signed and certified at the date and Michael Giannini [MIKE2118@AOL.COM]	time indicated by:	
Dated: _10/19/2020 03:51:43 PM	Vendor:	Taubs Carpet & Tile
	Title:	President
	•	

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 ratemaking 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.

PAGE:

### **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

Principal Date of bi Home add	rth: 10/29/1963				······································
City: Country:	syosset US	State/Province/Territory:	NY	Zip/Postal Code:	11791
Business		rpet & tile corp			
City: Country	FRANKLIN SQUARE US	State/Province/Territory:	NY	Zip/Postal Code:	11010
Telephon		701811			10 Th
-		pstead tpke			_
City: Country:	franklin square US	State/Province/Territory:	NY	Zip/Postal Code:	11010
Telephon	e: 5164375100	W - W - W - W - W - W - W - W - W - W -			14 m
List of oth	er addresses and telephone n	umbers attached			
Positions	held in submitting business ar	nd starting date of each (checl	k all ap	plicable)	
President	08/15/1990	Treasurer	•	,	
Chairman	of Board	Shareholder			· · · · · · · · · · · · · · · · · · ·
Chief Exe	c. Officer 08/15/1990 ancial Officer	Secretary Partner			
Vice Pres (Other)		Faither			
Do you ha	ive an equity interest in the bu	siness submitting the question	nnaire?	<b>)</b>	
	X NO If Yes, prothe owner of the corporation 10	ovide details.			
1es i ani i	ne owner or the corporation in	oo percent		1	
	any outstanding loans, guarar				
contribution	on made in whole or in part be		submitti	ng the questionnaire?	?
150	NO X If Yes, pro	ovide details.	·-		
				,	
	past 3 years, have you been the one submitting the questi		any bu	siness or notfor-profit	organization
		ormane? ovide details.			
	kaway Pky Associates				

Page 1 of 5

		ini Associates
		ini Realty s Windows & Doors
	Tauba	Williams & Dools
_		
6.	Has a	ny governmental entity awarded any contracts to a business or organization listed in Section 5 in the past swhile you were a principal owner or officer?
	YES	NO X If Yes, provide details.
		The first of provide details.
•		
NOTE	∵ ∆n aff	firmative answer is required below whether the constion erose outeractically, by an artist of law, an area
result	of any	firmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you
need i	more sp	pace, photocopy the appropriate page and attach it to the questionnaire.
_		
7.	In the	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 ch you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?
		YES NO X If yes, provide an explanation of the circumstances and corrective action
		taken.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts
		cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action
		YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	C.	Been denied the award of a contract and/or the enpertunity to hid on a contract including but not
	U.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
		YES NO X If yes, provide an explanation of the circumstances and corrective action
		taken.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action
		pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
		YES NO X If yes, provide an explanation of the circumstances and corrective action
		taken.

years initia YES all qu	year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever ted?  NO X If 'Yes', provide details for each such instance. (Provide a detailed response testions check "Yes". If you need more space, photocopy the appropriate page and attached it to the tionnaire.)
a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective actitaken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective actitaken.
C.	Is there any administrative charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective actitaken.
d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other can element of which relates to truthfulness or the underlying facts of which related to the conduct obusiness? Y YES NO X If yes, provide an explanation of the circumstances and corrective activaten.
e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO X If yes, provide an explanation of the circumstances and corrective activaten.
f.	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO X If yes, provide an explanation of the circumstances and corrective act

10.	In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.
11.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.
12.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
13.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.  I, Michael Giannini , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.
I, Michael Giannini , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional
items contained in this form; 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 form; 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 form as additional
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.
Taubs Carpet & Tile
Name of submitting business
Electronically signed and certified at the date and time indicated by: Michael Giannini [MIKE2118@AOL.COM]
Pres
Title
09/18/2020 04:35:14 PM
Date

### **Business History Form**

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

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

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

								•	
e:	10/19	9/2020							
Pro	oposer's	Legal Name:	Taubs Ca	pet & Tile				• • • • • • •	
Ad	dress o	f Place of Business	893	Hempstead Tpk	(e				
Cit	ty:	Franklin Square		_ State/Province	e/Territory:	NY	Zip	/Postal Code:	11010
Co	ountry:	US							
		ldress (if different):							
Cit									
Co	ountry:								
Ph	none:								
Do	es the b	ousiness own or rer						r, please provi	
		D. Number: <u>11-30</u> ser is a: Corpora	•						
Do YE	· · · · · · · · · · · · · · · · · · ·	business share office NO X If y	ce space, s		ent expense	s with an	y other bu		
Do YE		business control on		other businesse provide details:					arridana.
L									

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10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  YES NO X If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
11)	Has the proposer, during the past seven years, been declared bankrupt?  YES NO X If yes, state date, court jurisdiction, amount of liabilities and amount of assets
4.03	
12)	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
13)	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  YES NOX If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
14)	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending?  YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	b) Any misdemeanor charge pending? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an Page 2 of 6 Rev. 3-2016

	YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  YES NOX If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
15)	In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
16)	For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.
17	Conflict of Interest:  a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  No conflict exists
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  No conflict exists
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  No conflict exists
	The state of the s

	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.
		All present and possible new employees are required to fill out questionnaires that pertain to weather or not they have friends or family that work or have worked in the local governments of Nassau or Suffolk county. We also check New York City, State or Federal Government. This is how we monitor this area
<b>4</b> .	expe	de a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive rience in your profession. Any prior similar experiences, and the results of these experiences, must be tified.
	Have YES	e you previously uploaded the below information under in the Document Vault?  NO X
	Is the	e proposer an individual?  NO X Should the proposer be other than an individual, the Proposal MUST include:
	i)	Date of formation; 07/23/1990
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
	•	Michael Giannini 90 Rodeo Drive Syosset New York 11791 Owner
Vo ir	ndividua	els with a financial interest in the company have been attached
	iii)	Name, address and position of all officers and directors of the company. If none, explain.  Michael Giannini 90 Rodeo Drive Syosset New York 11791
vo o	fficers a	and directors from this company have been attached.
	iv)	State of incorporation (if applicable); NY
	v)	The number of employees in the firm; 15
	vi)	Annual revenue of firm; 2900000
	vii)	Summary of relevant accomplishments
		This business has been with my family from the middle 60's . I have been working in the flooring business since i was 15 . I currently have contracts with The State of New York, The City of New

York, Suffolk water Authority. Taubs also has many different Contractors that we perform flooring work for on a commercial and residential evironment.

viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: Taubs Nassau County License.pdf

B. Indicate number of years in business.

30

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

TAUBS HAS BEEN ON THE NASSAU COUNTY CONTRACT IN THE PAST AND PROVIDED EXCELLENT SERVICE TO ALL OF THE AGENCIES THAT USE IT.

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

Company	NYS OFFICE FOR PEOPLE WITH	DEVELOPMENTAL DISABILIT	TES
Contact Person	NICK MONTE		
Address	80-45 WINCHESTER BLVD		
City	QUEENS VILLAGE	State/Province/Territory	NY
Country	US		
Telephone	(631) 371-6318		
Fax #			
E-Mail Address	NICHOLAS.J.MONTE@OPWDD.N'	Y.GOV	

Company	CIAMPA ORGANIZATION		
Contact Person	JOE CIAMPA		
Address	241-02 NORTHERN BLVD		
City	DOUGLASTON	State/Province/Territory	NY
Country	US		
Telephone	(718) 939-4888		
Fax#			
E-Mail Address	JACKIE@CIAMPAORGANIZATIO	N.COM	

Company	NEW YORK POLICE DEPT			
Contact Person	BRENDAN GIBBONS			
Address	59-06 LAUREL HILL BLVD			
City	WOODSIDE	State/Province/Territory	NY	
Country	US	_		
Telephone	(917) 417-3153			
Fax #				
E-Mail Address	BRENDAN.GIBBONS@NYPD.ORG			

I, Michael Giannini		, hereby acknowledge that a materially false statement
		ay result in rendering the submitting business entity and/or
any affiliated entities non-responsib	ole, and, in addition, may	y subject me to criminal charges.
knowledge, information and belief; the submission of this form; and that	that I will notify the Cou at all information supplie ounty will rely on the info	, hereby certify that I have read and understand all the te answers to each item therein to the best of my nty in writing of any change in circumstances occurring aftered by me is true to the best of my knowledge, information ormation supplied in this form as additional inducement to
CERTIFICATION		
QUESTIONNAIRE MAY RESULT I	IN RENDERING THE SI NT BID OR FUTURE BII	RAUDULENTLY MADE IN CONNECTION WITH THIS UBMITTING BUSINESS ENTITY NOT RESPONSIBLE DS, AND, IN ADDITION, MAY SUBJECT THE PERSON GES.
Name of submitting business:	taubs carpet & tile co	гр
Electronically signed and certified a MICHAEL GIANNINI [MIKE2118@.		cated by:
president		
Title		
10/19/2020 05:07:24 PM		
Date		

# THE COUNTY OF NASSAU OFFICE OF CONSUMER AFFAIRS 240 OLD COUNTRY ROAD, MINEOLA N.Y. 11501

ne well

Telephone 571-3871

The Issuance and retention of this license is contingent upon the licensee's compliance with the laws of The State of New York and the County of Nassau, the rules and regulations of the Office of Consumer Affairs, and the rules and regulations of all other New York State and Nassau County agencies, now in effect or which may hereafter be enacted.

