



Nassau County Shared Services,  
Office of Purchasing

Staff Summary A-18-2022

Subject: BPNC21000160 – Pool Equipment Repair, Maintenance and Service
Department: Department of Shared Services Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date: April 29, 2022
Vendor Name: Eagle Control Corp.
Contract Number: A-18-2022
Contract Manager Name: Kimberly Stanton, Buyer

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
8/4/2022 <i>GG</i>	CPO	<i>DL</i>	Budget
06/01/2021 <i>858</i>	County Atty.	<i>AW 6/13/22</i>	County Exec.

Material Adverse Information Identified? [Yes \_\_\_/No X] (If Yes, attach memo.)

**Narrative**

**Purpose:** To notify the Rules Committee that funding for Blanket Purchase Order BPNC21000160 for Pool Equipment Repair, Maintenance and Service for Nassau County Department of Parks, Recreation and Museums has reached a level that requires oversight by said committee.

**Discussion:** This Blanket Purchase Order has been in effect since August 31, 2021 and based on 2021/2022 estimated usage, will reach a spending level that requires approval (oversight) by the Rules Committee. The current estimated annual usage is Seventy-Five Thousand Dollars (\$75,000.00) and will need to be increased by One Hundred Twenty-Five Thousand (\$125,000.00) for a total annual usage of Two Hundred Thousand Dollars (\$200,000.00). The solicitation was advertised in Newsday and posted to the Nassau County Board of Supervisors Solicitation Board where eight (8) vendors viewed the bid.

**Impact on Funding:** The original maximum amount authorized under this Blanket Purchase Order, including all renewal options was Three Hundred Seventy-Five Thousand Dollars (\$375,000.00). This request is to increase the maximum amount authorized under this Blanket Purchase Order so that the maximum amount, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be One Million Dollars (\$1,000,000.00).

**Recommendation:** Department of Shared Services, Office of Purchasing recommends approving oversight of funding for this Blanket Purchase Order with Eagle Control Corp. as the lowest responsible bidder meeting specifications.

APPROVED: *R. J. [Signature]* 5/21/22

INSURANCE SECTION

REAL ESTATE INSURANCE UNIT

PROPERTY TAX DEPARTMENT

2022 JUN 13 A 12:05  
RECEIVED  
CLERK OF THE LEGISLATURE  
NASSAU COUNTY

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-18-2022**


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

**DATE:** May 2, 2022

**SUBJECT:** RESOLUTION – DEPARTMENT OF PARKS, RECREATION AND MUSEUMS

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 ONE MILLION DOLLARS (\$1,000,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS TO EAGLE CONTROL CORP., WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE POOL EQUIPMENT REPAIR, MAINTENANCE AND SERVICE.

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 PARKS, RECREATION AND MUSEUMS, AND EAGLE CONTROL CORP.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 93165-06151-101 for Pool Equipment Repair, Maintenance and Service, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Eagle Control Corp. 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 Eagle Control Corp. 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 Eagle Control Corp.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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:

FRANK C ZAHRADKA [CHUCK@EAGLECONTROL.COM]

Dated: 04/27/2022 08:21:37 AM

Vendor: EAGLE CONTROL CORPORATION

Title: PRESIDENT

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: FRANK C ZAHRADKA  
Date of birth: 08/29/1957  
Home address: 6 PRAIRIE LANE  
City: BROOKHAVEN State/Province/Territory: NY Zip/Postal Code: 11980  
Country: US

Business Address: Eagle Control Corporation  
City: YAPHANK State/Province/Territory: NY Zip/Postal Code: 11980  
Country: US  
Telephone: 16319241315

Other present address(es):  
City: YAPHANK State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: 16319241315

List of other addresses and telephone numbers attached

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

President	<u>01/01/1987</u>	Treasurer	_____
Chairman of Board	<u>01/01/1998</u>	Shareholder	<u>01/01/1984</u>
Chief Exec. Officer	<u>01/01/1998</u>	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.

SOLE SHAREHOLDER

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.

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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.

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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.

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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, FRANK C ZAHRADKA , 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, FRANK C ZAHRADKA , 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.

