



## Nassau County Purchasing

**Staff Summary A-08-2021**

Subject: Concrete, Metal and Tank Repair (S/B #92974-12048-181, BPNC19000047)
Department: Department of Shared Services/ Office of Purchasing
Department Head Name Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date: December 29, 2020
Vendor Name: Enecon Northeast A.P.S. Inc.
Contract Number: A-08-2021
Contract Manager Name Deirdre Ciminera

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
<i>SP</i>	Budget	12/31/2020 <i>SP</i>	County Atty.
	Deputy C.E.	1/4/21 <i>SP</i>	County Exec.

**Narrative**

**Purpose:** At the request of the Nassau County Department of Public Works, this is to notify the Rules Committee that the funding for blanket purchase order BPNC19000047 (the "Blanket Purchase Order") for Concrete, Metal, and Tank Repair now has reached a level that requires oversight by said Rules Committee.

**Discussion:** The Blanket Purchase Order has been in effect since April 1, 2019. The Blanket Purchase Order was originally authorized by the Rules Committee under A-9-2019 at an estimated annual cost of Eight Hundred Thousand Dollars (\$800,000) for a total of Four Million Dollars (\$4,000,000) estimated for the entire period of the Blanket Purchase Order (with renewal options). The purpose of this request is to increase the total authorization (with renewal options) of the Blanket Purchase Order from an estimated Four Million Dollars (\$4,000,000) to Eleven Million Dollars (\$11,000,000). The increase to the total authorization is necessary to address various concrete projects throughout the County. Concrete within various County buildings is in need of repair/replacement because of deterioration and needs to be sealed to prevent further deterioration.

The original solicitation was advertised in Newsday and posted on the Nassau County Bid Solicitation Board.

Four (4) vendors viewed the bid.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Woman Owned                    | <input type="checkbox"/> Minority      | <input type="checkbox"/> Small Business |
| <input type="checkbox"/> Service-Disables Veteran Owned | <input type="checkbox"/> Veteran Owned |   |

One (1) bid was received:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Woman Owned                    | <input type="checkbox"/> Minority      | <input type="checkbox"/> Small Business |
| <input type="checkbox"/> Service-Disables Veteran Owned | <input type="checkbox"/> Veteran Owned |   |

Enecon Northeast A.P.S. Inc., located in Farmingdale, New York, was awarded the Blanket Purchase Order based on meeting all bid specifications and being the lowest (sole) responsible bidder.

**Impact on Funding:** The original maximum amount authorized under this Blanket Purchase Order, including all renewal options, was an estimated Four Million Dollars (\$4,000,000) for the life of the Blanket Purchase Order. This request is to increase the maximum amount authorized under the Blanket Purchase Order so that, including any renewal options that may be exercised by the Commissioner of Shared Services, the total maximum amount authorized for the Blanket Purchase Order shall be Eleven Million Dollars (\$11,000,000).

**Recommendation:** Department of Shared Services, Office of Purchasing recommends approving oversight of funding for this Blanket Purchase Order with Enecon Northeast A.P.S. Inc., who was the original lowest responsible bidder meeting bid specifications.

*[Signature]* 12/30/20

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-08-2021**


**FROM:** MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

**DATE:** DECEMBER 29, 2020

**SUBJECT:** RESOLUTION – DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO APPROVE OVERSIGHT (INCREASE AUTHORIZATION) FOR A BLANKET PURCHASE ORDER SO THAT THE TOTAL AUTHORIZATION SHALL BE FOURTEEN MILLION DOLLARS (\$14,000,000) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO ENECON NORTHEAST A.P.S. INC., WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE FOR CONCRETE, METAL AND TANK REPAIR.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION 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

MS: br

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



A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO APPROVE ADDITIONAL FUNDING FOR A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND ENECON NORTHEAST A.P.S. INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 92974-12048-181 for Concrete, Metal and Tank Repair, as more particularly described in the bid document.

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Enecon Northeast A.P.S. Inc. submitted the lowest responsible bid that meets all specifications for the product and/or services described in the said bid document, and was awarded a Blanket Purchase Order (the "BPO"); and

WHEREAS, the Commissioner is representing to the Rules Committee that the BPO with Enecon Northeast A.P.S. Inc. has reached a level of spending requiring oversight approval by the Rules Committee, 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 approve additional funding for the said BPO with Enecon Northeast A.P.S. Inc.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☒ NO ☐ If yes, to what campaign committee?

Laura Curran  
Rose Walker  
Laura Schaefer  
Jack Schnirman

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

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

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

Electronically signed and certified at the date and time indicated by:  
Robert Barr [SOLUTIONS@ENECONAPS.COM]

Dated: 10/14/2020 02:33:52 PM

Vendor: Enecon Northeast Applied Polymer Systems,  
Inc.

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

N/A

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

N/A

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.

N/A

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

N/A

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 its corporate officers 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?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Electronically signed and certified at the date and time indicated by:  
Robert Barr [SOLUTIONS@ENECONAPS.COM]

Dated: 10/14/2020 02:35:05 PM

Vendor:

Enecon Northeast Applied Polymer  
Systems, Inc.

Title:

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

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

### 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).

Date: 10/14/2020

1) Proposer's Legal Name: ENECON Northeast Applied Polymer Systems Inc.

2) Address of Place of Business: 150 SCHMITT BLVD

City: FARMINGDALE State/Province/Territory: NY Zip/Postal Code: 11735

Country: US

3) Mailing Address (if different): 150 SCHMITT BLVD

City: FARMINGDALE State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: (163) 141-4781

Does the business own or rent its facilities? Own If other, please provide details: \_\_\_\_\_

4) Dun and Bradstreet number: 128929911

5) Federal I.D. Number: 11-3611597

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details: \_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details: \_\_\_\_\_



- 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 ☒ 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 ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ 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 ☐ NO ☒ 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ 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

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

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d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

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e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

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- 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 ☒ 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 ☒ 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

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(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

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(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

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- 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.

The company policy will incorporate the clause that stipulates that no employee can have a personal relationship with anyone associated with Nassau County.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

05/23/2001

- 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.

Robert Barr 88 Old Bwy. Ave Sayville NY 11782 150 Shares

Barbara Barr 88 Old Bwy. Ave. Sayville, NY 11782 50 Shares

*No individuals with a financial interest in the company have been attached..*

1 File(s) Uploaded: Certificate of Directors' Action.pdf

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Robert Barr President 88 Old Bwy. Sayville, NY 11782

Barbara Barr Treasurer & Secretary 88 Old Bwy. Ave. Sayville, NY 11782

Michael Barr Vice President 372 Oakwood Ave West Islip NY 11795

*No officers and directors from this company have been attached.*

1 File(s) Uploaded: Certificate of Directors' Action.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

20

- vi) Annual revenue of firm;

8000000

- vii) Summary of relevant accomplishments

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

1 File(s) Uploaded: Certificate of Authority - ENE.pdf

B. Indicate number of years in business.

19

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

The company has been performing these services to Nassau, Suffolk and Westchester Counties for the past 15 years. In addition, ENECON Northeast has been a major supplier of product and services to National Grid, Con Edison in their power plants and for the Gas Operations Department. ENECON Northeast has held Nuclear access license to the ENTERGY Nuclear Power Plant Unit 2 & 3 for all service water repairs during the refueling outages for the past 19 years.

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	National Water Main		
Contact Person	James Lounsbery		
Address	25 Marshall Street		
City	Canton	State/Province/Territory	MA
Country	US		
Telephone	(781) 828-0863		
Fax #	(781) 828-4397		
E-Mail Address	jim@nwmcc.com		

Company	Great Neck Water Pollution Control District		
Contact Person	Christopher Murphy		
Address	236 East Shore Road		
City	Great Neck	State/Province/Territory	NY
Country	US		
Telephone	(516) 482-0238		
Fax #	(516) 482-8713		
E-Mail Address	cmurphy@gnwpcd.net		

Company	Town of Hempstead		
Contact Person	Gerald Marino		
Address	350 Front Street		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 812-3458		
Fax #			
E-Mail Address	geramar@tohmail.com		

I, Robert Barr, hereby acknowledge that a materially false statement 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, Robert Barr, 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.

#### **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.

Name of submitting business: Enecon Northeast Applied Polymer Systems, Inc.

Electronically signed and certified at the date and time indicated by:  
Robert Barr [SOLUTIONS@ENECONAPS.COM]

President

Title

10/14/2020 11:52:44 AM

Date

**CERTIFICATE OF  
DIRECTORS' ACTION  
OF  
ENECON Northeast Applied Polymer Systems**

The undersigned, being all the directors of the Corporation, hereby adopt the following resolutions:

RESOLVED, that the undersigned are willing to serve as directors and accept their appointment as such.

RESOLVED, that the directors acknowledge that the certificate of incorporation was filed with the Department of State and that a copy of the certificate of incorporation and the filing receipt issued by the Department of State are annexed hereto.

RESOLVED, that the by-laws in the form adopted by the incorporator(s) and annexed to these minutes shall be the by-laws of the Corporation.

RESOLVED, that the following are elected officers of the Corporation to serve in accordance with the by-laws:

President	Robert Barr
Vice-President	Michael Barr
Secretary	Barbara Barr
Treasurer	Barbara Barr

RESOLVED, that the treasurer of the Corporation be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the Corporation and to reimburse any person who has made any disbursement therefor.

RESOLVED, that for the purpose of authorizing the Corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this Corporation to transact business, the proper officers of the Corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Corporation to transact business therein.

RESOLVED, that the form of certificate for shares of the Corporation shall be in the form of the specimen certificate annexed hereto.

RESOLVED, that the shares of the Corporation are to be issued as follows:

Number	Name	Consideration
1001	Robert Barr	150
1501	Barbara Barr	50

RESOLVED, that, upon receipt of payment for shares, the officers shall issue certificates representing such shares and, as to common shares without par value, the amount of \$ 0.00 per share shall be allocated to stated capital and the balance of the consideration received shall be allocated to surplus.

RESOLVED, that 50 shares of the Corporation be issued to in consideration of the binding obligation of Barbara Barr

*To perform services, the agreed value of which is \$1.00  
under a promissory note dated 05/23/20015 in the amount of  
\$1.00 and due on 05/23/2001.*

*By Robert Barr, President*

and, as to common shares without par value, the amount of \$1.00 per share shall be allocated to stated capital and the balance shall be allocated to surplus.

RESOLVED, that upon receipt of *services or property with an agreed value equal to payments equal to* the stated capital of such shares, the officers shall issue certificates representing such shares.

RESOLVED, that any shares of the Corporation which are issued in consideration of a binding obligation to pay the purchase price or subscription price in cash or other property or a binding obligation to perform services, shall be held by the Corporation in escrow until the obligation is performed in full in accordance with an escrow agreement in the form of the escrow agreement annexed hereto; and that the Corporation shall credit any distributions in respect of such shares held in escrow against any unperformed obligations.

RESOLVED, that, upon written consent of all the shareholders, the officers are authorized, but not directed, to execute and file with the Internal Revenue Service an election of the Corporation to be treated as a "small business corporation" under the provisions of Subchapter S of Chapter I of the Internal Revenue Code.

RESOLVED, that the fiscal year of the Corporation shall end on the last day of the month of in each year.

RESOLVED, that the principal office of the Corporation be established at  
58 Florida Street, Farmingdale, NY 11735

RESOLVED, that the Corporation open a checking account with M & T Bank

and that the resolutions contained in the printed certificate annexed hereto be adopted as  
resolutions of this board of directors as though here fully set forth.

RESOLVED, that the secretary is authorized and directed to execute, acknowledge and file in  
the office of the State Tax Commission a registration certificate as required by Tax Law  
Section 275-a.

**IN WITNESS WHEREOF,** we have subscribed this certificate on

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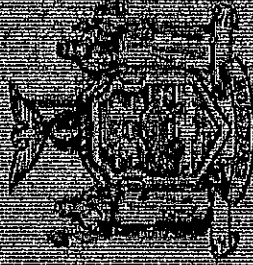
New York State Department of Taxation and Finance

## Certificate of Authority

Identification Number

**11-3611597**

*(Also the number on all returns and correspondence)*



ENECON NORTHEAST APPLIED POLYMER SYSTEMS, INC.  
58 FLORIDA ST.  
FARMINGDALE NY 11735-5301

Dept of Tax  
and Finance

**VALIDATED**

**11/4/2009**

authorized to collect sales and use taxes under Articles 26 and 28 of the New York State Tax Law

Nontransferable

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

050111080000

DC3-3690665 P0001371-01

DTF-17-A-R (1/08)

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Robert Barr  
Date of birth: 02/29/1948  
Home address: 88 Old Broadway  
City: Sayville State/Province/Territory: NY Zip/Postal Code: 11782  
Country: US

Business Address: 150 Schmitt Blvd  
City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735  
Country: US  
Telephone: 631-414-7818

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>05/23/2001</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

150 shares

1 File(s) Uploaded: Certificate of Directors' Action.pdf

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

---

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

I, Robert Barr, hereby acknowledge that a materially false statement 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, Robert Barr, 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.