LICENSE FOR

TP 11/30/2008

LICENSE NO.

H1505460000

FLOUR INSTALLATION & REFINISHING

DATE OF ISSUE EXPIRATION DATE

12/61/2018

TAUBS CARPET & TILE CORP 893 HEMPSTEAD TPKE

FRANKLIN SQUARE

Y 11010

MISSIONEF

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

DOES NOT CONSTITUTE A PLUMBING OR ELECTRICAL LICENSE

### COUNTY OF NASSAU

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

1. Naı	ne o	f the Entity:	Taubs carp	et & tile corp				
Addre	ss:	893 Hem	pstead Tpke					
City:	_Fı	ranklin Squ	are	State/Provi	nce/Territory:	NY	Zip/Postal Code:	11010
Count	ry:	US						10.07
2. Ent	ity's	Vendor Ide	ntification Numb	oer: <u>11-3023789</u>				40.
3, Тур	e of	Business:	Other	44,444	(specify)	S corp		
body, office	all p rs of	artners and limited liab	l limited partners ility companies (	s, all corporate off (attach additional :	icers, all partie	s of Joint '	ne Board of Directors or Ventures, and all membe	comparable ers and
	` ,	•	chael Giannini o					
•	•		en attached to this					
individ 10K id	dual, n lieu	, list the indi		ders/partners/men			rm. If the shareholder is Corporation, include a co	
1 File	e(s) ı	uploaded M	ichael Giannini	ownership.wps				
No si	nareh	nolders, men	ibers, or partners	have been attached	d to this form.			
"None	e"). <i>F</i> rmar	Attach a sep nce of this c	parate disclosure contract. Such di	e form for each aff	filiated or subs updated to inc	idiary com lude affilia	red on line 1. above (if neperore part that may take part ted or subsidiary compare	in the
None								
"None to infl legisl Comp prope	e." Tuendators ators nissi	he term "lol ce - or prom s or commit ion. Such m subject to C	obyist" means and note a matter be tees, including b natters include, b ounty regulation	ny and every pers fore - Nassau Cou out not limited to th out are not limited n, procurements. T	son or organiza unty, its agenc ne Open Spac to, requests fo The term "lobby	ation retain ies, boards e and Park or proposa yist" does i	, pre-bid, bid, post-bid, e ed, employed or designa s, commissions, departm ss Advisory Committee a ls, development or impro not include any officer, d en discharging his or he	ated by any clier ent heads, nd Planning evement of real irector, trustee,
		Are the	ere lobbyists inv	olved in this matte	er?			
		(a) Na None	me, title, busine	ss address and te	elephone numb	er of lobby	yist(s):	

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

	(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
	None
	•
8. VERIFICA signatory of t	TION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a the firm for the purpose of executing Contracts.
	ned affirms and so swears that he/she has read and understood the foregoing statements and they are, to ledge, true and accurate.
	/ signed and certified at the date and time indicated by: nnini [MIKE2118@AOL.COM]
Dated:	10/19/2020 04:04:55 PM

τ

Title:

None

President

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

# **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

BUYER VIVIAN C. CROWLEY TELEPHONE 516-571-4047 BID NUMBER 36010-04090-051

Dated: 3/19/2020

BID OPENING DATE APRIL 9, 2020 11:00 A.M. E.D.S.T.

OFFICE OF TURBURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

**BID TITLE:** 

F&I CARPET/TILE AND ACCESSORIES

APH 3 b

2020

• ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE CHECKIED 11 A

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

**CASH DISCOUNT OF** 

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

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

DELIVERY MADE TO: VARIOUS NASSAU COUNTY LOCATIONS	GUARANTEED DELIVERY DATE  DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER

TOLL FREE TELEPHONE NUMBER: BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER TAUBS CARPET & TICE

ADDRESS & STATE OF AUTHORIZED INDIVIDUAL

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.
- 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 of 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 tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
- 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.
- (h) That all deliveries will not be inferior to the accepted bid sample.
- 23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 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.
- The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
- 26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

36010-04090-051

# **DISCLOSURE STATEMENT**

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.  Bidders Name:
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.
<ol> <li>Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.</li> </ol>
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.

### **FORMAL SEALED BID PROPOSAL**

36010-04090-051

	/ /	QUALIFICATION STA	ILEMENI I I I		
	TAUBS (	LARPET T	-TI/e_		
ADDRESS: 89	3 Hemps 7	cool Alre	F.S.	NY	1010
1. STATE WHETHER	: CORPORATION	IND	IVIDUAL	_ PARTNER	SHIP
2. IF A CORPORATION PRESIDENT	ON OR PARTNERSHIP L	IST NAME(S) AND ADD	RESS(S) OF OFFICE	R(S) OR MEMBE	R(S)
VICE PRESIDENT	7,				
SECRETARY					
TREASURER					
3. HAVE YOU FILED IF SO WHEN?	A QUALIFICATION STA	ATEMENT WITH THE CO	DUNTY OF NASSAU?	yes	
4. HOW MANY YEAR	S HAS YOUR ORGANIZ	ZATION BEEN IN BUSINE	ess under your pi	RESENT NAME?	30 m
5. HAVE YOU, OR YOU IF SO, WHERE AN	OUR FIRM, EVER FAILE ND WHY?	ED TO COMPLETE ANY W	VORK AWARDED TO	YOU?	10
sheet vinx	L ceramic		CPORY	Tre	ple,
OF THIS BID?	PRIENCE OF THE PRI	NCIPAL INDIVIDUALS O	F YOUR ORGANIZAT	ION RELATING	TO THE SUBJE
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE A	K	IN WHAT CAPACITY
/		A V. A			
chael Gipsa	IN DUN	er 10 yps	All Fu	nations	100
chael Ginna			•		
chael Ginna		ED THIS PROPOSED WO	•		
chael Ginna			•		
chael Ginna			•		
8. IN WHAT MANNED TABS LA The Al CONTY	R HAVE YOU INSPECTE  AST JOX,  APPT WIT		ork? EXPLAIN IN DI ch cont presents AU (ou	TAIL CAS LOS NX	100 For

# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

BIDDER SIGN HERE \_\_\_

#### FORMAL SEALED BID PROPOSAL

36010-04090-051 9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE

NAME AND PRESENT POSITION
michael Gindwini -OWNER
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: NYS OFFICE OF people w / Disability ADDRESS:
TELEPHONE 631-371-6318 CONTACT PERSON NICK MONTE CONTRACT DATE: ONGOING STATE CONTINET FOR
- past 25 years
2. REFERENCE'S NAME: ONE Police Place Nypp  ADDRESS:
TELEPHONE: 917-417-3153 CONTACT PERSON ANThony Cenderman CONTRACT DATE:  ONGO, NS NYC ROOU, rements contract
- Jose Tre flast 30 x 10
ADDRESS:  Ciampa Organization
TELEPHONE: 218 939-4888 CONTACT PERSON JOE CIANGE OR JACKE CONTRACT DATE:  VARIOUS TYPES OF TILE, CARPIT &
wood jobs in building owned by CiAMA
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

#### FORMAL SEALED BID PROPOSAL

36010-04090-051

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.