EAGLE CONTROL CORPORATION

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
FRANK C ZAHRADKA [CHUCK@EAGLECONTROL.COM]

PRESIDENT

Title

04/27/2022 10:20:16 AM

Date

## Business History Form

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

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

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

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

Date: 08/06/2021

1) Proposer's Legal Name: EAGLE CONTROL CORPORATION

2) Address of Place of Business: 23 OLD DOCK ROAD

City: YAPHANK State/Province/Territory: NY Zip/Postal Code: 11980

Country: US

3) Mailing Address (if different): \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

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

4) Dun and Bradstreet number: 044463039

5) Federal I.D. Number: 11-3113241

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.

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.

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.

- 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

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

EAGLE CONTROL IS AND WOULD BE CONSIENTIOUS OF ANY SITUATION SO THAT A CONFLICT OF INTEREST WILL NOT OCCUR

- 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;

01/01/1968

- 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.

FRANK C ZAHRADKA 6 PRAIRIE LANE BROOKHAVEN NY

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

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

FRANK C ZAHRADKA PRESIDENT 6 PRAIRIE LANE BROOKHAVEN NY

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

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

15

- vi) Annual revenue of firm;

6000000

- vii) Summary of relevant accomplishments

WE HAVE BUILT A POSITIVE REPUTATTION WITHIN THE WATER AND WASTEWATER INDUSTRY INWHICH WE CONTIMUE TO WORK WITH

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

1 File(s) Uploaded: PERMIT.pdf

- B. Indicate number of years in business.

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

EAGLE CONTROL HAS WORKED WITH THE COUNTY FOR SEVERAL YEARS AND IS FAMILIAR WITH THEIR SITES

- 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	GREENLAWN WATER DISTRICT		
Contact Person	BOB SANTORIELLO		
Address	45 RAILROAD STREET		
City	GREENLAWN NY	State/Province/Territory	NY
Country	US		
Telephone	(631) 261-0874		
Fax #			
E-Mail Address	BOB@GREENLAWNWATER.ORG		

Company	WESTBURY WATER DISTRICT		
Contact Person	JOHN INGRAM / PAUL PRIGNANO		
Address	160 DREXEL AVENUE		
City	WESTBURY	State/Province/Territory	NY
Country	US		
Telephone	(516) 333-0427		
Fax #			
E-Mail Address	PAUL@WESTBURYWATERDISTRICT.COM		

Company	SOUTH HUNTINGTON WATER DISTRICT		
Contact Person	MIKE MCGOVERN / KEN CARSTEN		
Address	75 FIFTH AVENUE SOUTH		
City	HUNTINGTON STATION	State/Province/Territory	NY
Country	US		
Telephone	(631) 427-8190		
Fax #			
E-Mail Address	MMCGOVERN@SHWD.ORG		

I, FRANK C. ZAHRADKA  
(CHUCK@EAGLECONTROL.COM), 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, FRANK C. ZAHRADKA  
(CHUCK@EAGLECONTROL.COM), 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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Name of submitting business: EAGLE CONTROL CORPORATION

Electronically signed and certified at the date and time indicated by:  
FRANK C ZAHRADKA [CHUCK@EAGLECONTROL.COM]

PRESIDENT

Title

05/02/2022 03:01:30 PM

Date

## Stanton, Kimberly

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**From:** Paul Prignano <pprignano@westburywaterdistrict.com>  
**Sent:** Wednesday, April 27, 2022 9:54 AM  
**To:** Stanton, Kimberly  
**Subject:** RE: Nassau County Office of Purchasing - Vendor References

**Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.**

Kimberly,

We have ben using Eagle Control for about 15 years for our SCADA work and they have gotten many bid job over the last 30 years I've been here. I never had a problem with their response or getting then over the phone. The workmanship has always ben clean safe and on time. If you have any other question feel free to contact me.

Paul Prignano  
Assistant Superintendent  
Westbury Water & Fire District  
160 Drexel Ave  
Westbury NY 11590

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**From:** Stanton, Kimberly <kstanton@nassaucountyny.gov>  
**Sent:** Wednesday, April 27, 2022 9:39 AM  
**To:** Paul Prignano <pprignano@westburywaterdistrict.com>  
**Subject:** Nassau County Office of Purchasing - Vendor References

Good Morning,

We have received a bid from Eagle Control Corporation, for Nassau County, NY, and they have listed you as a reference. Please give me some insight on this vendor. Do you have any complaints? Are they easily reached and quick to respond? Do they have any outstanding issues?