**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.

Enecon Northeast Applied Polymer Systems, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Robert Barr [SOLUTIONS@ENECONAPS.COM]

President

Title

10/14/2020 12:13:42 PM

Date

**CERTIFICATE OF  
DIRECTORS' ACTION  
OF  
ENECON Northeast Applied Polymer Systems**

The undersigned, being all the directors of the Corporation, hereby adopt the following resolutions:

RESOLVED, that the undersigned are willing to serve as directors and accept their appointment as such.

RESOLVED, that the directors acknowledge that the certificate of incorporation was filed with the Department of State and that a copy of the certificate of incorporation and the filing receipt issued by the Department of State are annexed hereto.

RESOLVED, that the by-laws in the form adopted by the incorporator(s) and annexed to these minutes shall be the by-laws of the Corporation.

RESOLVED, that the following are elected officers of the Corporation to serve in accordance with the by-laws:

President	Robert Barr
Vice-President	Michael Barr
Secretary	Barbara Barr
Treasurer	Barbara Barr

RESOLVED, that the treasurer of the Corporation be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the Corporation and to reimburse any person who has made any disbursement therefor.

RESOLVED, that for the purpose of authorizing the Corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this Corporation to transact business, the proper officers of the Corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Corporation to transact business therein.

RESOLVED, that the form of certificate for shares of the Corporation shall be in the form of the specimen certificate annexed hereto.

RESOLVED, that the shares of the Corporation are to be issued as follows:

Number	Name	Consideration
1001	Robert Barr	150
1501	Barbara Barr	50

RESOLVED, that, upon receipt of payment for shares, the officers shall issue certificates representing such shares and, as to common shares without par value, the amount of \$ 0.00 per share shall be allocated to stated capital and the balance of the consideration received shall be allocated to surplus.

RESOLVED, that 50 shares of the Corporation be issued to in consideration of the binding obligation of Barbara Barr

*To perform services, the agreed value of which is \$1.00  
under a promissory note dated 05/23/20015 in the amount of  
\$1.00 and due on 05/23/2001.*

*By Robert Barr, President*

and, as to common shares without par value, the amount of \$1.00 per share shall be allocated to stated capital and the balance shall be allocated to surplus.

RESOLVED, that upon receipt of *services or property with an agreed value equal to payments equal to* the stated capital of such shares, the officers shall issue certificates representing such shares.

RESOLVED, that any shares of the Corporation which are issued in consideration of a binding obligation to pay the purchase price or subscription price in cash or other property or a binding obligation to perform services, shall be held by the Corporation in escrow until the obligation is performed in full in accordance with an escrow agreement in the form of the escrow agreement annexed hereto; and that the Corporation shall credit any distributions in respect of such shares held in escrow against any unperformed obligations.

RESOLVED, that, upon written consent of all the shareholders, the officers are authorized, but not directed, to execute and file with the Internal Revenue Service an election of the Corporation to be treated as a "small business corporation" under the provisions of Subchapter S of Chapter I of the Internal Revenue Code.

RESOLVED, that the fiscal year of the Corporation shall end on the last day of the month of in each year.



RESOLVED, that the principal office of the Corporation be established at  
58 Florida Street, Farmingdale, NY 11735

RESOLVED, that the Corporation open a checking account with M & T Bank

and that the resolutions contained in the printed certificate annexed hereto be adopted as resolutions of this board of directors as though here fully set forth.

RESOLVED, that the secretary is authorized and directed to execute, acknowledge and file in the office of the State Tax Commission a registration certificate as required by Tax Law Section 275-a.

**IN WITNESS WHEREOF,** we have subscribed this certificate on

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## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Barr  
Date of birth: 02/15/1976  
Home address: 372 Oakwood Ave  
City: west islip State/Province/Territory: NY Zip/Postal Code: 11795  
Country: US

Business Address: 150 schmitt blvd  
City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735  
Country: US  
Telephone: 6314147818

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>09/01/2002</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☐ NO ☒ If Yes, provide details.

---

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

---

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

I, Michael Barr, hereby acknowledge that a materially false statement 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 Barr, 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.

**CERTIFICATION**

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ENECON Northeast Applied Polymer System's Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Michael Barr [MBARR@ENECONAPS.COM]

Vice President

Title

09/18/2020 10:24:27 AM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Barbara Barr  
Date of birth: 10/06/1947  
Home address: 88 Old Broadway Ave  
City: Sayville State/Province/Territory: NY Zip/Postal Code: 11782  
Country: US
- Business Address: 150 Schmitt Blvd  
City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735  
Country: US  
Telephone: 631-414-7818
- Other present address(es):  
City: FARMINGDALE State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: 16314147818

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	<u>05/23/2001</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>05/23/2001</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

50 shares

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

---

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?



YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

---

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

---

I, Barbara Barr , hereby acknowledge that a materially false statement 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, Barbara Barr , 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.

**CERTIFICATION**

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ENECON Northeast APS, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Barbara Barr [BBARR@ENECONAPS.COM]

Treasurer & Secretary

Title

10/14/2020 02:23:47 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: ENECON Northeast A.P.S. Inc.

Address: 150 Schmitt Blvd.

City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735

Country: US

2. Entity's Vendor Identification Number: 113611597

3. Type of Business: Closely Held Corp (specify) \_\_\_\_\_

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

2 File(s) uploaded Certificate of Directors' Action.docx, Certificate of Directors' Action.docx

*No principals have been attached to this form.*

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

Robert W. Barr 88 Old Broadway Ave Sayville, NY 11782 - 150 shares

Barbara Barr 88 Old Broadway Ave Sayville, NY 11782 - 50 shares

*No shareholders, members, or partners have been attached to this form.*

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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

Electronically signed and certified at the date and time indicated by:

Robert Barr [SOLUTIONS@ENECONAPS.COM]

---

Dated: 10/14/2020 12:21:09 PM

---

Title: 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.

**CERTIFICATE OF  
DIRECTORS' ACTION  
OF  
ENECON Northeast Applied Polymer Systems**

The undersigned, being all the directors of the Corporation, hereby adopt the following resolutions:

RESOLVED, that the undersigned are willing to serve as directors and accept their appointment as such.

RESOLVED, that the directors acknowledge that the certificate of incorporation was filed with the Department of State and that a copy of the certificate of incorporation and the filing receipt issued by the Department of State are annexed hereto.

RESOLVED, that the by-laws in the form adopted by the incorporator(s) and annexed to these minutes shall be the by-laws of the Corporation.

RESOLVED, that the following are elected officers of the Corporation to serve in accordance with the by-laws:

President	Robert Barr
Vice-President	Michael Barr
Secretary	Barbara Barr
Treasurer	Barbara Barr

RESOLVED, that the treasurer of the Corporation be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the Corporation and to reimburse any person who has made any disbursement therefor.

RESOLVED, that for the purpose of authorizing the Corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this Corporation to transact business, the proper officers of the Corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Corporation to transact business therein.

RESOLVED, that the form of certificate for shares of the Corporation shall be in the form of the specimen certificate annexed hereto.

RESOLVED, that the shares of the Corporation are to be issued as follows:

Number	Name	Consideration
1001	Robert Barr	150
1501	Barbara Barr	50

RESOLVED, that, upon receipt of payment for shares, the officers shall issue certificates representing such shares and, as to common shares without par value, the amount of \$ 0.00 per share shall be allocated to stated capital and the balance of the consideration received shall be allocated to surplus.

RESOLVED, that 50 shares of the Corporation be issued to in consideration of the binding obligation of Barbara Barr

*To perform services, the agreed value of which is \$1.00  
under a promissory note dated 05/23/20015 in the amount of  
\$1.00 and due on 05/23/2001.*

*By Robert Barr, President*

and, as to common shares without par value, the amount of \$1.00 per share shall be allocated to stated capital and the balance shall be allocated to surplus.

RESOLVED, that upon receipt of *services or property with an agreed value equal to payments equal to* the stated capital of such shares, the officers shall issue certificates representing such shares.

RESOLVED, that any shares of the Corporation which are issued in consideration of a binding obligation to pay the purchase price or subscription price in cash or other property or a binding obligation to perform services, shall be held by the Corporation in escrow until the obligation is performed in full in accordance with an escrow agreement in the form of the escrow agreement annexed hereto; and that the Corporation shall credit any distributions in respect of such shares held in escrow against any unperformed obligations.

RESOLVED, that, upon written consent of all the shareholders, the officers are authorized, but not directed, to execute and file with the Internal Revenue Service an election of the Corporation to be treated as a "small business corporation" under the provisions of Subchapter S of Chapter I of the Internal Revenue Code.

RESOLVED, that the fiscal year of the Corporation shall end on the last day of the month of in each year.



RESOLVED, that the principal office of the Corporation be established at  
58 Florida Street, Farmingdale, NY 11735

RESOLVED, that the Corporation open a checking account with M & T Bank

and that the resolutions contained in the printed certificate annexed hereto be adopted as resolutions of this board of directors as though here fully set forth.

RESOLVED, that the secretary is authorized and directed to execute, acknowledge and file in the office of the State Tax Commission a registration certificate as required by Tax Law Section 275-a.

**IN WITNESS WHEREOF,** we have subscribed this certificate on

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## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 113611597

LOVELL SAFETY MGMT CO., LLC  
110 WILLIAM STREET 12TH FLR  
NEW YORK NY 10038



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> ENECON NE APPLIED POLYMER SYSTEMS 150 SCHMITT BLVD FARMINGDALE NY 11735	<b>CERTIFICATE HOLDER</b> NASSAU COUNTY OFFICE OF PURCHASING 1 WEST STREET MINEOLA NY 11501
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<b>POLICY NUMBER</b> Z 2419 784-0	<b>CERTIFICATE NUMBER</b> 889788	<b>POLICY PERIOD</b> 04/01/2020 TO 04/01/2021	<b>DATE</b> 03/02/2020
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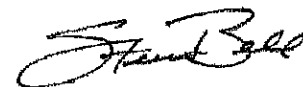
THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2419 784-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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

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

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 834304139



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## ADDITIONAL REMARKS SCHEDULE

AGENCY Insight Companies Inc.		NAMED INSURED ENECON Northeast Applied Polymer Systems Inc. 150 Schmitt Blvd. Farmingdale, NY 11735	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

The Additional Insured and/or Waiver of Subrogation if shown on this certificate are added provided this status is required by a written and executed contract.



New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

| nysif.com

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 113611597

LOVELL SAFETY MGMT CO., LLC  
110 WILLIAM STREET 12TH FLR  
NEW YORK NY 10038



SCAN TO VALIDATE  
AND SUBSCRIBE

POLICYHOLDER ENECON NE APPLIED POLYMER SYSTEMS 150 SCHMITT BLVD FARMINGDALE NY 11735		CERTIFICATE HOLDER NASSAU COUNTY OFFICE OF PURCHASING 1 WEST STREET MINEOLA NY 11501	
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POLICY NUMBER Z 2419 784-0	CERTIFICATE NUMBER 889788	POLICY PERIOD 04/01/2020 TO 04/01/2021	DATE 03/02/2020
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2419 784-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 834304139



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## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

\*\*\*\*\* 113611697  
LOVELL SAFETY MGMT CO., LLC  
110 WILLIAM STREET 12TH FLR  
NEW YORK NY 10038



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> ENECON NE APPLIED POLYMER SYSTEMS 150 SCHMITT BLVD FARMINGDALE NY 11735		<b>CERTIFICATE HOLDER</b> NASSAU COUNTY OFFICE OF PURCHASING 1 WEST STREET MINEOLA NY 11501	
<b>POLICY NUMBER</b> Z2419 784-0	<b>CERTIFICATE NUMBER</b> 889788	<b>POLICY PERIOD</b> 04/01/2020 TO 04/01/2021	<b>DATE</b> 7/29/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2419 784-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 834304139

State of New York  
Department of State

} ss:

I hereby certify, that the Certificate of Incorporation of ENECON NORTHEAST APPLIED POLYMER SYSTEMS, INC. was filed on 05/23/2001, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

The Biennial Statement is past due.



\*\*\*

*WITNESS my hand and the official seal  
of the Department of State at the City of  
Albany, this 01st day of November two  
thousand and nineteen.*

*Brendan C. Hughes*

Brendan C Hughes  
Executive Deputy Secretary of State

BLANKET PURCHASE ORDER

BPO ID: BPNC19000047

PRINT DATE: 07/17/2020

PAGE: 01

TO CONTRACTOR:

113611597

ENECON NORTHEAST A.P.S., INC.

150 SCHMITT BLVD

FARMINGDALE

NY 11735-

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS

CONCERNING THIS ORDER TO:

CIMINERA, DEIRDRE 1-5820

(516) 571-5820

ITB ID	F.O.B. POINT	EXPIRATION DATE	EFFECTIVE DATE	DISCOUNT TERMS
	DESTINATION	03/31/2021	04/01/19	0% NET 30

TERMS:

\*\*\*\*\*

TITLE: CONCRETE, METAL AND TANK REPAIR

.

AUTHORITY: AWARDED UNDER S/B # 92974-12048-181 AFTER PUBLISHED NOTICE.

RR #11-2019 (A-9-19)

.

BUYER: DIERDRE CIMINERA

.