<b>ALL BIDS MUST BE F.</b>	<u>O.B. DESTINATION AND INCLUDE DELIVERY W</u>	ITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	Men	Dres
	BIDDER	// TITLE

# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

#### FORMAL SEALED BID PROPOSAL

36010-04090-051

### IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursual persons	nt to General Municipal Law Section 103-g, which genera s engaged in investment activities in the energy sector of	lly prohibits the County from entering into contracts with Iran, the Bidder submits the following certification:
PLEAS	SE CHECK ONE:	
	By submission of this Bid, I certify, and in the case of a to its own organization, under penalty of perjury, that to that the Bidder is not on the list created pursuant to par 165-a of the State Finance Law.	the best of my knowledge and belief,
OR		
	I am unable to certify that the Bidder does not appear of to paragraph (b) of subdivision 3 of Section 165-a of the signed statement setting forth in detail why I cannot so	e State Finance Law. I have attached a
Dated:	Y-27-20	(Signature of Bidder)  Print Name: Michael Giannini  Print Title: Mrs

36010-04090-051

#### Appendix EE

### EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
  - (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
  - (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
  - (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
  - (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
  - (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
  - (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
  - (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

#### FORMAL SEALED BID PROPOSAL

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- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
  - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

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

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

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

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

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

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

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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

#### FORMAL SEALED BID PROPOSAL

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

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

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

<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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#### FORMAL SEALED BID PROPOSAL

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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.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

#### **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.

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#### REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN DESKTOP:3445712403627;

- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
- d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the <u>Lobbyist Registration and Disclosure Form</u>, completed and verified by that individual/organization.

#### **PLEASE NOTE:**

If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor
Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and
have been recertified within three (3) months prior to the bid opening date. The bidder must
also ensure that their response to question 7, and its subparts, on the Consultant's,
Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation

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#### REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract

document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing**, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

#### Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Administrative Fee
\$0
\$160
\$266
\$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

#### Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All 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 Ordinance # 72-2014.

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Delivery to be made

all deliveries.

#### **FORMAL SEALED BID PROPOSAL**

36010-04090-051

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

**SCOPE:** It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing:

# F & I CARPET, TILE AND ACCESSORIES

**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.

**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.

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

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

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

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

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

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

NO PARTIAL PAYMENTS WILL BE PAID.

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

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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

#### FORMAL SEALED BID PROPOSAL

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I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

Michael Giasniri	4-27-20
CLAIMANT NAME	DATE
It a	Res
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

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

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

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

Claimant Name

Date

By Signature

Title

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

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

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

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

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

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

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

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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVE	RY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

#### FORMAL SEALED BID PROPOSAL

36010-04090-051

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

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

BIDDER SHALL STATE WARRANTY PERIOD:	
NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full that point.	term from
BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:	

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

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

#### 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.

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- c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.
- d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:
- i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
- ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.
- iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.
- iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

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

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.

**FIRM PRICES:** Prices will be firm for a period of **ONE (1) year** from the issuance of the Blanket Order and no changes will be allowed. If prices are increased or decreased by the manufacturer after **365 days**, the vendor may apply to the Director of Purchasing for permission to increase his prices. The request will be considered only if accompanied by documentary evidence of the necessity for increased prices. If the Director of Purchasing accepts the request, the Blanket Order will be amended accordingly.

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

PRICE PROTECTION: Bidders are requ	uired to state period of price p	protection (in terms of days) after the bid opening.
STATE PRICE PROTECTION P	PERIOD:	DAYS AFTER BID OPENING
merely estimated quantities based on exp	perience and are given for info	stimated annual dollar value, when indicated, are ormation purposes only. The County will not be lantity to be ordered will be such as may be actually

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.			
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required by the respective County Department's during the period specified. Additional quantities of any items or

quantity specified therein may be ordered during the period of the Blanket Order at the prices indicated.

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

#### **DISCLAIMER**

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

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

**VENDOR RESPONSIBILITY CRITERIA**: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the 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.

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

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

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

ITEMS OF THE "SAME" OR "SIMILAR" NATURE MAY BE ADDED TO THIS CONTRACT BY AMENDMENT.

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# **MANUFACTURER'S CERTIFICATE**

# THIS IS TO CERTIFY: That we manufacture the commodities specified in the attached bid schedule: That the address of the manufacturing plant is: Broadloom manufacturing: 818 J&J Drive, Dalton, GA 30721 Modular and Kinetex manufacturing: 3368 Old Dixie Hwy. Dalton, GA 30721 Engineered Floors, LLC dba J+J Flooring Manufacturer Signature Title **FURTHERMORE:** That we authorize (Name and address of firm or individual) As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau. Engineered Floors, LLC dba J+J Flooring Manufacturer Signature Title

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

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

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

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

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

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

**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.

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.

## **BIDDERS NOTE:**

- 1) SUCCESSFUL BIDDER IS REQUIRED, UPON RECEIPT OF NOTIFICATION BY COUNTY AGENCY, TO VISIT THE SITE INDICATED, MEASURE AND FURNISH A PROFESSIONALLY PREPARED MEASURING PLAN TO CONFIRM SQUARE YARDS/SQUARE FEET NEEDED.
- 2) ALL CARPETING AND EXISTING BASE THAT IS TO BE REMOVED IS THE PROPERTY OF THE SUCCESSFUL BIDDER, UNLESS ADVISED TO THE CONTRARY BY AGENCY, IN WHICH CASE AGENCY WILL INFORM VENDOR AS TO DISPOSITION. ALL FURNITURE AND OFFICE EQUIPMENT EXCEPT COMPUTER RELATED EQUIPMENT SHALL BE MOVED AND REPLACED AS REQUIRED BY SUCCESSFUL BIDDER. FILE CABINETS WITH UP TO THREE (3) FULL DRAWERS TO BE MOVED AND REPLACED BY VENDOR, MORE THAN THREE (3) FULL DRAWERS TO BE MOVED AND REPLACED BY AGENCY.
- 3) AREAS ARE TO BE VACUUMED BY SUCCESSFUL BIDDER BEFORE FURNITURE IS REPLACED. FLOORS ARE TO BE PREPARED AND PATCHED AS REQUIRED UNDER NORMAL CONDITIONS.
- 4) CARPET ADHESIVE USED MUST BE ENVIRONMENTALLY SAFE.
- 5) THE BIDDER SHALL HAVE A PERMANENT PLACE OF BUSINESS FROM WHICH CARPET IS SOLD AND SHALL HAVE IN PERMANENT EMPLOY A QUALIFIED SUPERVISOR TO DIRECT AND OVERSEE SKILLED MECHANICS FOR THE INSTALLATION.

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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

#### **FORMAL SEALED BID PROPOSAL**

36010-04090-051

- 6) SUBMIT A MANUFACTURER'S CERTIFICATE FOR EACH MANUFACTURER BID. FORM MAY BE DUPLICATED.
- 7) ALL ITEMS ARE TO BE INSTALLED VIA GLUE-DOWN METHOD.
- 8) ITEMS # 1 6 MUST BE "GREEN LABEL PLUS CERTIFIED".
- 9) ITEMS #9, 11, 12 AND 13 MUST BE ISO 14001 ENVIRONMENTAL MANAGEMENT SYSTEMS CERTIFIED AND PVC FREE.
- 10) DOLLAR VALUE OF PREVIOUS CONTRACT FIVE (5) YEARS APPROX. \$1,000,000.00.
- 11) IF NOT BIDDING "AS SPECIFIED", SUBMIT COMPLETE SPECIFICATIONS FOR EACH PRODUCT. FAILURE TO DO SO, MAY DISQUALIFY YOUR BID.