Thank you

Regards,

*Kimberly Stanton*

Nassau County Office of Purchasing  
1 West Street  
Mineola, NY 11501  
Phone: 516-571-6679  
Fax: 516-571-4263  
Email: [kstanton@nassaucountyny.gov](mailto:kstanton@nassaucountyny.gov)





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## Stanton, Kimberly

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**From:** Michael McGovern <mmcgovern@shwd.org>  
**Sent:** Wednesday, April 27, 2022 9:53 AM  
**To:** Stanton, Kimberly  
**Subject:** Re: Nassau County Office of Purchasing - Vendor References

**Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.**

Good morning Kimberly, Eagle has been great for us here at South Huntington Water. We have no complaints about this company, they are very fast to respond to our calls and response. I highly recommend them.

On 04/27/2022 9:39 AM Stanton, Kimberly <kstanton@nassaucountyny.gov> wrote:

Good Morning,

We have received a bid from Eagle Control Corporation, for Nassau County, NY, and they have listed you as a reference. Please give me some insight on this vendor. Do you have any complaints? Are they easily reached and quick to respond? Do they have any outstanding issues?

Thank you

Regards,

*Kimberly Stanton*

Nassau County Office of Purchasing

1 West Street

Mineola, NY 11501

Phone: 516-571-6679

Fax: 516-571-4263

Email: [kstanton@nassaucountyny.gov](mailto:kstanton@nassaucountyny.gov)



 Please consider the environment before printing this email

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Thank you,

Michael McGovern  
Chief Plant Operator  
South Huntington Water District  
75 5th Ave South  
Huntington Station, NY 11746  
Tel: 631-427-8190  
[mmcgovern@shwd.org](mailto:mmcgovern@shwd.org)

COUNTY OF NASSAU

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

1. Name of the Entity: EAGLE CONTROL CORPORATION

Address: 23 OLD DOCK ROAD

City: YAPHANK State/Province/Territory: NY Zip/Postal Code: 11980

Country: US

2. Entity's Vendor Identification Number: 11-3113241

3. Type of Business: Other (specify) "C" CORPORATION

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):

1 File(s) uploaded PRINCIPALS OF EAGLE CONTROL CORPORATION.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.

1 File(s) uploaded SHAREHOLDER.docx

*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):

---

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:  
FRANK C ZAHRAKKA [CHUCK@EAGLECONTROL.COM]

---

Dated: 04/27/2022 08:37:57 AM

---

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.



**NAMES AND ADDRESSES OF SHAREHOLDERS, OFFICERS, AND DIRECTORS  
OF EAGLE CONTROL CORPORATION ARE AS FOLLOWS:**

**PRESIDENT/TREASURER/SECRETARY:**

**FRANK C. ZAHRADKA  
6 PRAIRIE LANE  
BROOKHAVEN, NY 11719**



**NAMES AND ADDRESSES OF SHAREHOLDERS, OFFICERS, AND DIRECTORS  
OF EAGLE CONTROL CORPORATION ARE AS FOLLOWS:**

**PRESIDENT:**

**FRANK C. ZAHRADKA  
6 PRAIRIE LANE  
BROOKHAVEN, NY**





BLANKET PURCHASE ORDER  
**County of Nassau**  
STATE OF NEW YORK  
**OFFICE OF PURCHASING**

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BLANKET PURCHASE ORDER

BPO ID: BPNC21000160

PRINT DATE: 09/07/2021

PAGE: 01

TO CONTRACTOR:

113113241

EAGLE CONTROL CORP.

23 OLD DOCK RD.

YAPHANK

NY 11980-

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS

CONCERNING THIS ORDER TO:

STANTON, KIMBERLY 1-6679

(516) 571-6679

ITB ID	F.O.B. POINT	EXPIRATION DATE	EFFECTIVE DATE	DISCOUNT TERMS
	DESTINATION	08/30/2022	08/31/21	0% NET

TERMS:

\*\*\*\*\*

TITLE: POOL EQUIPMENT REPAIR, MAINTENANCE AND SERVICE

.

AUTHORITY: FORMAL SEALED BID # 93165-06151-101, AFTER PUBLISHED NOTICE

.

BUYER: KIMBERLY STANTON

.

REPLACES BPNC16000099

.

\*\*\*\*\*

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.

.....