REPLACED BPNC13000332

\*\*\*\*\*

ANY EQUIPMENT RENTED FOR OTHER PURPOSES NOT ON THE LINE ITEMS MUST HAVE PRIOR APPROVAL FROM THE USING AGENCY AND WILL BE BILLED AT A COST PLUS 12% MARKUP. THE CONTRACTOR MUST INCLUDE THE ACTUAL RECEIPT WITH PRICING FROM THE RENTAL COMPANY WITH THEIR INVOICE TO BE COMPENSATED.

FOR ANY MATERIALS NOT ON THE LINE ITEM WILL BE BILLED AT A PARTS COST PLUS-RATE. THE VENDOR MUST SHOW PROOF OF WHAT THEY PAID FOR THE MATERIAL ON THEIR CLAIM VOUCHER. THE VENDOR MUST HAVE PRIOR APPROVAL FROM THE USING AGENCY.

.

PARTS: COST PLUS 12%

<< CONTINUED, NEXT PAGE >>



BLANKET PURCHASE ORDER

BPO ID: BPNC19000047

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CONTRACTOR MUST REMOVE, AT THEIR OWN COST, ALL HAZARDOUS MATERIALS AND LIQUIDS DURING THE NORMAL COURSE OF MAINTENANCE OR REPAIRS.

CONTRACTOR MUST MAINTAIN AND SUBMIT PROOF OF PROPER DISPOSAL WITH THEIR CLAIM FOR THE SERVICES BEING RENDERED.

HEAVY EQUIPMENT RENTALS WILL BE REIMBURSED WITHOUT MARKUP AS LONG AS A PAID INVOICE IS SUBMITTED WITH THE CLAIM.

IN ALL CASES, ALL EQUIPMENT RENTALS AND MATERIAL PURCHASES SHALL BE APPROVED BY A DESIGNATED COUNTY REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK.

VENDOR WILL SEND ONE TECHNICIAN UNLESS SPECIFIED BY AND/OR AGREE UPON BY COUNTY REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK.

CONTRACTOR WILL MAINTAIN STOCK OF REGULAR SUPPLY ITEMS COMMONLY USED IN THEIR TRADE (I.E. TAPE, SCREWS, CABLE TIES, ADHESIVE LIQUIDS, ETC.) AND ENSURE THAT MECHANICS ARRIVE AT THE JOBSITE ADEQUATELY SUPPLIED WITH SUCH. DEPARTURES FROM JOBSITE TO OBTAIN SUCH ITEMS SHALL NOT BE CHARGED AS TIME WORKED TO THE COUNTY. DEPARTURES FROM THE JOBSITE FOR OEM PARTS WILL BE WITH PRIOR APPROVAL OF THE DESIGNATED AGENCY REPRESENTATIVE AND SHALL BE OBTAINED FROM A SUPPLIER AS LOCAL TO THE JOBSITE AS REASONABLY POSSIBLE.

ON ALL JOBS PERFORMED BY THE VENDOR, JOB LOCATION SHALL BE RESTORED TO A SAFE AND AESTHETICALLY ACCEPTABLE CONDITION PRIOR TO DEPARTURE.

VENDOR MUST BE ABLE TO WORK AT MULTIPLE SITES AT A GIVEN TIME.

PROOF OF ADEQUATE QUALIFIED EMPLOYEES MAY BE REQUESTED PRIOR TO AWARD

TO INSURE AND FACILITATE PAYMENT, THE FOLLOWING MUST ACCOMPANY THE CONTRACTORS CLAIM:

1. TIME SHEET SIGNED BY AUTHORIZED COUNTY PERSONNEL. TIME SHEETS SHALL SHOW TIME OF ARRIVAL AND TIME OF DEPARTURE. TRAVEL TIME TO AND FROM PLACE OF EMPLOYMENT OR PRIOR JOBS SHALL NOT BE CONSIDERED IN THE TOTAL WORK TIME CHARGED TO THE USING AGENCY AND MUST NOT BE SUBMITTED.

2. DETAILS OF PARTS USED:

ONLY ACTUAL SYSTEM COMPONENTS SHOULD BE BILLED. IF PARTS ARE PURCHASED TO COMPLETE THE PROJECT, PHOTOCOPIES OF THE INVOICES MUST BE FURNISHED WITH THE CLAIM WITHOUT REVISION OR ERADICATION.

EXCEPTION: CONTRACTOR MAY BLOCK-OUT CREDIT PAYMENT DETAILS ON INVOICE. COMPLIANCE WITH THE ABOVE IS NECESSARY IN ORDER TO EXPEDITE THE PAYMENT. CLAIMS WITHOUT THE ABOVE WILL BE RETURNED TO CONTRACTOR

<< CONTINUED, NEXT PAGE >>

BLANKET PURCHASE ORDER

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WITHOUT PAYMENT UNTIL A COMPLETE CLAIM IS SUBMITTED.

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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
1	929-74		EA	1,540.0000
	TANK MAINTENANCE AND REPAIR			
	DURAWRAP STRUCTURAL CARBON FILTER REINFORCEMENT SYSTEMS CONSISTING OF:			
	DURAWRAP PRIMER -2 X 1 KG, DURAWRAP POLYMER CARBON FIBER-2 X 750 GM			
	UNITS & DWP 101 SYSTEM- 3" X 150' ROLL			
	U/M EACH			
2	929-74		EA	2,855.0000
	TANK MAINTENANCE AND REPAIR			
	DURAWRAP STRUCTURAL CARBON FILTER REINFORCEMENT SYSTEMS CONSISTING OF:			
	DURAWRAP PRIMER -4 X 1 KG, DURAWRAP POLYMER CARBON FIBER-4 X 750 GM			
	UNITS & DWP 102 SYSTEM- 6" X 150' ROLL			
	U/M EACH			
3	929-74		EA	5,765.0000
	TANK MAINTENANCE AND REPAIR			
	DURAWRAP STRUCTURAL CARBON FILTER REINFORCEMENT SYSTEMS CONSISTING OF:			
	DURAWRAP PRIMER -8 X 1 KG, DURAWRAP POLYMER CARBON FIBER-8 X 750 GM			
	UNITS & DWP 101 SYSTEM-12" X 150' ROLL			
	U/M EACH			
4	929-74		EA	760.0000
	TANK MAINTENANCE AND REPAIR			
	DURALLOY (MACHINEABLE GRADE METAL REPAIR COMPOSITE) 4 X 1 KG			
	REPAIR KITS/CS, U/M PER CS			
5	929-74		EA	300.0000
	TANK MAINTENANCE AND REPAIR			
	SPEEDALLOY (FAST CURING REPAIR SYSTEM) 12 X 167 GM A-PAKS/CS			
	U/M PER CS			

BLANKET PURCHASE ORDER

BFO ID: BENC19000047 PRINT DATE: 07/17/2020 PAGE: 04

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
6	929-74 TANK MAINTENANCE AND REPAIR		EA	200.0000
	SPEEDALLOY QS (SUPER FAST CURING LEAK STOPPER) 6 X 250 GM KITS U/M EACH			
7	929-74 TANK MAINTENANCE AND REPAIR		EA	425.0000
	CREAMALLOY CP + AC (ADVANCED COMPOSITE EROSION/CORROSION REBUILDING GRADE POLYMER COMPOSITE) 4 X 1 KG. REPAIR KITS/CS U/M PER CS			
8	929-74 TANK MAINTENANCE AND REPAIR		EA	830.0000
	CREAMALLOY CL + AC (ADVANCED COMPOSITE EROSION/CORROSION LIQUID/ COATING GRADE POLYMER COMPOSITE) 4 X 1 KG. UNITS/CS TWO LAYER, DIFFERENT COLORS REQUIRED U/M PER CS			
9	929-74 TANK MAINTENANCE AND REPAIR		EA	200.0000
	CREAMALLOY CP + NUCLEAR GRADE D. B. A. TESTED, ASTM 3911-89 (COMPOSITE/EROSION REBUILDING GRADE POLYMERIC COMPOSITE) 4 X 1 KG REPAIR KITS/CS U/M PER CS			
10	929-74 TANK MAINTENANCE AND REPAIR		EA	200.0000
	CREAMALLOY CL + NUCLEAR GRADE D. B. A. TESTED, (EROSION/CORROSION LIQUID/COATING GRADE POLYMERIC COMPOSITE) 4 X 1 KG UNITS/CS TWO LAYER, DIFFERENT COLORS REQUIRED U/M PER CS			
11	929-74 TANK MAINTENANCE AND REPAIR		EA	200.0000
	CREAMALLOY CBX HEAVY DUTY ABRASIVE RESISTANCE HIGH BUILD- TROWELABLE 1 X 5 KG. KIT W/ PRIMER U/M PER EACH			
12	929-74 TANK MAINTENANCE AND REPAIR		EA	45.0000
	ENECON 6003/403 (CEMENT, EPOXY, METAL REPAIR & HULL SMOOTHING KIT) 1 X 12 QT.KIT U/M EACH			

BLANKET PURCHASE ORDER

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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
13	929-74		EA	425.0000
	TANK MAINTENANCE AND REPAIR			
	DURA TOUGH DP (PASTE) REBUILDING GRADE ELASTO-POLYMER FOR CAVITATION RESISTANCE 4 X 500 GM. REPAIR KITS/CS (INCLUDES FOUR (4) DURA TOUGH PRIMER A-PACKS) U/M PER CS			
14	929-74		EA	200.0000
	TANK MAINTENANCE AND REPAIR			
	DURA TOUCH DL (LIQUID) SURFACING GRADE ELASTO-POLYMER FOR CAVITATION RESISTANCE, CONSISTS OF 4 X 500 GR UNITS DURATOUGH-GREEN 4 X 500 GR UNITS DURATOUGH-BLUE & 4 DURA TOUGH PRIMER A-PACKS U/M EACH			
15	929-74		EA	200.0000
	TANK MAINTENANCE AND REPAIR			
	DURATOUGH PRIMER PACK (10 A-PACKS) U/M PER PACK			
16	929-74		EA	200.0000
	TANK MAINTENANCE AND REPAIR			
	FLEXICLAD ER-ELATOMERIC RUBBER, 4 X 250 GMS COMPLETE KIT/CS U/M PER CS			
17	929-74		EA	375.0000
	TANK MAINTENANCE AND REPAIR			
	DURAQUARTZ MASONRY & CONCRETE REPAIR & RESURFACING POLYMER COMPOSITE 1 X 15 KG REPAIR SYSTEM INCLUDES SURFACE PRIMER, DURAQUARTZ RESINS & PRE-WETTED QUARTZITE AGGREGATE U/M EACH			
18	929-74		EA	375.0000
	TANK MAINTENANCE AND REPAIR			
	DURAQUARTZ LW LIGHT WEIGHT AGGREGATE & RESINS FOR OVERHEAD WORK 1 X 15 KG REPAIR SYSTEM U/M EACH			

BLANKET PURCHASE ORDER

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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
19	929-74 TANK MAINTENANCE AND REPAIR  DUR-A-FILL 1 X 60 KG RESIN SYSTEM U/M EACH		EA	1,880.0000
20	929-74 TANK MAINTENANCE AND REPAIR  ENCRETE WP SUPER FAST WATER PLUG 1 X 15 KG COMPLETE SYSTEM INCLUDES POWDER, MIXING PAILS, SPATULAS, APPLICATIONS & GLOVES, U/M EACH		EA	150.0000
21	929-74 TANK MAINTENANCE AND REPAIR  ENCRETE WS WET SURFACE WATERPROOFING POLYMER MODIFIED COATING 1 X 15 KG COMPLETE SYSTEM INCLUDES POWDER & POLYMER LIQUID ACTIVATOR. U/M EACH		EA	100.0000
22	929-74 TANK MAINTENANCE AND REPAIR  XPRES CONCRETE WATERPROOFING 50 LBS/PAIL U/M PAIL		EA	210.0000
23	929-74 TANK MAINTENANCE AND REPAIR  CHEMCLAD SC CHEMICAL RESISTANT 1 X 7 KG UNIT U/M EACH		EA	400.0000
24	929-74 TANK MAINTENANCE AND REPAIR  CHEMCLAD SC CHEMICAL RESISTANT 1 X 20 KG UNIT U/M EACH		EA	750.0000
25	929-74 TANK MAINTENANCE AND REPAIR  CHEMCLAD XC/NSF CHEMICAL RESISTANT PROTECTIVE COATING 1 X 7 KG UNIT U/M EACH		EA	750.0000