BIDDERS NOTE: THIS BID IS SUBJECT TO NYS PREVAILING WAGES ALL ITEMS ARE "OR EQUAL" FOLLOW INSTRUCTIONS ON PG.# 13

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

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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:

36010-04090-051

## NOTICE

## READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "MATERIAL SAFETY DATA SHEETS" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

# FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT DOES NOT CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

#### **CERTIFICATION:**

I HEREBY CERTIFY THAT I HAVE READ THE NASSA	AU COUNTY NOTICE, AND FURTHER O DO NOT CONTAIN ANY TOXIC SUBST	
X Signature	Mes Title	<u>///</u> /20

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COUNTY	)F NASSAU	STATE OF	NEW YORK	36010-040	000 051	
Item#	Qty.	Unit	Description	30010-040	Unit Price	Total Price
1)		SQ YD	FURNISH AND INSTALL GLUE DOWN METH J & J COMMERCIAL PULP #7607 MODULAR SHEARED LOOP, 24 OZ. OR EQUAL 24" X 24"  PRICE PER SQ. YD ALL COLORS/ ANY QU STATE MFR. AND STYLE # OFFERED:	TIP ANTITY	33.90	ile alaz
2)		SQ YD	FURNISH AND INSTALL GLUE DOWN METH J & J COMMERCIAL MESH #200 BROADLOC LEVEL LOOP, 28 OZ. OR EQUAL  PRICE PER SQ. YD ALL COLORS/ANY QU	)√i	20.50	
3)		SQ YD	STATE MFR. AND STYLE # OFFERED:  *W Cantact Momba to  FURNISH AND INSTALL GLUE DOWN METH		2802 31.00	
-,			J & J COMMERCIAL QUICK FIX #7220 MOD PATTERNED LOOP, 20 OZ. OR EQUAL 24" X 24"  PRICE PER SQ. YD ALL COLORS/ANY QUASTATE MFR AND STYLE OFFERED:	ular		
4)		SQ YD	FURNISH AND INSTALL GLUE DOWN METH J & J COMMERCIAL QUICK FIX #2826 BROWN PATTERNED LOOP, 26 OZ. OR EQUAL PRICE PER SQ. YD ALL COLORS/ANY QUA STATE MFR AND STYLE OFFERED:  AW GNT MET - CU/	ADLOOM ANTITY	21.9°	
<u>ITEM</u> #	QTY	<u>UNIT</u>	DESCRIPTION		Unit Price	
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ITEM #	QTY	<u>UNIT</u>	DESCRIPTION	Unit Price
			PRICE PER SQ YD ALL COLORS/ANY QUANTITY STATE MFR AND STYLE OFFERED:  AS JER SJEC	<b>Y</b> , .
8)		SQ YD	FURNISH AND INSTALL GLUE DOWN METHOD - FORBO FLOORING SYSTEMS FLOTEX FLOCKED RESILIENT SHEET OR EQUAL	56.00
7)		SQ FT	FURNISH AND INSTALL GLUE DOWN METHOD - FORBO FLOORING SYSTEMS MARMOLEUM MCT TO OR EQUAL - 13" X 13"  PRICE PER SQ. FT ALL COLORS/ANY QUANTITY STATE MED AND STYLE OFFERED.	
			PATTERNED LOOP, 26 OZ. OR EQUAL  PRICE PER SQ. YD ALL COLORS/ANY QUANTIT  STATE MFR AND STYLE OFFERED:  Shaw Contract Tvolst	Y
6)		SQ YD	STATE MFR AND STYLE OFFERED:  AND COMPARE - SCIPPING C  FURNISH AND INSTALL GLUE DOWN METHOD -  J & J COMMERCIAL WINDFALL #6235 BROADLOO	Tile 2602 20.90
			24" X 24"  PRICE PER SQ. YD ALL COLORS/ANY QUANTIT	Y
5)		SQ YD	FURNISH AND INSTALL GLUE DOWN METHOD ~ J & J COMMERCIAL WINDFALL #7230 MODULAR PATTERNED LOOP, 26 OZ. OR EQUAL	34.90

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9)	YD	FURNISH AND INSTALL GLUE DOWN METHOD - FORBO FLOORING SYSTEMS FLOTEX FLOCKED RESILIENT TILE OR EQUAL	6.90
		PRICE PER YD ALL COLORS/ANY QUANTITY	
		STATE MFR AND STYLE OFFERED:	
		AS PER SPEC	, ,
			</td
10)	SQ FT	FURNISH AND INSTALL KARDEAN LOOSE LAY VINYL PLANKING SERIES TWO WOOD PLANKS OR EQUAL	0.10
		PRICE PER SQ FT ALL COLORS/ANY QUANTITY	
		STATE MFR AND STYLE OFFERED:	
		As Jel Spec	
11)	SQ FT	FURNISH AND INSTALL GLUE DOWN METHOD — NORA SYSTEMS, INC NORAMENT #825 HAMMERED TILE OR EQUAL - 19.8" X 19.8"	8.50
		PRICE PER SQ FT ALL COLORS/ANY QUANTITY	
		STATE MFR AND STYLE OFFERED:	
		As Jel Sfee	
12)	SQ FT	FURNISH AND INSTALL GLUE DOWN METHOD — NORA SYSTEMS, INC NORAPLAN ENVIRONCARE OR EQUAL - 39.37' X 48" ROLL	8.65
		PRICE PER SQ FT ALL COLORS/ANY QUANTITY	
		STATE MFR AND STYLE OFFERED:	
		AS Jel Spee	
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<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	DESCRIPTION	<u>Unit Price</u>
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EM ALL BTD	<u>QTY</u> OS MUST BE	UNIT	DESCRIPTION  INSTIDU AND INCLUDE DELIZERY WITHIN DOORS UNLESS O	Unit Price
			STATE MFR AND MODEL # OFFERED:	
9)		LIN FT	FURNISH AND INSTALL ROPPE OR EQUAL 4" VINYL COVE BASE CORNERS (BLACK/BROWN/GRAY)080 GAUGE	
			STATE MFR AND MODEL # OFFERED:	
.8)		LIN FT	SAME DESCRIPTION AS ITEM #17 EXCEPT 6"	2.10
			As per spec	<b>A</b>
		* A	STATE MFR AND MODEL # OFFERED:	
.7)		LN FT	FURNISH AND INSTALL ROPPE OR EQUAL 4" VINYL COVE BASE (BLACK/ BROWN/GRAY), .080 GAUGE	1.64
.6)		SQ YD	PICK UP GLUE-DOWN CARPET	1.40
.5)		SQ YD	PICK UP TACKLESS CARPET	1.60
.4)		LB	FLOOR PREP, UNUSUAL CONDITIONS, E.G. HOLES, UNEVEN CONCRETE SLAB, DEEP/WIDE EXPANSION JOINTS. LABOR/MATERIAL PER LB	3.5°
			At fel spec	0/0
			PRICE PER LN FT ALL COLORS/ANY QUANTITY STATE MFR AND STYLE OFFERED:	
			C) 6 FT  PRICE DED IN ET ALL COLODS/ANY OLIANITITY	113.00
			A) 4 FT B) 5 FT	97.00
.3)		LN FT	FURNISH AND INSTALL GLUE DOWN METHOD – NORA SYSTEMS, INC NORAMENT GRANO STAIRTREADS OR EQUAL	

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20)	LN FT	FURNISH AND INSTALL REDUCERS BASE, VINYL 4" BLACK/BROWN	1.83
		STATE MFR AND MODEL # OFFERED:  AS A COL SAPE	le sui
21)	SQ FT	SANDING AND REFINISHING EXISTING WOOD FLOORING - TO INCLUDE SEAL AND TWO (2) COATS OF "BONA TRAFFIC WATERBASE 350 VOC OR EQUAL POLYURETHANE	4.25
		AREAS TO BE CLEARED - READY FOR REFINISHING	
		STATE MFR AND MODEL # OFFERED:	
		B per spec	
			148 00
22)	HR	LABOR RATE FOR WORK PERFORMED OTHER THAN MONDAY – FRIDAY	148.00 38.70
23)	SQ YD	FURNISH AND INSTALL GLUE DOWN METHOD BENTLEY FARRAGO 4DLT6, BROADLOOM, TEXTURED LEVEL LOOP, 28 OZ OR EQUAL	38.70
		PRICE PER SQ. YD ALL COLORS/ANY QUANTITY	
		STATE MFR AND STYLE OFFERED:	
		AS pel spec	
24)			44.35
24)	SQ YD	FURNISH AND INSTALL GLUE DOWN METHOD BENTLEY FARRAGO 4DLT6, MODULAR, TEXTURED LEVEL LOOP, 28 OZ - 24"X24" OR EQUAL	11.00
		PRICE PER SQ. YD ALL COLORS/ANY QUANTITY	
		STATE MFR AND STYLE OFFERED:	
		As fel spec	

36010-04090-051 ITEM # **OTY** UNIT **DESCRIPTION UNIT PRICE** 30.39 25) SQ YD FURNISH AND INSTALL GLUE DOWN METHOD J&J COMMERCIAL KINETEX ACCELERATE #1813, MODULAR, LEVEL LOOP, 4.5 OZ - 24"X24" OR EQUAL PRICE PER SQ. YD. - ANY QUANTITY STATE MFR AND STYLE OFFERED: 5 pel spec 26) SQ FT **FURNISH AND INSTALL** DAL TILE CERAMIC WALL TILE STYLE NATURAL HUES #QH84, 4"X 4" OR EQUAL PRICE PER SQ. FT. - ANY QUANTITY STATE MFR AND STYLE OFFERED: to per spec 27.20 27) SQ FT **FURNISH AND INSTALL** DAL TILE CERAMIC FLOOR TILE STYLE NATURAL HUES #QH84, 12""X 12" OR EQUAL PRICE PER SQ. FT. - ANY QUANTITY STATE MFR AND STYLE OFFERED:

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

**BIDDER SIGN HERE** 

BIDDER

TITLE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2021

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 have ADDITIONAL INSURED provisions or 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).