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Ordinance 72-2014

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EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

**IMPORTANT: READ CONDITIONS ON BACK HEREOF**

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**SEND ALL CORRESPONDENCE FOR ABOVE TO:**  
**OFFICE OF PURCHASING**  
**ONE WEST STREET, MINEOLA, NEW YORK 11501**

**DIRECTOR**  
**OFFICE OF PURCHASING**

**DELIVERY MUST BE MADE**  
**WITHIN DOORS OF SPECIFIED**  
**DESTINATION**



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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 # 72-014.

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
1	931-65		EA	600.0000
	PARK AND PLAYGROUND EQUIPMENT MAINTENANCE AND REPAIR			
	LABOR BETWEEN THE HOURS OF 9:00AM AND 5:00 PM MONDAY THRU FRIDAY:			
	MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES 4 HOURS LABOR/1 MAN)			
2	931-65		EA	165.3000
	PARK AND PLAYGROUND EQUIPMENT MAINTENANCE AND REPAIR			
	LABOR BETWEEN THE HOURS OF 9:00AM AND 5:00 PM MONDAY THRU FRIDAY:			
	REGULAR HOURLY RATE			
3	931-65		EA	41.5000
	PARK AND PLAYGROUND EQUIPMENT MAINTENANCE AND REPAIR			
	LABOR BETWEEN THE HOURS OF 9:00AM AND 5:00 PM MONDAY THRU FRIDAY:			
	EACH ADDITIONAL QUARTER HOUR			
4	931-65		EA	900.0000
	PARK AND PLAYGROUND EQUIPMENT MAINTENANCE AND REPAIR			
	OVERTIME RATES: ALL OTHER TIMES AFTER 5:00 PM OR BEFORE 9:00 AM			
	MONDAY THRU FRIDAY, OR ANY TIME SATURDAY OR SUNDAY			
	MINIMUM CHARGE ( IF ANY)			
5	931-65		EA	248.0000
	PARK AND PLAYGROUND EQUIPMENT MAINTENANCE AND REPAIR			

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OVERTIME RATES: ALL OTHER TIMES AFTER 5:00 PM OR BEFORE 9:00 AM  
MONDAY THRU FRIDAY, OR ANY TIME SATURDAY OR SUNDAY

REGULAR HOURLY RATE

6 931-65 EA 62.0000  
PARK AND PLAYGROUND EQUIPMENT MAINTENANCE AND REPAIR

OVERTIME RATES: ALL OTHER TIMES AFTER 5:00 PM OR BEFORE 9:00 AM  
MONDAY THRU FRIDAY, OR ANY TIME SATURDAY OR SUNDAY

EACH ADDITIONAL QUARTER HOUR

7 931-65 EA  
PARK AND PLAYGROUND EQUIPMENT MAINTENANCE AND REPAIR

PARTS:

MANUFACTURERS LIST PRICES (MLP) LESS @ 0%

COST PLUS @ 30%

VENDOR AGREES, IF REQUESTED, TO PROVIDE USER DEPARTMENT, THE COUNTY  
COMPTROLLER, OR AUTHORIZED REPRESENTATIVE OF THE PURCHASING DEPARTMENT  
WITH COPIES OF SUCH MANUFACTURER'S LIST PRICE. THE COST PLUS RATE  
STATED ABOVE 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.

WARRANTY PERIOD: ON SERVICE, REPAIR RENDERED

PARTS: 90 DAYS

LABOR: 90 DAYS

8 931-65 EA  
PARK AND PLAYGROUND EQUIPMENT MAINTENANCE AND REPAIR

EQUIPMENT: RENTAL RATE COST PLUS 0% MUST HAVE PRIOR APPROVAL BY THE  
USING AGENCY.