## BLANKET PURCHASE ORDER

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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
26	929-74 TANK MAINTENANCE AND REPAIR		EA	345.0000
27	NSF PACKAGE 4 X 750 GM KIT (WHITE) U/M PER KIT 929-74 TANK MAINTENANCE AND REPAIR		EA	200.0000
28	CHEMCLAD P4C PRIMER 1 X 6 KG. UNIT U/M EACH 929-74 TANK MAINTENANCE AND REPAIR		EA	325.0000
29	ENCLAD SUPERBOND HIGH PERFORMANCE STRUCTURAL ADHESIVE & BONDING AGENT 1 X 7 KG. UNIT U/M EACH 929-74 TANK MAINTENANCE AND REPAIR		EA	275.0000
30	ENCLAD FPS 2000 FLOOR PROTECTION SYSTEM 100% SOLIDS, HIGH GLOSS NO ODOR, ROLLER APLIED 1 X 7 KG. COMPLETE SYSTEM U/M EACH 929-74 TANK MAINTENANCE AND REPAIR		EA	285.0000
31	ENCLAD CFS 2000 FLOOR CLEAR SEALER 100% SOLIDS, NO ODOR, ROLLER APLIED 1 X 6 KG. COMPLETE SYSTEM U/M EACH 929-74 TANK MAINTENANCE AND REPAIR		EA	378.0000
32	ENCLAD SPS SELF-PRIMING SCREED FOR SMOOTHING ROUGH CONCRETE 100% SOLIDS, NO ODOR, SQUEEGEE APPLIED 1 X 20 KG. COMPLETE SYSTEM U/M EACH 929-74 TANK MAINTENANCE AND REPAIR		EA	500.0000
33	ENCLAD SPS SELF-PRIMING SCREED FOR SMOOTHING ROUGH CONCRETE 100% SOLIDS, NO ODOR, SQUEEGEE APPLIED 9 X 20 KG. COMPLETE SYSTEM U/M EACH 929-74 TANK MAINTENANCE AND REPAIR		EA	300.0000

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	ENSEAL HR WATER BASED, CERAMIC FILLED, HEAT REFRACTIVE, MOISTURE RESISTANT COATING, INSULATION PROTECTION 1 X 20 LITER BUCKET U/M EACH		
34	929-74	EA	450.0000
	TANK MAINTENANCE AND REPAIR		
	ENSEAL CR WATER-BASED, CORROSION-INHIBITED, UV RESISTANT, MOISTURE RESISTANT COATING FOR METAL STRUCTURES COLOR: LT GRAY U/M EACH		
35	929-74	EA	265.0000
	TANK MAINTENANCE AND REPAIR		
	ENSEAL MP PENETRANT/WEATHER BARRIER 1 X 20 LITER BUCKET U/M EACH		
36	929-74	EA	100.0000
	TANK MAINTENANCE AND REPAIR		
	PERMA FLEX 1100 ELASTOMERIC PRIMING SYSTEM FOR CONCRETE 3 GALLON SYSTEM U/M EACH		
37	929-74	EA	400.0000
	TANK MAINTENANCE AND REPAIR		
	APS TANK COATING NSP-120 NSF HIGH-BUILD COATING SYSTEM- 3 GALLON SYSTEM U/M EACH		
38	929-74	EA	45.0000
	TANK MAINTENANCE AND REPAIR		
	AGGREGATE 100 LBS/BAG U/M PER BAG		
39	929-74	EA	60.0000
	TANK MAINTENANCE AND REPAIR		
	Q28 COLOR QUARTZ 50 LBS/BAG U/M PER BAG		
40	929-74	EA	300.0000
	TANK MAINTENANCE AND REPAIR		
	VINYL COLOR CHIPS 250 LBS/ BOX U/M PER BOX		
41	929-74	EA	60.0000
	TANK MAINTENANCE AND REPAIR		
	GREEN BLAST 50 LBS/BAG U/M PER BAG		

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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
42	929-74 TANK MAINTENANCE AND REPAIR		EA	45.0000
43	929-74 TANK MAINTENANCE AND REPAIR		EA	190.0000
44	929-74 TANK MAINTENANCE AND REPAIR		EA	210.0000
45	929-74 TANK MAINTENANCE AND REPAIR		EA	1,880.0000
46	929-74 TANK MAINTENANCE AND REPAIR		EA	250.0000
47	929-74 TANK MAINTENANCE AND REPAIR		EA	120.0000
48	929-74 TANK MAINTENANCE AND REPAIR		EA	140.0000
49	929-74 TANK MAINTENANCE AND REPAIR		EA	125.0000

POLY-CRETE CF URETHANE CONCRETE TOP COATS 80 SQ FT KIT U/M PER KIT



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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
50	929-74 TANK MAINTENANCE AND REPAIR		EA	375.0000
	DUR-A GLAZE # 4 RESIN SHOP FLOOR 5 GAL/PAIL U/M PER PAIL			
51	929-74 TANK MAINTENANCE AND REPAIR		EA	375.0000
	DUR-A GLAZE HARDENER SHOP FLOOR 5 GAL/PAIL U/M PER PAIL			
52	929-74 TANK MAINTENANCE AND REPAIR		EA	375.0000
	DUR-A GLAZE FAST HARDENER SHOP FLOOR 5 GAL/PAIL U/M PER PAIL			
53	929-74 TANK MAINTENANCE AND REPAIR		EA	375.0000
	DUR-A GLAZE WATER CLEAR HARDENER SHOP FLOOR 5 GAL/PAIL U/M PER PAIL			
54	929-74 TANK MAINTENANCE AND REPAIR		EA	300.0000
	VISCOTAQ EZ WRAP VISCOUS -ELASTIC AMORPHOUS A-POLAR POLYOLEFIN 2" X 24' EZ WRAP/CS U/M PER CASE			
55	929-74 TANK MAINTENANCE AND REPAIR		EA	400.0000
	VISCOTAQ EZ WRAP VISCOUS -ELASTIC AMORPHOUS A-POLAR POLYOLEFIN 4" X 24' EZ WRAP/CS U/M PER CASE			
56	929-74 TANK MAINTENANCE AND REPAIR		EA	300.0000
	VISCOTAQ EZ WRAP VISCOUS -ELASTIC AMORPHOUS A-POLAR POLYOLEFIN 6" X 24' EZ WRAP/CS U/M PER CASE			
57	929-74 TANK MAINTENANCE AND REPAIR		EA	410.0000

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	VISCOTAQ EZ WRAP VISCOUS -ELASTIC AMORPHOUS A-POLAR POLYOLEFIN		
	8" X 24' EZ WRAP/CS U/M PER CASE		
58	929-74	EA	610.0000
	TANK MAINTENANCE AND REPAIR		
	VISCOTAQ EZ WRAP VISCOUS -ELASTIC AMORPHOUS A-POLAR POLYOLEFIN		
	12"X 24' EZ WRAP/CS U/M PER CASE		
59	929-74	EA	405.0000
	TANK MAINTENANCE AND REPAIR		
	VISCOTAQ PASTE, VISCOUS-ELASTIC AMORPHOUS A-POLAR POLYOELFIN PASTE 9'		
	STRING, 1.25" X 1.5"/CS U/M PER CASE		
60	929-74	EA	360.0000
	TANK MAINTENANCE AND REPAIR		
	VISCOTAQ SEALANT, VISCOUS-ELASTIC AMORPHOUS A-POLAR POLYOELFIN CAULK		
	9' 30 OZ/1 QT TUBE/CS U/M PER CASE		
61	929-74	EA	125.0000
	TANK MAINTENANCE AND REPAIR		
	OUTER WRAP 4" X 100'/CS U/M PER CASE		
62	929-74	EA	90.0000
	TANK MAINTENANCE AND REPAIR		
	SIKA H-H PER GAL U/M PER GAL		
63	929-74	EA	6.5000
	TANK MAINTENANCE AND REPAIR		
	SIKA COMBI FLEX 4" U/N PER FT.		
64	929-74	EA	8.5000
	TANK MAINTENANCE AND REPAIR		
	SIKA COMBI FLEX 6" U/M PER FT.		
65	929-74	EA	11.0000
	TANK MAINTENANCE AND REPAIR		
	SIKA COMBI FLEX 12" U/M PER FT.		
66	929-74	EA	60.0000
	TANK MAINTENANCE AND REPAIR		
	SIKA ARMATEC 110 U/M PER GAL.		

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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
67	929-74 TANK MAINTENANCE AND REPAIR		EA	40.0000
	SIKA 2C NS/SL U/M PER CS			
68	929-74 TANK MAINTENANCE AND REPAIR		EA	65.0000
	SIKSDUR 31 HI-MOD GEL U/M PER GAL			
69	929-74 TANK MAINTENANCE AND REPAIR		EA	200.0000
	SIKAFLEX PRIMERS U/M PER GAL			
70	929-74 TANK MAINTENANCE AND REPAIR		EA	35.0000
	SIKAFLEX PRIMERS U/M PER PINT			
71	929-74 TANK MAINTENANCE AND REPAIR		EA	25.0000
	SIKA ACCELERATOR PER 25 OZ. CAN U/M EACH			
72	929-74 TANK MAINTENANCE AND REPAIR		EA	43.0000
	DOW DERKANE 411 VINYL ESTER RESIN U/M PER GAL			
73	929-74 TANK MAINTENANCE AND REPAIR		EA	45.0000
	DOW DERKANE 510 VINYL ESTER RESIN U/M PER GAL			
74	929-74 TANK MAINTENANCE AND REPAIR		EA	50.0000
	DOW DERKANE 470 VINYL ESTER RESIN U/M PER GAL			
75	929-74 TANK MAINTENANCE AND REPAIR		EA	50.0000
	DOW DERKANE 8084 VINYL RESIN PRIMER U/M PER GAL			

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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
76	929-74 TANK MAINTENANCE AND REPAIR		EA	51.0000
	ASHLAND HETRON 197 RESIN U/M PER GAL			
77	929-74 TANK MAINTENANCE AND REPAIR		EA	47.0000
	ASHLAND HETRON 922 VINYL ESTER RESIN U/M PER GAL			
78	929-74 TANK MAINTENANCE AND REPAIR		EA	47.0000
	ASHLAND HETRON 970 VINYL ESTER RESIN U/M PER GAL			
79	929-74 TANK MAINTENANCE AND REPAIR		EA	49.0000
	ASHLAND HETRON 922FR VINYL ESTER RESIN U/M PER GAL			
80	929-74 TANK MAINTENANCE AND REPAIR		EA	50.0000
	ASHLAND HETRON 7241-T15 ISOPATHIC RESIN U/M PER GAL			
81	929-74 TANK MAINTENANCE AND REPAIR		EA	55.0000
	FURAN RESIN U/M PER GAL			
82	929-74 TANK MAINTENANCE AND REPAIR		EA	35.0000
	BRUSH COAT (WHITE, GRAY, & BLACK) U/M PER GAL			
83	929-74 TANK MAINTENANCE AND REPAIR		EA	45.0000
	PUTTY FILLER U/M PER GAL			
84	929-74 TANK MAINTENANCE AND REPAIR		EA	2.0000
	FIBERGLASS REINFORCEMENT (4 LBS/GAL OF RESIN USED) U/M PER GAL			

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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
85	929-74 TANK MAINTENANCE AND REPAIR		EA	250.0000
	ANNUAL INSPECTION OF FIBERGLASS STORAGE TANKS-UNDER 10,000 GAL TANK (COST/TANK)			
86	929-74 TANK MAINTENANCE AND REPAIR		EA	250.0000
	FIVE YEARL INSPECTION OF FIBERGLASS STORAGE TANKS-UNDER 10,000 GAL TANK (COST/TANK)			
87	929-74 TANK MAINTENANCE AND REPAIR		EA	450.0000
	ANNUAL INSPECTION OF FIBERGLASS STORAGE TANKS-OVER 10,000 GAL TANK (COST/TANK)			
88	929-74 TANK MAINTENANCE AND REPAIR		EA	450.0000
	FIVE YEAR INSPECTION OF FIBERGLASS STORAGE TANKS-OVER 10,000 GAL TANK (COST/TANK)			
89	929-74 TANK MAINTENANCE AND REPAIR		EA	125.0000
	LABOR FOR REPAIR OF FIBERGLASS STORAGE TANKS FRP(FIBERGLASS REINFORCED PLASTIC) LABOR FOR IN FIELD SERVICE BETWEEN THE HOURS OF 7:00 AM & 3:00 PM MONDAY TO FRIDAY REGULAR HOURLY RATE MINIMUM CHARGE: \$0.00			
90	929-74 TANK MAINTENANCE AND REPAIR		EA	31.2500
	EACH ADDITIONAL QUARTER HOUR LABOR FOR REPAIR OF FIBERGLASS STORAGE TANKS			
91	929-74 TANK MAINTENANCE AND REPAIR		EA	115.0000
	LABOR FOR REPAIR OF FIBERGLASS STORAGE TANKS FRP LABOR FOR IN SHOP SERVICE BETWEEN << CONTINUED, NEXT PAGE >>			

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THE HOURS OF 7:00 AM & 3:00 PM MONDAY TO FRIDAY

MINIMUM CHARGE- \$0.00

REGULAR HOURLY RATE

92	929-74	EA	28.7500
	TANK MAINTENANCE AND REPAIR		

EACH ADDITIONAL QUARTER HOUR

LABOR FOR REPAIR OF FIBERGLASS STORAGE TANKS

93	929-74	EA	
	TANK MAINTENANCE AND REPAIR		

PARTS: (FOR FRP & NON-FRP REPAIRS)

MANUFACTURER'S LIST PRICE LESS 0% ;

ALSO SPECIALIZED CONTRACTOR SERVICES

COST PLUS: 18%

94	929-74	EA	187.5000
	TANK MAINTENANCE AND REPAIR		

OVERTIME RATES: ALL OTHER TIMES (AFTER 3:00 PM OR BEFORE 7:00 AM

MONDAY THROUGH FRIDAY, OR ANY TIME ON SATURDAY OR SUNDAY.