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PRO	DUCER	-		_			CONTAC NAME:	Jenni Jenni	fer Heiser			
		Nicholas De\		inc.			PHONE IAIC, No	, Ext); (631)	509-6388	PAX (A/G, No):	(631)5	09-0099
		449 Route 25					È-MAIL ADDRES		ier@devitoag	jency.com		
		Mount Sinai,	NY 11766							DING COVERAGE		NAIC#
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<del></del>		Nassau Co	ounty Consu ountry Road IY 11501	mer	Aff	airs	SHO THE ACC	ULD ANY OF EXPIRATION	DATE THEREC TH THE POLIC	ESCRIBED POLICIES BE C OF, NOTICE WILL BE DELIV BY PROVISIONS.		
		ŕ							•	1980 - A. L.		

# **ShawContract®**

# block print tile



product type:

carpet tile

collection:

Homage

style number:

59572

construction:

multi-level pattern loop

fiber:

eco solution q® nylon

dye method:

87% solution dyed / 13% yarn dyed

primary backing:

synthetic

secondary backing:

ecoworx® tile

protective treatments:

ssp® shaw soil protection

warranty:

lifetime comments in North

lifetime commercial limited

u.s.

metric

product size:

gauge:

24.0 x 24.0

61.0 x 61.0 cm

inches

1/12 Inch

stitches:

9 per inch

47.2 per 10cm

finished pile thickness:

- poi ...o..

35 per 10cm

finished pile thicknes

0.142 inches

3.61 mm

average density:

6085 per cu.yd. 0.226 g/cm3

kilotex;

12.79 kilotex 7,19 mm

total thickness:

0.283 inches

813.8 gms/sqm

tuffted weight: gsa approved product 24.0 oz/yd2 true

#### recommended installation method









ashla

brick

monolithic

quarter turn



#### random

## coordinating products

carpet tile: embellish tile

## performance + testing

antimicrobial assessment:

passes (AATCC-174) (When installed using Shaw 5036 adhesive)

pill test:

pass

radiant panel:

class l

nbs smoke:

less than 450

electrostatic propensity: CRI greenlabel plus: less than 3.5 kv USA (GLP9968)

Corporate Headquarters +1 800 257 7429 | +1 766 532 7884 | Atlanta +1 404 853 7429 | Bangalore +9189 6759 0334 x 0335 | Beljing +86 10 6568 5881 | Chicago +1 312 467 1331 | Dubai +971 4 313 2496 | Hong Kong +852 2623 0371 | Latin America (Miami) +1 305 827 5912 | London +44 207 961 4120 | Los Angeles +1 800 233 1614 | Melbourne +1 800 556 302 | Mexico City +55 5010 7600 | Nantong +86 400 800 7429 | New York +1 212 953 7429 | San Francisco +1 415 955 1920 | Santiago +562 2431 5000 x 550 | Shanghai +86 21 5258 9799 | Singapore +65 6733 1811 | Sydney +1 800 556 302

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1 of 2

# **ShawContract®**

block print tile

## product transparency

Shaw Contract is dedicated to providing clients with a building chemistry that's safe and dependable. Working together, we will help you meet your goals as they pertain to material health. EcoWorx products with Eco Solution Q nylon are Cradle to Cradle Certified (tm) Silver and assessed for impacts on human health and the environment. This product can be recycled. When it's time to replace, we can collect and recycle it through our Environmental Guarantee.\*

#### attributes + certifications

Cradle to Cradle Certified™

Health Product Declaration (HPD):

Environmental Product Declaration (EPD):

Living Building Challenge (LBC):

Declare:

nsf 140:

CRI Green Label Plus (GLP):

Good Environmental Choice Australia (GECA):

Singapore Green Label:

environmental guarantee\*:

total recycled content:

product packaging:

country of origin\*\*:

silver level (version 3.1)

1,000 ppm disclosure

3rd party certified in accordance with ISO14044, ISO14025 & EN15804

free of red list chemicals

LBC compliant

gold

USA (GLP9968)

certified

039-003

free pickup & delivery available north america

42% (post industrial 42% | post consumer 0%) 100% recyclable

USA

## green leed contribution credit

MR Credit: Building Product Disclosure and Optimization Environmental Product Declarations - Option 1. Environmental Product Declaration (EPD)

MR Credit: Building Product Disclosure and Optimization Material Ingredients - Option 1: Material Ingredient Reporting

MR Credit: Building Product Disclosure and Optimization Material Ingredients - Option 2. Material Ingredient Optimization

MR Credit: Building Product Disclosure and Optimization Sourcing of Raw Materials - Option 2: Leadership Extraction Practices

EQ Credit: Low Emitting Materials Option 1. Product Category Calculations

MR Credit: Interiors Life-Cycle Impact Reduction Option 3. Design for Flexibility

3rd party certified in accordance with ISO14044, ISO14025 & EN15804

C2C silver level (version 3.1)

C2C silver level (version 3.1)

environmental guarantee: free pickup & delivery available north america

green label plus certification: GLP9968 ecoworx tile w/ lokdots installation system

#### additional information

<sup>\*\*</sup>Meets or exceeds all local and national regulations in country of manufacture.



























Specifications are subject to nominal manufacturing variances. Material supply and/or manufacturing processes may necessitate specification changes without notice. This carpet is an exclusive design and may not be duplicated in any manner. Use of this design in the creation of another carpet design is also strictly prohibited. Visit shawcontract.com/testing for more information.

Corporate Headquarters +1 800 257 7429 | +1 706 532 7984 | Atlanta +1 404 853 7429 | Bangalore +9180 8759 8334 x 0335 | Belling +86 10 6568 5881 | Chicago +1 312 467 1331 | Dubal +971 4 313 2496 | Hong Kong +852 2623 0371 | Latin America (Miami) +1 305 827 5912 | London +44 207 961 4120 | Los Angeles +1 800 233 1614 | Melbourne +1 800 556 302 | Mexico City +55 5010 7600 | Nantong +86 400 800 7429 | New York +1 212 953 7429 | San Francisco +1 415 955 1920 | Sanitago +562 2431 5000 x 550 | Shanghal +86 21 5258 9799 | Singapore +65 6733 1811 | Sydney +1 800 556 302

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2 of 2

<sup>\*</sup> To learn more about the recyclability of our products and our Environmental Guarantee, please visit shawcontract.com.