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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
9	931-65		EA	
PARK AND PLAYGROUND EQUIPMENT MAINTENANCE AND REPAIR				

RESPONSE TIME: MAXIMUM 24 HOURS

END OF ITEM LIST

TERMS:

THE FOLLOWING IS A LIST OF THE POOL LOCATIONS AND EQUIPMENT:

NICKERSON BEACH - LIDO BEACH, NY 11561

EAST & WEST TERRACES (INCLUDING KIDDIE POOLS)

EQUIPMENT:

6 EA	DEEP SAND FILTERS	MFG: SWIM EQUIP
2 EA	CONTROL PANELS	MFG: ECC
6 EA	MULTIPORT VALVES	MFG: SWIM EQUIP
4 EA	FLOWMETERS	MFG: SIGNET
4 EA	CHEMICAL FEEDERS	MFG: MEC-O-MATIC DOLPHINS #SO
3 EA	CHEMICAL FEEDERS	MFG: LIQUID METRONICS

CANTIAGUE PARK -WEST JOHN STREET, HICKSVILLE, NY 11801

EQUIPMENT:

1 EA	CONTROL PANELS	MFG: ECC
8 EA	SAND FILTERS & REPLACEMENT MEDIA	MFG: NEPTUNE
	CONTROL VALVES	MFG: GRISWALD
	CENTRIFUGAL PUMPS	MFG: ITT
1 EA	AUTOMATIC CONTROL SYSTEM	MFG: ECC
7 EA	CHEMICAL FEEDERS	MFG: WALLACE & TIERNAN
9 EA	FLOWMETERS	MFG: SIGNET

WANTAGH PARK - KINGS ROAD, WANTAGH, NY 11793

EQUIPMENT:

1 EA	CONTROL PANELS	MFG: ECC
8 EA	SAND FILTERS & REPLACEMENT MEDIA	MFG: PADDOCK CONST.
	CONTROL VALVES	MFG: GRISWALD
1 EA	AUTOMATIC CONTROL SYSTEM	MFG: ECC
	MISC GAUGES	MFG: VARIOUS
9 EA	FLOWMETERS	MFG: SIGNET

<< CONTINUED, NEXT PAGE >>

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CHEMICAL FEEDERS: 8 EA MFG: WALLACE & TIERNAN  
1 EA MFG: METRONICS INC.  
3 EA MFG: MEC-O-MATICS DOLPHINS

WANTAGH PARK KIDDIE POOL

EQUIPMENT:

1 EA CONTROL PANELS MFG: ECC  
1 EA SAND FILTERS & REPLACEMENT MEDIA MFG: NEPTUNE  
MISC. VALVES MFG: GRISWALD  
MISC. PUMP & MOTOR MFG: ITT 7 US MOTOR  
CHLORINE PUMP (ALL SYSTEMS) MFG: WALLACE & TIERNAN

N. WOODMERE PARK - BR. BLVD, N. WOODMERE, NY 11561

EQUIPMENT:

1 EA CONTROL PANELS MFG: ECC  
8 EA SAND FILTERS & REPLACEMENT MEDIA MFG: PADDOCK CONST.  
INFLUENT CONTROL VALVES MFG: GRISWALD  
2 EA LEVEL CONTROL PILOT VALVES MFG: ECC  
1 EA AUTOMATIC CONTROL SYSTEM MFG: ECC  
MISC GAUGES MFG: VARIOUS  
7 EA FLOWMETERS MFG: SIGNET  
CHEMICAL FEEDERS: 8 EA MFG: WALLACE & TIERNAN  
1 EA MFG: BIF  
1 EA MFG: LIQUID METRONICS INC.  
3 EA MFG: MEC-O-MATIC

N. WOODMERE PARK - BR. BLVD, N. WOODMERE, NY 11561

EQUIPMENT:

1 EA CONTROL PANELS MFG: ECC  
8 EA SAND FILTERS & REPLACEMENT MEDIA MFG: PADDOCK CONST.  
9 EA INFLUENT CONTROL VALVES MFG: GRISWALD  
3 EA LEVEL CONTROL PILOT VALVES MFG: ECC  
1 EA AUTOMATIC CONTROL SYSTEM MFG: ECC  
9 EA FLOWMETERS MFG: SIGNET

CHRISTOPHER MORLEY PARK - 500 SEARINGTOWN RD, ROSLYN

EQUIPMENT:

1 EA CONTROL PANELS MFG: ECC  
3 EA FILTERS WITH 48 ELEMENTS MFG: BIF  
3 EA FLOWMETERS & TRANSMITTERS MFG: BIF  
3 EA INFLUENTIAL CONTROL VALVES MFG: FISHER GOVERNOR CO.