FOR LABOR - REGULAR HOURLY RATE

LABOR FOR REPAIR OF FIBERGLASS STORAGE TANKS

95	929-74	EA	46.8800
	TANK MAINTENANCE AND REPAIR		

EACH ADDITIONAL QUARTER HOUR O/T

LABOR FOR REPAIR OF FIBERGLASS STORAGE TANKS

96	929-74	EA	.0001
	TANK MAINTENANCE AND REPAIR		

LABOR FOR REPAIR OF FIBERGLASS STORAGE TANKS.

CONTRACTOR SERVICE: FOR CLEAN-OUT, PUMP-OUT AND DECON ETC. AS NEEDED

(FOR BOTH FRP & NON-FRP SERVICE)

COST PLUS 18%

97	929-74	EA	132.0000
	TANK MAINTENANCE AND REPAIR		

NON-FIBERGLASS STRUCTURAL COMPONENTS & EQUIPMENT REPAIR LABOR:

ELECTRICIAN BETWEEN THE HOURS OF 7:00 AM & 3:00 PM MONDAY TO FRIDAY:

REGULAR HOURLY RATE

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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
98	929-74 TANK MAINTENANCE AND REPAIR		EA	33.1000
	EACH ADDITIONAL QUARTER HOUR NON-FIBERGLASS STRUCURAL COMPONENTS & EQUIPMENT REPAIR LABOR:			
99	929-74 TANK MAINTENANCE AND REPAIR		EA	198.5000
	ELECTRICIAN OVERTIME RATES: ALL OTHER TIMES (AFTER 3:00 PM OR BEFORE 7:00 AM MON.-FRI. OR ANY TIME ON SAT. OR SUN.) REGULAR HOURLY RATE NON-FIBERGLASS STRUCURAL COMPONENTS & EQUIPMENT REPAIR LABOR:			
100	929-74 TANK MAINTENANCE AND REPAIR		EA	49.6400
	EACH ADDITIONAL QUARTER HOUR NON-FIBERGLASS STRUCURAL COMPONENTS & EQUIPMENT REPAIR LABOR:			
101	929-74 TANK MAINTENANCE AND REPAIR		EA	132.6000
	NON-FIBERGLASS STRUCURAL COMPONENTS & EQUIPMENT REPAIR LABOR: PLUMBER BETWEEN THE HOURS OF 7:00 AM & 3:00 PM MONDAY TO FRIDAY: REGULAR HOURLY RATE			
102	929-74 TANK MAINTENANCE AND REPAIR		EA	33.1000
	EACH ADDITIONAL QUARTER HOUR NON-FIBERGLASS STRUCURAL COMPONENTS & EQUIPMENT REPAIR LABOR:			
103	929-74 TANK MAINTENANCE AND REPAIR		EA	198.5000
	PLUMBER OVERTIME RATES: ALL OTHER TIMES (AFTER 3:00 PM OR BEFORE 7:00 AM MON.-FRI. OR ANY TIME ON SAT. OR SUN.) REGULAR HOURLY RATE NON-FIBERGLASS STRUCURAL COMPONENTS & EQUIPMENT REPAIR LABOR:			
104	929-74 TANK MAINTENANCE AND REPAIR		EA	49.7300

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EACH ADDITIONAL QUARTER HOUR PLUMBER  
 NON-FIBERGLASS STRUCURAL COMPONENTS & EQUIPMENT REPAIR LABOR:  
 105 929-74 EA 120.0000  
 TANK MAINTENANCE AND REPAIR

LABOR BETWEEN THE HOURS OF 7:00 AM & 3:00 PM MON.-FRI.  
 (EXCLUDES FPR INSTALLATION)  
 MINIMUM CHARGE: NONE  
 REGULAR HOURLY RATE  
 NON FIBERGLASS REPAIR/PROTECTION/REPLACEMENT.

106 929-74 EA 30.0000  
 TANK MAINTENANCE AND REPAIR

LABOR BETWEEN THE HOURS OF 7:00 AM & 3:00 PM MONDAY-FRIDAY  
 (EXCLUDES FPR INSTALLATION)  
 EACH ADDITIONAL QUARTER HOUR  
 NON-FIBERGLASS REPAIR/PROTECTION/REPLACEMENT

107 929-74 EA 180.0000  
 TANK MAINTENANCE AND REPAIR

NON FPR OVERTIME RATES: ALL OTHER TIMES (AFTER 3:00 PM OR BEFORE  
 7:00 AM MON.-FRI. OR ANY TIME ON SAT. OR SUN.)  
 REGULAR HOURLY RATE  
 NON FIBERGLASS REPAIR/PROTECTION/REPLACEMENT.

108 929-74 EA 45.0000  
 TANK MAINTENANCE AND REPAIR

NON FPR OVERTIME RATES: ALL OTHER TIMES (AFTER 3:00 PM OR BEFORE  
 7:00 AM MONDAY - FRIDAY OR ANYTIME ON SATURDAY OR SUNDAY)  
 EACH ADDITIONAL QUARTER HOUR  
 NON-FIBERGLASS REPAIR/PROTECTION/REPLACEMENT

END OF ITEM LIST

TERMS:

\*\*\*RR\*\*\*\*\*  
 The County of Nassau (hereinafter called the County) represented by  
 the Director, Office of Purchasing (hereinafter called the Director),  
 and the individual, partnership, joint venture or corporation named  
 above (hereinafter called the contractor) mutually agree to perform  
 this contract in strict accordance with the general provisions attach-  
 ed hereto and the specifications, terms and conditions contained here-  
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in.

WORK TO BE PERFORMED FOR: VARIOUS NASSAU COUNTY AGENCIES

WARRANTY PERIOD: ON SERVICE, REPAIRS RENDERED  
PARTS & LABOR: 360 DAYS

PERIOD COVERED: SHALL BE FOR ONE (1) YEAR FROM THE EFFECTIVE DATE  
WITH AN OPTION BY THE COUNTY OF NASSAU TO EXTEND THE BLANKET PURCHASE  
ORDER UP TO AN ADDITIONAL FOUR (4) YEAR(S), AT UP TO ONE (1) YEAR  
OPTIONS. HOWEVER, THE TERMINATION OF THIS CONTRACT MAY BE FURTHER  
EXTENDED UP TO TWO (2) MONTHS BEYOND THE TERMINATION DATE STATED  
HEREIN.

THE MAXIMUM PERIOD OF THIS CONTRACT WITH OPTIONS RENEWED SHALL BE  
FIVE YEARS, AND, IF THE FURTHER EXTENSION IS APPLIED, UP TO FIVE  
(5) YEARS AND TWO (2) MONTHS.

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

ALL PRICES, TERMS AND CONDITIONS OF THE AFOREMENTIONED BID SHALL  
APPLY TO THIS CONTRACT AND ANY AMENDMENTS THERETO.

TERMINATION: THE COUNTY RESERVES THE RIGHT TO CANCEL THIS BLANKET  
PURCHASE 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.

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 THE SATISFACTORY COMPLETION OF THE REQUIRED SERVICES AS  
SPECIFIED.

VENDOR CLAIM CERTIFICATION

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

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED  
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AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE 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 OR CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL\*\*  
\*\*\* BE RETURNED TO YOU UNPAID.\*\*\*\*\*

BILLING SHALL BE RENDERED ON CERTIFIED INVOICE OR COUNTY CLAIM FORM IN DETAIL, LISTING PARTS AND MATERIALS USED, THEIR PRICES, AND LABOR SHOWN IN HOURS AND EXTENDED RATES

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

INSURANCE AND WORKERS COMPENSATION:

1. 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 this contract, a policy of comprehensive and general liability insurance on which vendor and County are

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each named insureds, including, but not limited to, the torts and negligence of vendor's personnel, with a combine single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence, all at vendor's sole cost and expense.

2. The vendor shall comply with all provisions of the Worker's Compensation Law, and shall furnish a certificate showing evidence of current coverage.
3. All insurance coverage as stipulated herein shall be subject to the approval of the Division of Real Estate and Insurance of the County of Nassau.
4. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY BE CAUSE FOR CANCELLATION OF THE BLANKET PURCHASE ORDER/PURCHASE ORDER.

INSURANCE COVERAGE: Evidence of Liability and Workman's Compensation coverage is an integral part of this contract, and such evidence is to be sent within Ten (10) business days after the receipt of this Blanket Purchase Order/Purchase Order, or such earlier time as requested by the County, to this Office to the attention of

ATTN: DEIRDRE CIMIENRA (BPNC19000047)  
Nassau County Office of Purchasing  
1 WEST STREET  
NORTH ENTRANCE  
MINEOLA, NY 11501

Forms such as the ACCORD 25-S or the U-26.3 must list the Blanket or Purchase Order Number and the buyers name>

PARTICIPATION BY POLITICAL SUBDIVISIONS:

The successful bidder 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.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, its agents, officers and employees from and against any and all losses, costs, ex-  
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penses (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.

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

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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/WBE's") 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/WBE's 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 and 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

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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 Contractors fulfillment of Best Efforts to obtain participation by Certified M/WBE's.

(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 is 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 the 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 impositions 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, 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

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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 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 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 therefor 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 a 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 following term meanings shall apply:

"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.

"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

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or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or any other securities.

"County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) 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.

"County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

"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

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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 the 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 time frame 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.

"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 (1) of these rules.

"Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

"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  
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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.

GENERAL CONDITIONS (REPAIRS):

ALL REPAIRS TO BE MADE IN ACCORDANCE WITH "OSHA" SAFETY REQUIREMENTS. CONTRACTOR WILL FURNISH ALL LABOR, MATERIALS, TRANSPORTATION, TOOLS, INSTRUMENTATION, PARTS AND ACCESSORIES NECESSARY TO REPAIR AND RESTORE THE EQUIPMENT TO OPTIMUM OPERATING CONDITION.

ALL CONTRACTOR PERSONNEL ASSIGNED TO ANY REQUIREMENT OF A CONTRACT ESTABLISHED MUST BE FULLY QUALIFIED AND COGNIZANT OF THE REQUIRED AND APPLICABLE ELECTRICAL CODES AND SAFETY REQUIREMENTS, AND MUST ADHERE TO THEM.

ALL PARTS SUPPLIED MUST MATCH AND INTER-MEMBER WITHOUT MODIFICATION TO THE DESIGNATED EQUIPMENT, AND MUST BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE MANUFACTURER OF THE PART TO BE REPLACED. EXCEPT AS OTHERWISE SPECIFIED, ALL CONTRACT REQUIREMENTS WILL BE PERFORMED AT THE SITE AS REQUIRED.

ANY REQUIREMENT TO REMOVE ANY PART OF THE EQUIPMENT OR SYSTEM(S) TO CONTRACTOR'S SHOP, MUST BE APPROVED BY AN AUTHORIZED AGENCY REPRESENTATIVE. NASSAU COUNTY SHALL SUPPLY ALL UTILITIES WHICH ARE AVAILABLE ON LOCATION INsofar AS COMPATIBILITY REQUIREMENTS PERMIT. ALL REQUIREMENTS PERFORMED BY THE CONTRACTOR WILL BE SUBJECT TO INSPECTION AND APPROVAL BY AN AUTHORIZED DESIGNATED REPRESENTATIVE OF NASSAU COUNTY.

EMPLOYEES OF THE CONTRACTOR WHILE ON SERVICE CALL SHALL CARRY IDENTIFICATION BADGE OR CARD AND SHALL BE INSTRUCTED TO SUBMIT SAME TO SCRUTINY UPON REQUEST OF SECURITY OR SUPERVISORY PERSONNEL OF NASSAU COUNTY.

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PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as ENUMERATED IN THE PRICING SCHEDULE SECTION AND ALL INSTRUCTIONS must be complied with in order to receive payment.

\*\*\*\*\*

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices. THE COST PLUS RATE WILL BE PAID ONLY WHEN THERE IS NO manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

BIDDERS (CONTRACTORS) ARE HEREBY ADVISED THAT TO INSURE AND FACILITATE PAYMENT, THE FOLLOWING INFORMATION MUST ACCOMPANY THE CONTRACTOR'S CLAIM:

1. TIME SHEET SIGNED BY AUTHORIZED COUNTY PERSONNEL. TIME SHEETS SHALL SHOW TRAVEL TIME, IF ANY, TIME OF ARRIVAL, TIME OF DEPARTURE AND HOURS WORKED.
2. DETAILS OF PARTS USED:  
IF PARTS USED ARE REGULARLY CARRIED IN STOCK AND MANUFACTURER'S PRICE LISTS ARE USED TO PRICE REPAIR INVOICES, THE CONTRACTOR SHOULD FURNISH A COPY OF THE PRICE LIST TO THE OFFICE OF PURCHASING. IF PARTS ARE PURCHASED TO COMPLETE THE REPAIR, PHOTOCOPIES OF THE INVOICES MUST BE FURNISHED WITH THE CLAIM. COMPLIANCE WITH THE ABOVE IS NECESSARY IN ORDER TO EXPEDITE PAYMENT.