#### momentum IV



product type: 60602 stvie number: construction; textured loop fiber: solution q® nylon 100% solution dyed dve method: primary backing: synthetic unitary secondary backing:

ssp® shaw soil protection protective treatments: 10 year commercial limited warranty:

u.s. metric product size: 12.00 feet 3.66 m 1/10 Inch 39.4 per 10cm gauge: stitches: 10 per inch 41 per 10cm 0.165 inches 4.19 mm finished pile thickness: 6109 per cu.yd. 0.227 g/cm3 average density; kilolev: 12.99 kilotev total thickness: 0.295 inches 7.49 mm tuffted weight: 28,0 oz/yd2 949.4 gms/sqm pattern repeat: none

recommended installation method

direct glue

gsa approved product

#### performance + testing

antimicrobial assessment: passes (AATCC-174) (When installed using Shaw 1036 adhesive) pill test:

pass radiant panel: class I less than 450 nbs smoke: electrostatic propensity: less than 3.5 kv USA (GLP2271) CRI greenlabel plus:

Corporate Headquarters +1 800 257 7428 | +1 706 532 7984 | Atlanta +1 404 853 7428 | Bangalore +9180 6769 0334 x 0335 | Beijing +86 10 6568 6881 | Chicago +1 312 467 1331 | Dubal +9714 313 2496 | Hong Kong +862 2623 0371 | Latin America (Milarit) +1 305 827 6912 | London +44 207 661 4120 | Los Angeles +1 800 233 1814 | Melbourne +1 800 263 302 | Mexico City +55 5010 7006 | Mantang +186 400 800 7429 | New York +1 212 963 7429 | San Francisco +1 416 555 1920 | Gantlago +562 2431 5000 x 550 | Shanghal +58 21 5258 9799 | Singapore +85 6733 1811 | Sydney +1 800 556 302

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# momentum IV

#### attributes + certifications

Cradle to Cradle Certified\*\* silver level (version 3.1) per ghs sds disclosure Health Product Declaration (HPD):

Environmental Product Declaration (EPD): 3rd party certified in accordance with ISO14044, ISO14025 & EN15804

CRI Green Label Plus (GLP): USA (GLP2271) ce marking (EN 14041): 3rd party certified

environmental guarantee\*: pickup & delivery available in americas

total recorded content subject to nominal manufacturing variances. Material supply and/or manufacturing processes may necessitate specification changes without processed the subject to nominal manufacturing variances. Material supply and/or manufacturing processes may necessitate specification changes without processed and not necessary necessa USA

Corporals Headquarters, 1 889 257 7429 14, 20532 7984 | Atlanta +1 464 853 7429 | Bangalora +9180 9758 0334 x 8335 | Belling +86 10 8688 8881 | Chlougo +1 312 467 1331 | Dubal 1271 4313 2 255 | Hong Kong +86 2 252 257 17 Latin America (Mismi) +1 305 327 6912 | London +44 207 951 4120 | Los Angeles +1 800 233 1914 | Melbourne +1 880 555 392 | Mexico City, 455 5910 7050 | Readges +1 800 023 1914 | Melbourne +1 880 555 392 | Mexico City, 455 5910 7050 | Readges +1 800 023 1914 | Melbourne +1 880 555 392 | Mexico City, 455 5910 7050 | Readges +1 800 023 1914 | Melbourne +1 880 555 392 | Mexico City, 455 5910 7050 | Readges +1 800 023 1914 | Melbourne +1 880 555 392 | Mexico City, 455 5910 7050 | Readges +1 800 023 1914 | Melbourne +1 880 555 392 | Mexico City, 455 5910 7050 | Readges +1 800 023 1914 | Melbourne +1 880 555 392 | Mexico City, 455 5910 7050 | Readges +1 800 023 1914 | Melbourne +1 880 555 392 | Mexico City, 455 5910 7050 | Readges +1 800 023 1914 | Melbourne +1 880 555 392 | Mexico City, 455 5910 7050 | Readges +1 800 023 1914 | Melbourne +1 880 555 392 | Mexico City, 455 5910 7050 | Readges +1 800 023 1914 | Melbourne +1 880 555 392 | Mexico City, 455 5910 7050 | Readges +1 800 023 1914 | Melbourne +1 880 555 392 | Mexico City, 455 5910 7050 | Mexico City, 455



#### culture

product type: broadloom
collection: Turn Key
style number: 50912
construction: pattern loop
fiber: eco solution q® nylon
dye melhod: 100% solution dyed
primary backing: synthetic
secondary backing: classicbac®

protective treatments: ssp® shaw soil protection warranty: 10 year commercial limited

metric 12.00 feet 3.66 m product size: gauge: 1/10 Inch 39.4 per 10cm 11.5 per inch stitches: 45 per 10cm 0.162 inches finished pile thickness; 6222 per cu.yd. 0.231 g/cm3 average density: kilotex: 15.19 kilotex total thickness: 0.315 inches 8.00 mm

tuffied weight: 28.0 oz/yd2 949.4 gms/sqm pattern repeat: 1.40"w x 2.40"I 3.56cm w x 6.1cm I

gsa approved product

#### recommended installation method

direct glue

#### coordinating products

broadform: space, evolution, terra, fossil, divide, equal, edit, text, text ultratoc®, blog, blog ultratoc®

#### performance + testing

antimicrobial assessment: pa

passes (AATCC-174) (When Installed using Shaw 1036 adhesive)

pill test: pass
radiant panel: class !
nbs smoke: tess than 450
electrostatic propensity: less than 3.5

electrostatic propensity: less than 3.5 kv CRI greenlabel plus: USA (GLP8472)

Corporate Headquarters +1 809 257 7429 |+1 706 532 7984 | Adlanta +1 404 853 7429 | Bangalore +9180 6759 0334 x 0335 | Beijing +86 10 6568 5881 | Chicago +1 312 497 1331 | Dubal +971 4 312 496 | Hong Keng +86 2082 537 | Latin America (Blami) +1 305 827 8912 | London +44 207 981 4120 | Los Angeles +1 800 233 1814 | Melbourne +1 808 565 302 | Mexico City +56 5010 7309 | Nantong +86 400 800 7429 | New York +1 212 953 7429 | San Francisco +1 415 985 1920 | Banklago +662 2431 6000 x 550 | Shanghai +50 21 5258 9799 | Singapore +66 2733 1811 | Sydney +1 600 363 302

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1 of 2

culture

# attributes + certifications

Cradle to Cradle Certified™ silver level (version 3.1)
Health Product Declaration (HPD); per ghs sds dieclosure

Environmental Product Declaration (EPD): 3rd party certified in accordance with ISO14044, ISO14025 & EN15804

nsf 140; gold

CRI Green Label Plus (GLP): USA (GLP8472)
ce marking (EN 14041): 3rd party certified

servironmental querantes to adjust to nominal manufacturing variances. Material supply and/or manufacturing processes may necessitate specification changes without noticeset/guided.pastission exclusive design and may not be duplicated in any nts/fixedpost/entarylast/guidedpost/guidedp

COMMIN (Logigilithers +1 890 267 7428 |+1 706 532 7984 | Altanta +1 494 863 7428 | Shujahoro +9188 8759 0334 x 0335 | Beijing +86 10 6556 8861 | Chicago +1 312 467 1331 | Dubal +971 4 313 2486 | Hong Kong +852 2623 8371 | Latin America (Hiamii) +1 305 827 5912 | London +44 207 861 4120 | Los Angeles +1 809 233 1914 | Melicourne +1 809 566 302 | Mixyloo | Chicago +1 20 200 1899 | Shujahoro +1 809 565 302 | Mixyloo +1 415 355 1820 | Sanitago +562 2431 8000 x 869 | Shanghal +86 21 6268 9798 | Singapore +568 733 1811 | Syampy-1 306 865 302

#### brilliance tile



product type: carpet tile 69529 style number:

construction:

multi-level pattern loop eco solution q® nylon 100% solution dyed

dye method: primary backing

ecoworx® tile secondary backing: protective treatments: ssp® shaw soll protection

lifetime commercial limited warranty:

product size:

gauge; stitches:

kilotex:

fiber:

24.0 x 24.0

61.0 x 61.0 cm

metric

1/12 inch

synthetic

47.2 per 10cm 35 per 10cm

finished pile thickness: average density:

9 per inch 0.123 іпсhев 3.12 mm 7610 per cu.yd. 0.282 g/cm3

15.06 kilotex

total thickness: tuffted weight:

0.273 inches 26,0 oz/yd2

6.93 mm 881.6 gms/sam

gsa approved product

#### recommended installation method



monolithic

<u>↑</u> → † quarter turn -→ † 4--→ 4-- ↓

# coordinating products

broadloom; tint, tone, gradient carpet tile: striking tile, gradient tile

#### performance + testing

antimicrobial assessment:

passes (AATCC-174) (When installed using Shaw 5036 adhesive)

pill test;

radiant panel:

pass class I

nbs smoke: electrostatic propensity: CRI greenlabel plus;

less than 450 less than 3.5 kv USA (GLP9968)