<< CONTINUED, NEXT PAGE >>

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3 EA LEVEL CONTROL PILOT VALVES MFG: BIF  
3 EA DRY FEEDERS MFG: BIF  
2 EA DIAPHRAGM PENDULUM UNITS MFG: BIF  
1 EA AUTOMATIC CONTROL SYSTEM MFG: ECC  
2 EA CHEMICAL FEEDERS 2 EA MFG: WALLACE & TIERNAN  
1 EA MFG: MEC-O-MATIC  
MISC. GAUGES MFG: VARIOUS

AQUATIC CENTER - EISENHOWER PARK, EAST MEADOW, NY  
EQUIPMENT:

1 EA CONTROL PANELS MFG: ECC  
MISC. CONTROL VALVES MFG: GRISWALD  
6 EA SAND FILTERS & REPLACEMENT MEDIA MFG: PADDOCK CONST.  
MISC GAUGES MFG: VARIOUS  
CHLORINE MONITORING SYSTEM MFG: ECC  
MISC. CENTRIFUGAL PUMP & MOTORS MFG: ITT & US MOTOR  
1 EA CHEMICAL FEEDERS MFG: WALLACE & TIERNAN  
1 EA PREMA 75 PPG

CHEMICAL FEEDERS SHOULD INCLUDE PPG DRY CHLORINE TABLET SYSTEM THESE  
ITEMS WILL BE COVERED UNDER PLAN "B" TIME AND MATERIALS.

- 1) AT THE FOLLOWING SEASONAL LOCATIONS NC UTILIZES SODIUM  
HYPOCHLORITE WHICH IS STORED IN POLYETHYLENE TANKS RANGING FROM  
165 GALLONS UP TO 1500 GALLONS.

THE FOLLOWING EQUIPMENT WILL BE COVERED: TANKS & ASSOCIATED  
PLUMBING, VALVES & FITTINGS.

POOL LOCATIONS ARE AS FOLLOWS:

- A) CANTIAGUE - (4) 1500 GALLON TANKS  
B) NORTH WOODMERE - (3) 1250 GALLON TANKS  
(2) 800 GALLON TANKS  
C) AQUATIC CENTER - (1) 165 GALLON TANK

- 2) FACILITIES HAVE POOL VACUUM ROBOTS TO CLEAN THE POOLS FROM VARIOUS  
MANUFACTURERS-INCLUDED BUT NOT LIMITED TO: AQUAMAX & AQUAKING.

ALL LOCATIONS SHOULD INCLUDE ALL RELATED PLUMBING/PIPING, ALL  
ATTENDANT HARDWARE.

<< CONTINUED, NEXT PAGE >>

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SERVICE TO INCLUDE INSTALLATION, REMOVAL AND STORAGE OF POOL COVERS AT THE FOLLOWING LOCATIONS:

1) WANTAGH PARK:

MAIN POOL - 84' X 166'-7" X 8' X 18'-2"

DIVE TANK - 42'-6" X 44'-8"

2) NO. WOODMERE:

MAIN POOL - 79' X 168' X 6' X 15'-6" X 63'-1"

DIVE TANK - 52'-6" X 52'-6"

3) CANTIAGUE PARK:

MAIN POOL - 87'-6" X 169'-6" X 5' X 10'-7"

DIVE TANK - 49' X 63'-11"

REPAIR AND REPLACEMENT OF DEFECTIVE PUMPS AND MOTORS

REPAIR AND REPLACEMENT OF POOL PIPING VALVES AND LEAK DETECTION.

REPAIR AND REPLACEMENT OF TANKS AND PIPING.

POOL START-UPS EACH SEASON

POOL MAINTENANCE CLASSES FOR OPERATION AND CARE POST-SEASON SHUT DOWN

INTERACTIVE FEATURE EQUIPMENT AND POOL INJECTOR REPAIRS AND REPLACEMENT

REPAIR AND REPLACEMENT OF THE FOLLOWING

- 1) DEFECTIVE PUMPS AND MOTORS
- 2) PIPING VALVES AND LEAK DETECTION
- 3) TANKS AND PIPING
- 4) INTERACTIVE FEATURE EQUIPMENT
- 5) POOL INJECTOR
- 6) CO2 INJECTOR
- 7) MONITORING EQUIPMENT
- 8) CHEMICAL STORAGE TANKS
- 9) FIBERGLASS ON POOL LINERS

LADDER REPLACEMENTS AND PARTS FOR THE FOLLOWING:

- 1) SLIDES
- 2) DIVING BOARDS
- 3) LIFEGUARD CHAIRS
- 4) RE-GEL COATING OF SLIDES

<< CONTINUED, NEXT PAGE >>

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PURCHASING OF SAFETY EQUIPMENT SUCH AS:

SAFETY BUMPERS FOR INTER-ACTIVE POOLS, GRIP TAPE FOR STAIRWAYS  
ON ALL SIDES.