ACCESS CLAUSE: IF ANY PROVISION OF SECTION 952 OF THE OMNIBUS RECONCILIATION ACT OF 1980 (PL-96-499) IS FOUND BY A BODY OF COMPETENT JURISDICTION TO BE APPLICABLE TO THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL MAKE AVAILABLE UPON WRITTEN REQUEST BY THE SECRETARY OF HEALTH & HUMAN SERVICES, OR BY THE CONTROLLER GENERAL OF THE GENERAL ACCOUNTING OFFICE, OR ANY OF THEIR DULY AUTHORIZED REPRESENTATIVES, A COPY OF THIS CONTRACT AND ANY EXECUTED AMENDMENTS THERETO, DOCUMENTS << CONTINUED, NEXT PAGE >>

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WHICH RELATE TO THE CALCULATION OF THE CHARGES STATED IN THE CONTRACT AND COPIES OF SERVICE REPORTS DOCUMENTING SERVICES PERFORMED. SUCH RECORDS WILL BE AVAILABLE IN ACCORDANCE WITH THE ABOVE FOR THE PERIOD OF SIX (6) YEARS AFTER THE FURNISHING OF ANY OF THE SERVICES DESCRIBED IN THIS CONTRACT.

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 UNDER NO OBLIGATION WHATSOEVER TO ISSUE SUCH DELIVERY ORDERS. THE BLANKET PURCHASE ORDER 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.

PARTICIPATION BY COUNTY DEPARTMENTS IN THIS BLANKET ORDER SHALL BE ACCOMPLISHED BY A DELIVERY ORDER (Form ADPICS GS D/O). THE DELIVERY ORDER IS PREPARED BY USING THE ADPICS 2360 SCREEN. AFTER RECEIVING ALL THE REQUIRED ELECTRONIC APPROVALS, THE DELIVERY ORDER WILL BE PRINTED, SIGNED BY THE AGENCY HEAD, AND MAILED TO THE VENDOR.

THIS BLANKET OR PURCHASE ORDER IS SUBJECT TO THE PROVISIONS OF THE NEW YORK STATE LABOR LAW AND THE CONTRACTOR WILL PAY THE PREVAILING WAGE RATE AS PUBLISHED BY THE NEW YORK STATE DEPARTMENT OF LABOR (SEE ATTACHED). PRC #2013008871, 54 PAGES.

DEFAULT: IF CONTRACTOR IS DEEMED TO BE IN DEFAULT AND SAID DEFAULT CONTINUES FOR MORE THAN FIFTEEN DAYS, THEN THE COUNTY MAY PERFORM SAID WORK EITHER ITSELF OR BY ENGAGING OTHERS AND THE COST THEREFOR, WILL BE DEDUCTED FROM THE CONTRACT. IF A GREATER SUM IS EXPENDED THAN IS DUE THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAME, UNLESS THE BONDING COMPANY HAS PERFORMED SAID WORK IN ACCORDANCE WITH THE PERFORMANCE SECURITY PROVISIONS HEREIN.

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

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

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:

Value of Contract	Administrative Fee
\$0 - \$10,000	\$0.00
Over \$10,000 - \$50,000	\$160.00
Over \$50,000 - \$100,000	\$266.00
Over \$100,000	\$533.00

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 for 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.

Prohibition of Gifts

In accordance with County Executive Order 2-2018, the contractor shall  
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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 the purpose 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.

Disclose of Conflicts of interest

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.

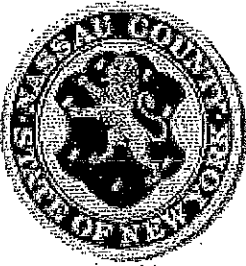
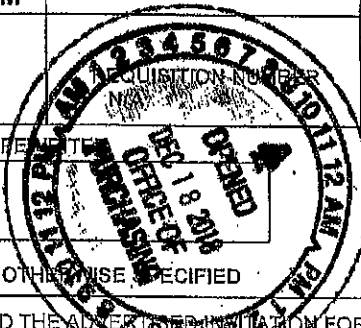
ALL TERMS CONDITIONS AND SPECIFICATIONS INCLUDED IN THE FORMAL SEALED BID NUMBERED 91051-12048-181 DATED 12/04/18 ARE INCORPORATED BY REFERENCE IN THIS BLANKET ORDER.

\*\*\*\*\*

CONC19002804 AUTHORIZES THE EXTENSION OF B/O #BPNC19000047 TO 03/31/2021 PER VENDOR LETTER DATED 12/06/19 SIGNED BY ROBERT BARR, PRESIDENT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK  <b>COUNTY OF NASSAU</b>	BID NUMBER 92974-12048-181
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM	Dated: 11/8/18
		BID OPENING DATE 12/04/18 11:00 A.M. E.S.T.
BUYER Deirdre Ciminera	TELEPHONE 516-571-5820	

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPE

**BID TITLE: Concrete Metal and Tank Repairs**

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

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

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

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

DELIVERY MADE TO: Nassau County Department of Public Works.	GUARANTEED DELIVERY DATE <u>on call</u> <u>5</u> DAYS AFTER RECEIPT OF ORDER EMPLOYERS FEDERAL TAX ID NUMBER <u>11-3611597</u>
--	--

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER <u>Enecon Northeast Applied Polymers Inc.</u>			
ADDRESS <u>150 Schmidt Blvd</u>			
CITY <u>Farmingdale</u>	STATE <u>NY</u>	ZIP CODE <u>11735</u>	TELEPHONE <u>631 414 7818</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>[Signature]</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>Robert F. Barr</u>	

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

## BID TERMS AND CONDITIONS

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

BPNC19000047  
 EST. 4/1/19

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

Director, Office of Purchasing



## DISCLOSURE STATEMENT

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

Bidders Name: ENECON Northeast Applied Polymers Inc.

Address: 150 Schmitt Blvd Farmingdale NY 11735

Telephone No: 631 414 7818 Fax No: 631 414 7822

1. State Whether: A Corporation YES 11-3611597  
Individual \_\_\_\_\_  
Partnership \_\_\_\_\_

## GUIDELINES FOR DISCLOSURE

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

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

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

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

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QUALIFICATION STATEMENT

BIDDER'S NAME: ENECON NORTH EAST Applied Polymer Systems

ADDRESS: 150 SCHMITT Blvd, Farmingdale, N.Y. 11735

1. STATE WHETHER: CORPORATION ☒ INDIVIDUAL ☐ PARTNERSHIP ☐

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)  
PRESIDENT Robert W. Barr - 132 EXETER RD, Massapequa, N.Y. 11758

VICE PRESIDENT Michael W. Barr - 372 Oakwood Ave. W. Islip, N.Y. 11795

SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes  
IF SO WHEN? 2013

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 26

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? \_\_\_\_\_  
NONE at the present time

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<u>Robert Barr</u>	<u>President</u>	<u>26</u>	<u>Advanced Polymers</u>	<u>ADMIN.</u>
<u>Michael Barr</u>	<u>Vice President</u>	<u>15</u>	<u>Restoration</u>	<u>Supervisor</u>

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL  
ENECON has 26 plus years applying and using Polymers for repairs and restoration OF Buildings and equipment required by this contract.

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

Michael Bark, Vice President

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

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

1. REFERENCE'S NAME:

Suffolk County DPW

ADDRESS:

335 Yaphank Ave

Yaphank, N.Y. 11980

TELEPHONE: 631-739-7043 CONTACT PERSON Robert D'Amillo

CONTRACT DATE:

12/25/16

Ongoing projects County facility including pump stations + waste facilities

2. REFERENCE'S NAME:

Town of Hempstead

ADDRESS:

350 Front Street

Hempstead, N.Y. 11550

TELEPHONE: 516-639-0813 CONTACT PERSON Jerry Marino - Dept. of General Svc.

CONTRACT DATE:

Projects ongoing Parks + Recreation +

Department of General Services

3. REFERENCE'S NAME:

EAST Williston School District

ADDRESS:

11 Bacon Road

Old Westbury, N.Y. 11568

TELEPHONE: 516-333-2559 CONTACT PERSON Nicholas Fusco - Dir. of Facilities

CONTRACT DATE:

June 2018 - Sept. 2018

Various School Facilities - Elementary, Middle + High Schools

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USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

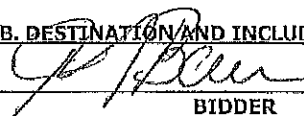
(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require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

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

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

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

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

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

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

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

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

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

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

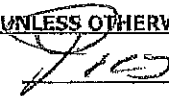
As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

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

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

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

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

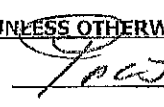
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

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

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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 (I) of these rules.

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

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

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

Prohibition of Gifts. 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.

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

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**INDEMNIFICATION:**

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

**DEFINITIONS:**

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

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

**IMPORTANT**

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

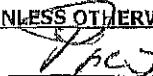
All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

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

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Page 3 of 4

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

N/A

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

N/A

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

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

Dated: 11/27/18

Signed: [Signature]  
Print Name: Robert Barr  
Title: President

Brian McCabe

BRIAN McCABE  
Notary Public, State of New York  
No. 4947708  
Qualified in Suffolk County  
Commission Expires 2/27/2019

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BIDDER SIGN HERE

[Signature]  
BIDDER

[Signature]  
TITLE

**SCOPE:** The purpose of this bid is to establish a price structure upon which purchases will be made under a Blanket Order. A Blanket Order shall be issued to the successful bidder. Unit price on the Blanket Order to be firm for a period of twelve (12) months.

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

**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.**

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

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

Delivery to be made 5 days or less on demand Days A/R/O.

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

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

**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.

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

**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.

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

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

**STATE PRICE PROTECTION PERIOD:** one year on contract term DAYS AFTER BID OPENING

**EXTENSION OF PRICE:** It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County

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BIDDER

  
TITLE

**OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL  
91051-12048-181**

of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.  
365 days.

**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.

**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.

**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.

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

**EQUIVALENT BIDS:** Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation in 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.

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

**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).

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BIDDER

TITLE

NO PARTIAL PAYMENTS WILL BE PAID.

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

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

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

Enecon Northeast Applied Polymers Inc. 11/27/18  
CLAIMANT NAME DATE  
J/Barr Robert Barr Pres  
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.

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

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

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

Enecon Northeast Applied Polymers Inc. 11/27/18  
Claimant Name Date  
J/Barr Robert Barr Pres  
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>

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J/Barr  
BIDDER

Pres  
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OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
91051-12048-181

**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 fall from the above reasons.

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

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

BIDDER SHALL STATE WARRANTY  
PERIOD: \_\_\_\_\_

365 One Year

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

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

5% for ever year extend from first year

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

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

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

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

- A) Certificate of Insurance name the County of Nassau as co-insured: ILLINOIS UNION INS. CO. / EVANSTON INS. CO.  
Or 40% Ins Fund  
B) Certificate of Insurance with Indemnification agreement (hold harmless clause): \_\_\_\_\_

Please See Attached Insurance documents

**NASSAU COUNTY MUST BE NAME AS THE ADDITIONAL INSURED**

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[Signature]  
BIDDER

[Signature]

TITLE

GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

**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.

**PRICE LISTS AND DISCOUNTS:** Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

**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.

**NON PERFORMANCE**

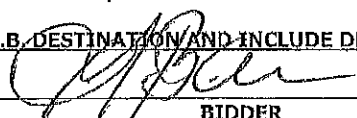
The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the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

**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

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deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

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

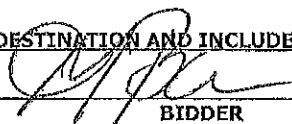
**TERMINATION PREROGATIVE:** The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

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

**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.

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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 NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED 1-108 DO NOT CONTAIN ANY TOXIC SUBSTANCES.  
All Items

X

[Signature]  
Signature

President  
Title

11/27/18  
Date

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BIDDER SIGN HERE

[Signature]  
BIDDER

[Signature]  
TITLE

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

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

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

this 27 day of November, 20 18 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor: Enceon Northeast Applied Polymers Inc.

Address: 150 Schmidt Blvd


Street: Schmidt Blvd

City, Town, etc: FARMINGDALE NY 11735

Telephone: 631 414 7818 Title: Pres

If applicable, responsible Corporate Officer

Name: Robert H BARR Title: Pres

Signature: [Signature] 

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

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

BIDDER SIGN HERE [Signature] BIDDER [Signature] TITLE

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:

6 PLATINUM COURT  
MEDFORD, NY 11763

ENECON CORPORATION Manufacturer  
[Signature] Signature  
Title EXECUTIVE VICE PRESIDENT

FURTHERMORE:

That we authorize

ENECON NORTHEAST APS  
(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.

ENECON CORPORATION Manufacturer  
[Signature] Signature  
Title EXECUTIVE VICE PRESIDENT  
NOVEMBER 27, 2018 Date

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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TITLE

**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 or service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

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

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

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

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

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

**ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.

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

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

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

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

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

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

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

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

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

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

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TITLE

**FIRM PRICES:** Prices will be firm for a period of 365 from the issuance of the Blanket Order and no changes will be allowed. If prices are increased or decreased by the manufacturer after 0 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.

**EVALUATION:**

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

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

**Ordinance # 72-2014**

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

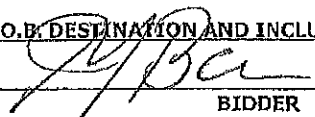
Further details about the registration process may be found at

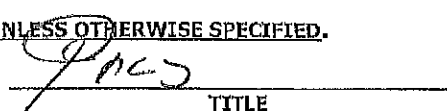
<https://eproc.nassaucountyny.gov/SupplierRegister>

**NAMES ONLY AT BID OPENING:** At the bid opening, ONLY the bidder's names will be read. Unit prices will NOT be read, but will be available when bid summary sheet is prepared.