Corporate Headquarters +1 800 267 7428 |+1 708 532 7984 | Atlanfa +1 404 853 7428 | Bangalore +9180 8759 8334 x 8336 | Beiling +86 10 8588 5861 | Cirlongo +1 312 467 1331 | Dubal +971 4 313 2486 | Hong Kong +852 823 6371 | Latin America (Miami) +1 305 827 8912 | London +44 207 861 4120 | Los Angeles +1 800 233 1514 | Melbourne +1 800 566 302 | Haxico City +55 8610 7808 | Narricong +88 400 300 7428 | Narricong +88 740 748 | Narricong +88 740 7

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1 of 2

brilliance tile

# product transparency

Shaw Contract is dedicated to providing clients with a building chemistry that's safe and dependable. Working together, we will help you meet your goals as they pertain to material health. EcoWorx products with Eco Solution Q nylon are Cradle to Cradle Certified (m) Silver and assessed for impacts on human health and the environment. This product can be recycled. When it's time to replace, we can collect and recycle it through our Environmental Guarantee.\*

#### attributes + certifications

Cradle to Cradle Certified™

silver level (version 3.1)

Health Product Declaration (HPD):

1,000 ppm disclosure

Spatimements have studied to the first studied to the studied of the studied supply and studied to the studied supply and supply and

Con Management 1 800 267 7429 |+1 708 832 7984 | Atlanta +1 404 853 7429 | Milliana +8180 6759 0334 x 0335 | Beiling +86 10 6688 8861 | Chicago +1 312 467 1331 | Dubal 1421 | 133 4861 | Bross | Register | 1800 233 1614 | Melbourno +1 800 866 302 | Mexico City 450 6710 1607 | Milliang +8700 800 7429 | New York +1 212 653 7429 | San Francisco +1 415 956 1820 | Santingo +562 2431 8000 x 569 | Shanghal +86 21 5258 9796 | Singaporo tesereation (GECA): certified

受用者の計画を使用を表すという。 A Berkshire Hathaway Company April 29, 2020

039-003

2 of 2

#### evolution



product type: broadloom Turn Key collection: style number: 50913 construction: pattern loop eco solution q® nylon dve method: 100% solution dyed synthetic primary backing: secondary backing: classicbac®

protective treatments: ssp® shaw soil protection warranty: 10 year commercial limited

metric product size: 12.00 feet 3.66 m 1/10 inch 39.4 per 10cm gauge: stitches; 13 per inch 51 per 10cm 0.146 inches finished pile thickness: 3.71 mm average density: 6411 per cu.yd. 0.238 g/cm3 kilotex: 13.46 kilotex 0.300 inches total thickness: 7.62 mm tuffled weight: 26.0 oz/yd2 861.6 gms/sqm 0.80"w x 2.50"l 2.03cm w x 6.35cm l patiem repeat:

#### recommended installation method

#### direct glue

#### coordinating products

broadloom: space, culture, terra, fossil, divide, equal, edit, text, text ultraloc®, blog, blog ultraloc®

#### performance + testing

antimicrobial assessment;

passes (AATCC-174) (When installed using Shaw 1036 adhesive)

pill test: radiant panel:

class [ less than 450

nbs smoke; electrostatic propensity: CRI greenlabel plus:

less than 3.5 kv USA (GLP8472)

Corporate Headquarters +1 800 267 7429 | +1 708 532 7964 | Atlanta +1 404 553 7429 | Bangalore +9180 8759 0334 x 0338 | Beijing +98 10 8588 8881 | Chicago +1 312 467 1331 | Dubat +074 4 313 2496 | Hong Kong +852 2623 0371 | Latin America (Miami) +1 305 827 6912 | London +44 207 561 4120 | Loc Angeles +1 800 233 1614 | Melbourne +1 800 565 302 | Mexico City +55 8010 7500 | Nanticog +56 400 900 7429 | New York +1 212 953 7429 | San Francisco +1 415 855 1920 | Santingo +562 2431 5000 x 550 | Shanghal +86 21 828 9799 | Singapore +86 6733 1811 | Sydney+1 800 556 302

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evolution

#### attributes + certifications

Credle to Cradle Certified\*\* Health Product Declaration (HPD): silver level (version 3.1) per ahs sas disclosure

Environmental Product Declaration (EPD):

3rd party certified in accordance with ISO14044, ISO14025 & EN15804

nsf 140:

aold

CRI Green Label Plus (GLP);

USA (GLP8472)

ce marking (EN 14041):

3rd party certified

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Committee No. 2016 | Hong Kong +862 2823 0371 | Latin America (Nami) +1 305 827 6429 | Handra +1 404 853 7429 | Handra +1 404 853 7429 | Handra +1 405 8769 0334 x 0335 | Boljany +86 10 6668 5881 | Chicago +1 312 487 1331 | Dubal +071 4 313 2496 | Hong Kong +862 2823 0371 | Latin America (Nami) +1 305 827 6912 | London +44 207 951 4420 | Los Angeles +1 800 233 1814 | Melbourno +1 800 865 302 | Mexico (Nami) +1 305 827 6912 | London +44 207 951 4420 | Los Angeles +1 800 233 1814 | Melbourno +1 800 865 302 | Mexico (Nami) +1 212 983 7429 | San Francisco +1 416 955 1920 | Semilago +852 2431 8000 x 650 | Sinanghal +86 21 8258 8789 | Singapore +365 8733 1411 | Synanghal +86 585 302 | Mexico (Nami) +1 212 983 7429 | San Francisco +1 416 955 1920 | Semilago +852 2431 8000 x 650 | Sinanghal +86 21 8258 8789 | Singapore +365 8733 1411 | Synanghal +86 21 8258 8789 | Singapore +365 8733 1411 | Synanghal +86 21 8258 8789 | Singapore +365 8733 1411 | Synanghal +86 21 8258 8789 | Singapore +365 8733 1411 | Synanghal +86 21 8258 8789 | Singapore +365 8733 1411 | Synanghal +86 21 8258 8789 | Singapore +365 8733 1411 | Synanghal +86 21 8258 8789 | Singapore +365 8733 1411 | Synanghal +86 21 8258 8789 | Singapore +365 8733 1411 | Synanghal +86 21 8258 8789 | Singapore +365 8733 1411 | Synanghal +86 21 8258 8789 | Singapore +365 8733 1411 | Synanghal +86 873 1411 | Syn

e Made with Bullsing Brough Display and Application (EPD)

Application of Declaration - Option and Product Declaration (EPD)

ISO14025 & EN16804

Laura Curran County Executive



Melissa Gallucci
Commissioner of Shared Services

# **OFFICE OF PURCHASING**

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

April 8, 2020

# **AMENDMENT No. 1**

Formal Sealed Bid No: 36010-04090-051

Title: carpet / Tile and Accessories

Issued:

March 19, 2020 April 9, 2020

Opening:

# TO ALL BIDDERS:

- 1) This amendment is to postpone this bid opening until April 30, 2020 @ 11 AM EST.
- 2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.
- 3) A copy of the amendment must be signed by the bidder and attached to this bid.