TESTING EQUIPMENT SUCH AS:

PH+ AND PH-, CHLORINE NEUTRALIZER, TEST TABLETS DRY CHLORINE TABLET  
FOR CHEMICAL FEEDERS, TUBING FOR CHLORINE LINES, CHLORINES  
INJECTOR PUMPS, DRY ACID PUMPS.

POOL SUPPLIES SUCH AS:

VACUUM HEADS AND VACUUM POLES AND HOSES, VACUUMS, SKIMMER HEADS,  
POLES, POOL BRUSHES, HANDICAP ACCESSIBLE EQUIPMENTS AND REPAIRS  
POOL PAINT, POOL CORKING AND PUTTY, CLEANING AND CHANGING THE  
SAND IN THE FILTERS, REPLACEMENT OR REPAIR OF HYDROSTATIC VALVES  
IN POOLS.

\*\*\*\*\*  
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-  
in.

.....  
AUTHORITY: AWARDED UNDER SEALED BID #93165-06151-101 AFTER PUBLISHED  
notice.

.....  
WORK TO BE PERFORMED FOR: DEPARTMENT OF RECREATION AND PARKS  
.....

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  
<< CONTINUED, NEXT PAGE >>

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**SEND ALL CORRESPONDENCE FOR ABOVE TO:**  
**OFFICE OF PURCHASING**  
**ONE WEST STREET, MINEOLA, NEW YORK 11501**

**DIRECTOR**  
**OFFICE OF PURCHASING**

**DELIVERY MUST BE MADE**  
**WITHIN DOORS OF SPECIFIED**  
**DESTINATION**





BLANKET PURCHASE ORDER  
**County of Nassau**  
STATE OF NEW YORK  
**OFFICE OF PURCHASING**

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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.

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  
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.\*\*\*\*\*

PRICES: Shall remain firm for the first year of the Blanket Purchase  
<< CONTINUED, NEXT PAGE >>

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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.

APPROXIMATE QUANTITIES, WHEN INDICATED, ARE MERELY ESTIMATES BASED ON EXPERIENCE AND ARE GIVEN FOR INFORMATIONAL PURPOSES ONLY. THE COUNTY WILL NOT BE COMPELLED TO ORDER THE TOTAL ESTIMATED AMOUNT OF ANY RESPECTIVE ITEM. CONTRACTS, HOWEVER, SHALL BE FOR THE QUANTITIES ACTUALLY ORDERED BY COUNTY AGENCIES DURING THE PERIOD SPECIFIED.

ADDITIONAL BIDS: THE COUNTY RESERVES THE RIGHT, FOR ANY UNCONTEMPLATED ADDITIONAL REQUIREMENTS OF EXTRAORDINARY QUANTITIES OF PARTICULAR ITEMS, TO CALL FOR NEW BIDS, WHENEVER, IN THE OPINION OF THE DIRECTOR, OFFICE OF PURCHASING, IT IS IN THE BEST INTERESTS OF THE COUNTY TO DO SO.

DELIVERY: BIDDERS ARE REQUIRED TO STATE GUARANTEED DELIVERY DATE IN TERMS OF DAYS AFTER RECEIPT OF ORDER IN THE SPACE PROVIDED. BIDDERS ARE CAUTIONED TO POST REALISTIC DELIVERY DATES. GUARANTEED DELIVERY DATES WILL BE STRICTLY ENFORCED.

STATE GUARANTEED DELIVERY DATE: \_\_\_\_\_ DAYS A/R/O

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.

PARTICIPATION BY COUNTY DEPARTMENTS IN THIS BLANKET ORDER SHALL BE  
<< CONTINUED, NEXT PAGE >>

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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.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, 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.

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.

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  
<< CONTINUED, NEXT PAGE >>

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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 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.

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(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 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

<< CONTINUED, NEXT PAGE >>

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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 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  
<< CONTINUED, NEXT PAGE >>

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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 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.