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**SPECIFICATIONS:**

ITEM	U/M	Unit Cost	
1. Metal Repair	EA	\$ <u>1,540.00</u>	
Durawrap structural carbon filter reinforcement systems consisting of: Durawrap primer- 2 x 1 KG, Durawrap polymer carbon fiber- 2 x 750 GM, Units & DWP 101 system- 3" x 150' roll (U/M each)			
2. Metal Repair/Coatings	EA	\$ <u>2,855.00</u>	
Durawrap structural carbon filter reinforcement systems consisting of: Durawrap primer- 4 x 1 KG, Durawrap polymer carbon fiber- 4 x 750 GM, Units & DWP 102 system- 6" x 150' roll (U/M each)			
3. Metal Repair	EA	\$ <u>5,765.00</u>	
Durawrap structural carbon filter reinforcement systems consisting of: Durawrap primer- 8 x 1 KG, Durawrap polymer carbon fiber- 8 x 750 GM Units & DWP 101 system- 12" x 150' roll (U/M each)			
4. Metal Repair	PER CS	\$ <u>760.00</u>	✓
Duralloy (Machinable grade metal repair composite) 4 x 1 KG repair KITS/CS, U/M per CS			
5. Metal Repair	PER CS	\$ <u>300.00</u>	✓
Speedalloy (fast curing repair system) 12 x 167 GM A-PAKS/CS U/M per CS			
6. Metal Repair	EA	\$ <u>200.00</u>	✓
Speedalloy QS (super-fast curing leak stopper) 6 x 250 GM KITS U/M each			
7. Metal Repair	PER CS	\$ <u>425.00</u>	✓
Creamalloy CP + AC (advanced composite erosion/corrosion rebuilding grade polymer composite) 4 x 1 KG. repair KITS/CS U/M per CS			
8. Metal Repair	PER CS	\$ <u>830.00</u>	✓
Creamalloy CL + AC (advanced composite erosion/corrosion liquid/coating grade polymer composite) 4 x 1 KG. units/CS Two-layer, different colors required U/M per CS			
9. Metal Repair	PER CS	\$ <u>200.00</u>	✓
Creamalloy CP + nuclear grade D.B.A tested, ASTM 3911-89 (composite/erosion rebuilding grade polymeric composite) 4 x 1 KG repair KITS/CS U/M per CS			

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10. Metal Repair PER CS \$ 200.00  
Creamalloy CL + nuclear grade D.B.A tested  
(erosion/corrosion liquid/coating grade polymeric composite)  
4 x 1 KG units/CS two layer, different colors required U/M CS
11. Metal Repair EA \$ 200.00  
Creamalloy CBX heavy duty abrasive resistance high-build-trowelable  
1 x 5 KG, KIT w/ primer U/M per each
12. Metal Repair EA \$ 45.00  
Enecon 6003/403 (cement, epoxy, metal repair, & hull smoothing kit)  
1 x 12 QT. KIT U/M each
13. Metal Repair PER CS \$ 425.00  
Dura tough DP (paste) rebuilding grade elasto-polymer for cavitation resistance  
4 x 500 GM. Repair KITS/CS (includes four (4) dura tough primer A-packs)  
U/M per CS
14. Metal Repair EA \$ 200.00  
Dura touch DL (liquid) surfacing grade elasto-polymer for cavitation resistance  
Consists of:  
4 x 500 GR units duratough-green  
4 x 500 GR units duratough-blue &  
4 dura tough primer A-packs U/M each
15. Metal Repair PER PACK \$ 200.00  
Duratough primer pack (10 A-packs)  
U/M per pack
16. Metal Repair PER CS \$ 200.00  
Flexiclad ER – Elatimeric Rubber, 4 X 250 GMS Complete Kit/CS  
U/M per CS
17. Concrete Repair EA \$ 375.00  
Duraquartz masonry & concrete repair & resurfacing polymer composite  
1 x 15 KG repair system includes surface primer, duraquartz resins & pre-wetted quartzite aggregate  
U/M each
18. Concrete Maintenance/Repair EA \$ 375.00  
Duraquartz LW light weight aggregate & resins for overhead work  
1 x 15 KG repair system U/M each
19. Concrete Maintenance/Repair EA \$ 1,880.00  
Dur-a-fill 1 x 60 KG resin system U/M each

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| 20. Concrete Maintenance/Repair   | EA   | \$ <u>150.00</u>   |
| Encrete WP super-fast water plug<br>1 x 15 KG complete system includes powder, mixing pails, spatulas<br>Applications & gloves. U/M each          |      |                    |
| 21. Concrete Maintenance/Repair   | EA   | \$ <u>100.00</u>   |
| Encrete WS wet surface waterproofing polymer modified coating<br>1 x 15 KG complete system includes powder & polymer liquid activator<br>U/M each |      |                    |
| 22. Concrete Maintenance/Repair   | PAIL | \$ <u>210.00</u>   |
| Xprex concrete waterproofing 50 LBS/Pail U/M pail   |      |                    |
| 23. Concrete Maintenance/Repair   | EA   | \$ <u>400.00</u> ✓ |
| Chemclad SC chemical resistant<br>1 x 7 KG unit U/M each  |      |                    |
| 24. Concrete Maintenance/Repair   | EA   | \$ <u>750.00</u> ✓ |
| Chemclad SC chemical resistant<br>1 x 20 KG unit U/M each   |      |                    |
| 25. Concrete Maintenance/Repair   | EA   | \$ <u>750.00</u> ✓ |
| Chemclad XC/NSF chemical resistant protective coating<br>1 x 7 KG unit U/M each   |      |                    |
| 26. Concrete Maintenance/Repair   | KIT  | \$ <u>345.00</u>   |
| NSF package 4 x 750 GM KIT (white) U/M per KIT  |      |                    |
| 27. Concrete Maintenance/Repair   | EA   | \$ <u>200.00</u> ✓ |
| Chemclad P4C primer<br>1 x 6 KG. unit U/M each  |      |                    |
| 28. Concrete Maintenance/Repair   | EA   | \$ <u>325.00</u>   |
| Enclad superbond high performance structural adhesive & bonding agent<br>1 x 7 KG unit U/M each   |      |                    |
| 29. Concrete Maintenance/Repair   | EA   | \$ <u>275.00</u>   |
| Enclad FPS 2000 floor protection system 100% solids, high gloss, no odor, roller applied<br>1 x 7 KG. complete system U/M each                    |      |                    |
| 30. Concrete Maintenance/Repair   | EA   | \$ <u>285.00</u>   |
| Enclad CFS 2000 floor clear sealer 100% solids, no odor, roller applied<br>1 x 6 KG Complete System U/M each                                      |      |                    |

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| 31. Concrete Maintenance/Repair  | EA      | \$ <u>378.00</u> |
| Enclad SPS Self-priming screed for smoothing rough concrete 100%<br>Solids, no odor, squeegee applied<br>1 X 20 KG. complete system U/M each |         |                  |
| 32. Concrete Maintenance/Repair  | EA      | \$ <u>500.00</u> |
| Enclad SPS Self-priming screed for smoothing rough concrete 100%<br>Solids, no odor, squeegee applied 9 X 20 KG. complete system U/M each    |         |                  |
| 33. Concrete Maintenance/Repair  | EA      | \$ <u>300.00</u> |
| Eneseal HR Water based, ceramic filled, heat refractive, moisture<br>resistant coating, insulation protection 1 X 20 liter bucket U/M each   |         |                  |
| 34. Concrete Maintenance/Repair  | EA      | \$ <u>450.00</u> |
| Eneseal, CR Water-based, corrosion-inhibited, UV resistant, moisture<br>resistant coating for metal structures color: LT Gray                |         |                  |
| 35. Concrete Maintenance/Repair  | EA      | \$ <u>265.00</u> |
| Eneseal MP Penetrant/weather barrier 1 X 20 liter bucket U/M each  |         |                  |
| 36. Concrete Maintenance/Repair  | EA      | \$ <u>100.00</u> |
| Perma Flex 1100 Elastomeric priming system for concrete<br>3 gallon system U/M each  |         |                  |
| 37. Concrete Maintenance/Repair  | EA      | \$ <u>400.00</u> |
| APS Tank coating NSP-120 NSF high-build coating system<br>3 gallon system U/M each   |         |                  |
| 38. Concrete Maintenance/Repair  | PER BAG | \$ <u>45.00</u>  |
| Aggregate 100 lbs/bag U/M per bag  |         |                  |
| 39. Concrete Maintenance/Repair  | PER BAG | \$ <u>60.00</u>  |
| Q28 Color quartz 50 lbs/bag U/M per bag  |         |                  |
| 40. Concrete Maintenance/Repair  | PER BOX | \$ <u>300.00</u> |
| Vinyl color chips 250 lbs/box U/M per box  |         |                  |
| 41. Concrete Maintenance/Repair  | PER BAG | \$ <u>60.00</u>  |
| Green Blast 50 lbs/bag U/M per bag   |         |                  |
| 42. Concrete Maintenance/Repair  | PER BAG | \$ <u>45.00</u>  |
| Black Beauty 100 lbs/bag U/M per bag   |         |                  |
| 43. Concrete Maintenance/Repair  | EA      | \$ <u>190.00</u> |
| Thiokol self leveling, chemical resistant elastomeric joint sealant<br>1.5 gal U/M each  |         |                  |

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| 44. | Concrete Maintenance/Repair  | EA       | \$ <u>210.00</u>   |
|     | XYPEX concrete waterproofing by crystallization 50lbs/can U/M each                                 |          |                    |
| 45. | Concrete Maintenance/Repair  | EA       | \$ <u>1,880.00</u> |
|     | APS high build general high build flooring designs 15 gal. U/M each                                |          |                    |
| 46. | Concrete Maintenance/Repair  | PER PAIL | \$ <u>250.00</u>   |
|     | Corroscel rust converter 5 gal/pail U/M per pail   |          |                    |
| 47. | Concrete Maintenance/Repair  | PER KIT  | \$ <u>120.00</u>   |
|     | Poly-Crete SL urethane concrete 55 sq ft kit U/M per kit   |          |                    |
| 48. | Concrete Maintenance/Repair  | PER KIT  | \$ <u>140.00</u>   |
|     | Poly-Crete MD urethane Concrete 32 sq ft kit U/M per kit   |          |                    |
| 49. | Concrete Maintenance/Repair  | PER KIT  | \$ <u>125.00</u>   |
|     | Poly-Crete of urethane concrete top coats 80 sq ft kit U/M per kit                                 |          |                    |
| 50. | Concrete Maintenance/Repair  | PER PAIL | \$ <u>375.00</u>   |
|     | Dur-a glaze # 4 resin shop floor<br>5 gal/pail U/M per pail  |          |                    |
| 51. | Concrete Maintenance/Repair  | PER PAIL | \$ <u>375.00</u>   |
|     | Dur-a glaze hardener shop floor<br>5 gal/pail U/M per pail   |          |                    |
| 52. | Concrete Maintenance/Repair  | PER PAIL | \$ <u>375.00</u>   |
|     | Dur-a glaze fast hardener shop floor<br>5 gal/pail U/M per pail                                    |          |                    |
| 53. | Concrete Maintenance/Repair  | PER PAIL | \$ <u>375.00</u>   |
|     | Dur-a glaze water clear hardener shop floor<br>5 gal/pail U/M per pail                             |          |                    |
| 54. | Metal Repair   | PER CASE | \$ <u>300.00</u>   |
|     | Viscotag EZ Wrap Viscous -Elastic amorphous A-polar polyolefin<br>2" X 24' EZ Wrap/CS U/M per case |          |                    |
| 55. | Metal Repair   | PER CASE | \$ <u>400.00</u>   |
|     | Viscotag EZ Wrap Viscous -Elastic amorphous A-polar polyolefin<br>4" X 24' EZ Wrap/CS U/M per case |          |                    |
| 56. | Metal Repair   | PER CASE | \$ <u>300.00</u>   |
|     | Viscotag EZ Wrap Viscous -Elastic amorphous A-polar polyolefin<br>6" X 24' EZ Wrap/CS U/M per case |          |                    |