Office of Purchasing

Vaughn Banks Deputy Commissioner of Shared Services

Xmen

4-J7-L

OFFIC SUMB OPEN BID N REG.	OFFICE OF PURCHASING PP 4/30/20/20 SUMMARY OF BIDS OPENED: APRIL 9, 20/20 AT 11 A.M. BID NO: 360/10-04090-05/5 REQ. NO: N/A	·	TERMAS CARPET	MILBURN SALES CO. INC.	NALOR &										DETAILS OF AWARD	
4 韓田北	# ARTICLE	QEY UNIT		2		4	9	9	2	88	0	9	F	12	TO NO. A	AMOUNT
٣	F&I #7607 24 OZ OR EQUAL 24X24	1	33.90	2	28,00											
7	F&I #200 28 OZ OR EQUAL	SQYD		38.50	28.00										٠	
ĸ	F&I #7220 20 OZ OR EQUAL 24X24	SQYD	31.00	43.50	28,00											
4	F&I #2826 25 OZ OR EQUAL	SQYD		36,50	28.00										1	
æ	F81 #7230 28 OZ OR EQUAL 24X24	GY DS	34.90	44.95	28.00											
8	F&I #5235 28 OZ OR EQUAL	CIX DS	20,90	38.95	28.00							_				
7	F&I MARMOLEUM MCT TILE 13X13	SQFT	5.15	10.50	33,00										_	
8	F&I PLOTEX PLOCKED RESILIENT SHT	SQ YD	56.00	124,00	33.00											
G	F&I FLOTEX PLOCKED RESILIENT TILE	l YD	6.90	124.00	33.00											
10	F&I KARDEAN LOOSE LAY VINYL PLANK	SQFT	5.15	8.25	33,00											
12	F&I NORAMENT #826 HAMMERED TILE	SQFT	8.50	14.50	33.00						-					
72	F&I NORAPLANE ENVIRONCARE	SOFT	8.65	14.75	33.00											
13A	F&I NORAMENT GRANO STAIRTREADS 4FT	LNFT	84,00	197.00	132.00			!								
13B	F&I NORAMENT GRANO STAIRTREADS SIFT	LNF	97.00	124.00	105.00											
130	F&I NORAMEN	LNF	113.00	140.00	198.00	_										
44	FLOOR PREP	8	3.50	3.58	35.00									-,-	-	
15	PICK UP TACKLESS CARPET	SQ YD	1,80	5.25	35.00										-	]
16	PICK UP GLUE-DOWN CARPET	SQYD	1.40	5.70	33.00											]
1,	FALA" VINYL COVE BASE 080 GUAGE	LN FT	1.69	1,64	33,00			·								
18	F&I 6" VINYL COVE BASE 080 GUAGE	LINET	2.10	2.30	35.00											
13	F&I 4" VINYL COVE BASE CORNERS,080 GUAGE	LINET	0.75	9.50	35,00											
20	F&I REDUCERS BASE, VINYL 4"	LNFT	1,85	1.64	35,00										-	
23	SAND/REFINISH WOOD FLOORING 2 COATS POLY	SQFT	4.25	3,35	35.00										1	
22	LABOR RATE OTHER THAN MON-FRI	뚝	148.00	1.89	35,00											1
23	Fal 4DLT6 BROADLOOM 28 OZ OR EQUAL	SQYD	38.70	48.50	35.00					-					-	1
74	F&I 4DLT6 MODULAR, TEXTURED LOOP 28 OZ 24"X24" OR EQUAL	Sayb	44.35	48.50	35.00	$\frac{1}{1}$									-	
25	F&! KINETEX ACCELERATE #1813 4,5 OZ 24"X24" OR EQUAL	SQ YD	30.36	42.50	38,00			-							1	İ
26	F&I DAL TILE CERAMIC WALL TILE #CH84 4"X4" OR EQUAL	SOFT	26,23	31.50	38,00											ł
27	F&I DAL TILE CERAMIC FLOOR TILE #GH84 12"X12" OR EQUAL	SQF	27,20	34.50	38.00			-								]
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2		TEDME		700	107	يا	<u>Jan</u>	NIE.	±i N	NET.	Light Miles		NET	NET.	1	
PRPARED BY	(ED BY	FICKNIN		Z70 I	-	-	-	15	120	NET	-	1	-	172		

Claudia Colasurdo hereby certifice that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bigs pecified.

PUBLIC BID OFFICER



# FORMAL BID RECOMMENDATION

BID NUMBER: 35010-04090-051 OPEN: 4/09/20

TITLE: F&I CARPET, TILE & ACCESSORIES
TO: BUYER\_\_\_\_\_\_\_GROUP - MS FROM: ADMINISTRATION

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

		Bid Results		
Date: SEPT. 25, 2020 To: Michael R. Schlenoff	#1 - 27	TAUB'S CARPET & TILE		
List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.				
Luwan Uww uy Buyer				
Date:				
To: Director From: Supervisor				
Concur Disagree (See Reverse)				
Supervisor				
		RECOMMEND AWARD BE MADE TO LOWEST RESPONSIBLE BIDDER WHO MEETS THE BID SPECS		
Date:				
To: Buyer From: Director Approved for Award				
Hold award pending discussion				
Subject to Legislature Approval				
Director //				

BID NUMBER: 35010-04090-051

TITLE: F&I CARPET, TILE & ACCESSORIES

OPEN: 4/09/20

ITEM #1 - 6: AGGREGATE AWARD TO BIDDER #1 - PURCHASE OF 50 SQ. YDS OF EACH OF THESE ITEMS EQUALS \$8,155.00 FOR BIDDER #1 AND \$8,400.00 FOR BIDDER #3.

ITEMS #7 - 27: AWARDED TO OVERALL LOW BIDDER - BIDDER #1.

VIVIAN C. CROWLEY Sept. 25, 2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2021

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 have ADDITIONAL INSURED provisions or 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).

	no continuate accomer ngina e	O this con	unicate noider in hea or a		<u>'!</u>				
PRC	DUCER				ifer Heiser				
	Nicholas DeVito Agency, Inc.			PHONE (A/C, No, Ext): (631)509-6388 FAX (A/C, No): (631)509-0099					
	449 Route 25A				fer@devitoa;				
	Mount Sinai, NY 11766					RDING COVERAGE	NAI		
	•								
INICI	RED					ual Ins. Co.	23329		
INSU				INSURER B: MOTO	hants Prei	ferred Ins. Co.	12901		
	Taubs Carpet and Tile Corp.			INSURER C:					
893 Hempstead Turnpike Franklin Square, NY 11010-3627			INSURER D :						
			INSURER E :						
				INSURER F :					
co	VERAGES CER	TIFICATI	E NUMBER: 00010033-1		•	REVISION NUMBER:	120		
IN C E	HIS IS TO CERTIFY THAT THE POLICIES OF IDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY PEXCLUSIONS AND CONDITIONS OF SUCH	QUIREMEN RTAIN, TH POLICIES.	IT, TERM OR CONDITION OF IE INSURANCE AFFORDED F LIMITS SHOWN MAY HAVE	F ANY CONTRACT OF BY THE POLICIES DE BEEN REDUCED BY	R OTHER DOC SCRIBED HER PAID CLAIMS	UMENT WITH RESPECT TO REIN IS SUBJECT TO ALL T	WHICH THIS		
N\$R LTR	TYPE OF INSURANCE	ADDL SUBP INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
A	X COMMERCIAL GENERAL LIABILITY		BOPI087551	01/01/2021	01/01/2022	EACH OCCURRENCE	s <b>2,000</b>	.000	
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)		,000	
	A SSSSIT							.000	
						MED EXP (Any one person)			
						PERSONAL & ADV INJURY	s Inclu		
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s 4,000		
	POLICY X PRO-					PRODUCTS - COMP/OF AGG	s 4,000	,000	
	OTHER:					AALISHURB SILISH E LINE	5		
В	AUTOMOBILE LIABILITY		CAPI067581	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	s 1,000	,000	
	X ANY AUTO					BODILY INJURY (Per person)	\$	·	
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$		
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE	8		
	AUTOS ONLY AUTOS UNLY					(Per accident)	S		
Α	X UMBRELLA LIAB X OCCUR		CUP9148567	01/01/2021	0410410000	EASH BOOKBOOKAS	T 000	000	
~			CUF 3 140001	01/01/2021	01/01/2022	EACH OCCURRENCE	= 000		
	OLAJNO-NADL					AGGREGATE		,000	
	DED X RETENTION \$ 10,000 WORKERS COMPENSATION					PER ATM	S		
	AND EMPLOYERS' LIABILITY V/N					PER OTH- STATUTE ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	+			E.L. EACH ACCIDENT	\$		
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	S		
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	S		
A	Property Section		BOPI087551	01/01/2021	01/01/2022	Building	1,989	,750	
Α	Property Section		BOPI087551	01/01/2021	01/01/2022	Business Property		,000	
						, ,		,	
	cription of operations / Locations / Vehiclessau County is included as additionally and a second county is included as additional and a second county is included as a second county is include			le, may be attached if mo	ra space is requir	red)			
_									
CE	RTIFICATE HOLDER			CANCELLATION					
	Nassau County Office	of Purc	hasing		DATE THEREO	DESCRIBED POLICIES BE C. OF, NOTICE WILL BE DELIV BY PROVISIONS.		ORE	

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One West Street Mineola, NY 11501

AUTHORIZED REPRESENTATIVE

(J-H)