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| 57. Metal Repair  | PER CASE | \$ <u>410.00</u> |
| Viscotag EZ Wrap Viscous -Elastic amorphous A-polar polyolefin<br>8" X 24' EZ Wrap/CS U/M per case          |          |                  |
| 58. Metal Repair  | PER CASE | \$ <u>610.00</u> |
| Viscotag EZ Wrap Viscous -Elastic amorphous A-polar polyolefin<br>12" X 24' EZ Wrap/CS U/M per case         |          |                  |
| 59. Metal Repair  | PER CASE | \$ <u>405.00</u> |
| Viscotag Paste -Elastic amorphous A-polar polyolefin paste<br>9' string, 1.25" X 1.5"/CS U/M per case       |          |                  |
| 60. Metal Repair  | PER CASE | \$ <u>360.00</u> |
| Viscotag Sealant, Viscous -Elastic amorphous A-polar polyolefin caulk<br>9' 30 oz/1 qt tube/CS U/M per case |          |                  |
| 61. Metal Repair  | PER CASE | \$ <u>125.00</u> |
| Outer Wrap 4" X 100'/CS U/M per case  |          |                  |
| 62. Concrete Maintenance/Repair   | PER GAL. | \$ <u>90.00</u>  |
| Sika H-H per Gal U/M per gal.   |          |                  |
| 63. Concrete Maintenance/Repair   | PER FT.  | \$ <u>6.50</u>   |
| Sika Combi Flex 4" U/M per ft.  |          |                  |
| 64. Concrete Maintenance/Repair   | PER FT.  | \$ <u>8.50</u>   |
| Sika Combi Flex 6" U/M per ft.  |          |                  |
| 65. Concrete Maintenance/Repair   | PER FT.  | \$ <u>11.00</u>  |
| Sika Combi Flex 12" U/M per ft.   |          |                  |
| 66. Concrete Maintenance/Repair   | PER GAL. | \$ <u>60.00</u>  |
| Sika Armatac 110 U/M per gal.   |          |                  |
| 67. Concrete Maintenance/Repair   | PER CASE | \$ <u>40.00</u>  |
| Sika 2CNS/SL U/M per case   |          |                  |
| 68. Concrete Maintenance/Repair   | PER GAL. | \$ <u>65.00</u>  |
| Siksdur 31 Hi-Mod Gel U/M per gal.  |          |                  |
| 69. Concrete Maintenance/Repair   | PER GAL. | \$ <u>200.00</u> |
| Sikaflex primers U/M per gal.   |          |                  |
| 70. Concrete Maintenance/Repair   | PER PINT | \$ <u>35.00</u>  |
| Sikaflex primers U/M per pint   |          |                  |

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| 71. Concrete Maintenance/Repair<br>SIKA accelerator per 25 oz. can U/M each   | EA       | \$ <u>25.00</u>    |
| 72. Concrete Maintenance/Repair<br>DOW Derkane 411 vinyl ester resin U/M per gal.                                       | PER GAL. | \$ <u>43.00</u>    |
| 73. Concrete Maintenance/Repair<br>DOW Derkane 510 vinyl ester resin U/M per gal.                                       | PER GAL. | \$ <u>45.00</u>    |
| 74. Concrete Maintenance/Repair<br>DOW Derkane 470 vinyl ester resin U/M per gal.                                       | PER GAL. | \$ <u>50.00</u>    |
| 75. Concrete Maintenance/Repair<br>DOW Derkane 8084 vinyl resin primer U/M per gal.                                     | PER GAL. | \$ <u>50.00</u>    |
| 76. Concrete Maintenance/Repair<br>Ashland Hetron 197 resin U/M per gal.  | PER GAL. | \$ <u>51.00</u>    |
| 77. Concrete Maintenance/Repair<br>Ashland Hetron 922 vinyl ester resin U/M per gal.                                    | PER GAL. | \$ <u>47.00</u>    |
| 78. Concrete Maintenance/Repair<br>Ashland Hetron 970 vinyl ester resin U/M per gal.                                    | PER GAL. | \$ <u>47.00</u>    |
| 79. Concrete Maintenance/Repair<br>Ashland Hetron 922FR vinyl ester resin U/M per gal.                                  | PER GAL. | \$ <u>49.00</u>    |
| 80. Concrete Maintenance/Repair<br>Ashland Hetron 7241-T15 Isopathic resin U/M per gal.                                 | PER GAL. | \$ <u>50.00</u>    |
| 81. Concrete Maintenance/Repair<br>Furan Resin U/M per gal.   | PER GAL. | \$ <u>55.00</u>    |
| 82. Concrete Maintenance/Repair<br>Brush Coat (White, Gray, & Black) U/M per gal.                                       | PER GAL. | \$ <u>35.00</u>    |
| 83. Concrete Maintenance/Repair<br>Putty Filler U/M per gal.  | PER GAL. | \$ <u>45.00</u>    |
| 84. Concrete Maintenance/Repair<br>Fiberglass Reinforcement (4 lbs./gal of resin used)<br>U/M per gal.                  | PER GAL. | \$ <u>2.00</u>     |
| 85. Concrete Maintenance/Repair<br>Annual inspection of fiberglass storage tanks-<br>Under 10,000 gal. tank (Cost/Tank) | EA.      | \$ <u>250.00</u> ✓ |

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86. Concrete Maintenance/Repair EA. \$ 250.00 ✓  
Five-year inspection of fiberglass storage tanks -  
Under 10,000 gal. tank (Cost/Tank)
87. Concrete Maintenance/Repair EA. \$ 450.00 ✓  
Annual inspection of fiberglass storage tanks  
Over 10,000 gal. tank (Cost/Tank)
88. Concrete Maintenance/Repair EA. \$ 450.00 ✓  
Five-year inspection of fiberglass storage tanks -  
Over 10,000 gal. tank (Cost/Tank)
89. Concrete Maintenance/Repair HR. \$ 125.00  
Labor for repair of fiberglass storage tanks  
FRP (Fiberglass reinforced plastic) Labor for field service  
between the hours of 7:00 AM & 3:00 PM Monday to Friday  
Regular hourly rate  
Minimum charge: \$0.00
90. Concrete Maintenance/Repair ¼ HR. \$ 31.25  
Each additional quarter hour  
Labor for repair of fiberglass storage tanks
91. Concrete Maintenance/Repair HR. \$ 115.00  
Labor for repair of fiberglass storage tanks  
FRP labor for in shop service between the hours of  
7:00 AM & 3:00 PM Monday to Friday  
Regular hourly rate  
Minimum charge: \$0.00
92. Concrete Maintenance/Repair ¼ HR. \$ 28.75  
Each additional quarter hour  
Labor for repair of fiberglass storage tanks
93. Concrete Maintenance/Repair HR. \$ 0  
Parts: (For FRP & Non-FRP repairs)  
Manufacturer's list price less 0 %  
Also specialized contractor services  
Cost Plus: 18 %
94. Concrete Maintenance/Repair HR. \$ 187.50  
Overtime Rates: All other times (after 3:00 PM or before 7:00 AM  
Monday through Friday, or any time on Saturday or Sunday).  
For labor - regular hourly rate  
Labor for repair of fiberglass storage tanks

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95. Concrete Maintenance/Repair  $\frac{1}{4}$  HR. \$ 46.88  
Each additional quarter hour O/T  
Labor for repair of fiberglass storage tanks
96. Concrete Maintenance/Repair HR. \$ 0  
Labor for repair of fiberglass storage tanks  
Contractor Service: For clean-out, pump – out & Decon  
etc. as needed: (for both FRP & Non FRP Service)  
Cost Plus: 18 %
97. Concrete Maintenance/Repair HR. \$ 132.00  
Non-fiberglass structural components & equipment repair labor:  
Electrician between the hours of 7:00 AM & 3:00 PM Monday to  
Friday. Regular hourly rate.
98. Concrete Maintenance/Repair  $\frac{1}{4}$  HR. \$ 33.10  
Each additional quarter hour  
Non-fiberglass structural components & equipment repair labor
99. Concrete Maintenance/Repair HR. \$ 198.50  
Electrician overtime rates: All other times (after 3:00 PM or  
before 7:00 AM Mon.– Fri. or any time on Sat. or Sun.)  
regular hourly rate  
Non-fiberglass structural components & equipment repair labor
100. Concrete Maintenance/Repair  $\frac{1}{4}$  HR. \$ 49.64  
Each additional quarter hour  
Non-fiberglass structural components & equipment repair labor
101. Concrete Maintenance/Repair HR. \$ 132.00  
Non-fiberglass structural components & equipment repair labor:  
Plumber between the hours of 7:00 AM & 3:00 PM Monday to  
Friday: Regular hourly rate
102. Concrete Maintenance/Repair  $\frac{1}{4}$  HR. \$ 33.10  
Each additional quarter hour  
Non-fiberglass structural components & equipment repair labor
103. Concrete Maintenance/Repair HR. \$ 198.50  
Plumber overtime rates: All other times (after 3:00 pm or before  
7:00 AM Mon.– Fri. or any time on Sat. or Sun.) regular hourly rate  
Non-fiberglass structural components & equipment repair labor

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104. Concrete Maintenance/Repair  $\frac{1}{4}$  HR. \$ 49.73  
Each additional quarter hour – Plumber  
Non-fiberglass structural components & equipment repair labor
105. Concrete Maintenance/Repair HR. \$ 120.00  
Labor between the hours of 7:00 AM & 3:00 PM Mon. – Fri.  
(Excludes FPR Installation)  
Minimum charge: None  
Regular hourly rate  
Non-fiberglass repair/protection/replacement.
106. Concrete Maintenance/Repair  $\frac{1}{4}$  HR. \$ 30.00  
Labor between the hours of 7:00 AM & 3:00 PM Mon. – Fri.  
(Excludes FPR Installation)  
Each additional quarter hour  
Non-fiberglass repair/protection/replacement.
107. Concrete Maintenance/Repair HR.. \$ 180.00  
Non FPR overtime rates: All other time (after 3:00 PM or before  
7:00 AM Mon.-Fri. or any time on Sat. or Sun.)  
Non-fiberglass repair/protection/replacement.
108. Concrete Maintenance/Repair  $\frac{1}{4}$  HR. \$ 45.00  
Non FPR overtime rates: All other time (after 3:00 PM or before  
7:00 AM Mon.-Fri. or any time on Sat. or Sun.)  
Each additional quarter hour  
Non-fiberglass repair/protection/replacement.

Any Equipment rented for other purposes not on the line items must have prior approval from the using agency and will be billed at a cost plus 0% mark up. The Contractor must include the actual receipt with pricing from the rental company with their invoice to be compensated.

For any materials not on a line item  
Will be billed at a parts cost-plus rate. The vender must show proof of what they  
Paid for the material on their claim voucher. The vender must have prior  
approval from the using agency.

Parts: Cost Plus % 12 %

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

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BIDDER

TITLE

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 360 days

LABOR: 360 days

Contractor must remove, at their own cost, all hazardous materials and liquids removed during the normal course of maintenance or repairs. Contractor must maintain and submit proof of proper disposal with their claim for the services being rendered.

Heavy equipment rentals will be reimbursed without markup as long as a paid invoice is submitted with the claim.

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

Vendor will send one technician unless specified by and/or agreed upon by County representative prior to commencement of work.

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

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

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

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

1. Time sheet signed by authorized county personnel. Time sheets shall show time of arrival and time of departure. Travel time to and from place of employment or prior jobs shall not be considered in the total work time charged to the using agency and must not be submitted.
2. Details of parts used:  
Only actual system components should be billed. If parts are purchased to complete the project, photocopies of the invoices must be furnished with the claim without revision or eradication. Exception: Contractor may block-out credit payment details on invoice. Compliance with the above is necessary in order to expedite the payment. Claims without the above will be returned to contractor without payment until a complete claim is submitted

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

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BIDDER

  
TITLE



OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
91051-12048-181

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

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BIDDER



TITLE



Melissa Gallucci  
Commissioner of Shared  
Services

**OFFICE OF PURCHASING**

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

**AMENDMENT NO. 1**

**FORMAL SEALED BID NO. 91051-12048-181**

**FOR: Concrete Metal and Tank Repair**

**ISSUED: November 8, 2018**

**OPENING: December 4, 2018**

**TO ALL BIDDERS:**

- 1) The Bid # on the front page on the Formal Sealed Bid should read "91051-12048-181"
- 2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.
- 3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

**OFFICE OF PURCHASING**

A handwritten signature in black ink, appearing to read "Michael Schlenoff".

Michael Schlenoff  
Purchasing Supervisor

*H. Bauer Pres 11/27/18*



199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

| nysif.com

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)



SCAN TO VALIDATE  
AND SUBSCRIBE

\*\*\*\*\* 118611697  
LOVELL SAFETY MGMT CO., LLC  
110 WILLIAM STREET 12TH FLR  
NEW YORK NY 10038

<b>POLICYHOLDER</b> ENECON NE APPLIED POLYMER SYSTEMS 150 SCHMITT BLVD FARMINGDALE NY 11735		<b>CERTIFICATE HOLDER</b> NASSAU COUNTY OFFICE OF PURCHASING 1 WEST STREET MINEOLA NY 11501	
<b>POLICY NUMBER</b> Z2419784-0	<b>CERTIFICATE NUMBER</b> 889788	<b>POLICY PERIOD</b> 04/01/2020 TO 04/01/2021	<b>DATE</b> 7/29/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2419784-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 884304139

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
As required by written contract signed by both parties prior to loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## NON-CONTRIBUTORY OTHER INSURANCE ENDORSEMENT

Named Insured ENECON Northeast Applied Polymer Systems, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G71146030 003	Policy Period 06/23/2020 to 06/23/2021	Effective Date of Endorsement 06/23/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Paragraph 4. c. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted in its entirety and replaced by the following:

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method unless you are required by written contract to provide insurance that is primary and non-contributory, and the contract has been signed by you prior to any loss. Where required by such a written contract, this insurance will be primary and non-contributory only when and to the extent required by that written contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions remain unchanged.