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"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 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

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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 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  
<< CONTINUED, NEXT PAGE >>

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STATE OF NEW YORK  
**OFFICE OF PURCHASING**

The following blanket order ID number MUST appear on all packages, invoices, claims, and correspondence.

BLANKET PURCHASE ORDER

BPO ID: BPNC21000160

PRINT DATE: 09/07/2021

PAGE: 18

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.

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

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

**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 the purpose of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The

<< CONTINUED, NEXT PAGE >>

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

**IMPORTANT: READ CONDITIONS ON BACK HEREOF**

**WARNING TO VENDOR:** Do not deliver goods or render services from a delivery order issued against this blanket order unless those goods or services are authorized in this blanket order. Nassau County will not be responsible for payment of unauthorized items.

**SEND ALL CORRESPONDENCE FOR ABOVE TO:**  
**OFFICE OF PURCHASING**  
**ONE WEST STREET, MINEOLA, NEW YORK 11501**

**DIRECTOR**  
**OFFICE OF PURCHASING**

**DELIVERY MUST BE MADE**  
**WITHIN DOORS OF SPECIFIED**  
**DESTINATION**



BLANKET PURCHASE ORDER  
**County of Nassau**  
 STATE OF NEW YORK  
**OFFICE OF PURCHASING**

The following blanket order ID number **MUST** appear on all packages, invoices, claims, and correspondence.

BLANKET PURCHASE ORDER

BPO ID: BPNC21000160

PRINT DATE: 09/07/2021

PAGE: 19

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.

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 Shared Services to Waive the fee.

\*\*\*\*\*  
 ALL TERMS, CONDITIONS AND SPECIFICATIONS OF THE SEALED BID ARE INCORPORATED BY REFERENCE IN THIS BLANKET ORDER  
 \*\*\*\*\*

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

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**OFFICE OF PURCHASING**  
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**DIRECTOR**  
**OFFICE OF PURCHASING**

**DELIVERY MUST BE MADE**  
**WITHIN DOORS OF SPECIFIED**  
**DESTINATION.**

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 93165-06151-101
	<b>COUNTY OF NASSAU</b>		Ad Date: 06/03/2021
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		BID OPENING DATE 06/15/2021 11:00 A.M. E.D.S.T.
BUYER Kimberly Stanton		TELEPHONE: 516-571-6679	REQUISITION NUMBER VIA OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: POOL EQUIPMENT REPAIR, MAINTENANCE and SERVICE

JUN 15 2021

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

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

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

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

**DELIVERY MADE TO:**

Department of Recreation and Parks  
Eisenhower Park  
East Meadow, NY 11554

**GUARANTEED DELIVERY DATE**

14 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER  
11-3113241

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER <b>EAGLE CONTROL CORPORATION</b>	
ADDRESS <b>23 OLD DOCK ROAD</b>	
CITY <b>YAPHANK</b>	STATE NY ZIP CODE 11980 TELEPHONE 631-924-1315
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>[Signature]</i> <b>FRANK C ZAHRAKKA, PRESIDENT</b> PRINT OR TYPE NAME OF SIGNER AND TITLE	

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

**BID TERMS AND CONDITIONS**

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.  
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.  
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.

4. PRICES The provisions of the New York State Fair Trade Law (Federal-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.  
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

Benealoodo

8/30/21

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 rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

## DISCLOSURE STATEMENT

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

Bidders Name: **EAGLE CONTROL CORPORATION**

Address: **23 OLD DOCK ROAD, YAPHANK NY 11980**

Telephone No: **631-924-1315** Fax No: **631-924-1012**

1. State Whether: A Corporation   X  

Individual                                 

Partnership                                 

## GUIDELINES FOR DISCLOSURE

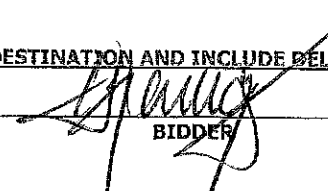
THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME\* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

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

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

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

BIDDER SIGN HERE

  
BIDDER

PRESIDENT

TITLE

**EAGLE CONTROL CORPORATION**

23 OLD DOCK ROAD YAPHANK NY 11980

- FRANK C ZAHRAKDA 6 PRAIRIE LANE BROOKHAVEN NY

FRANK C ZAHRAKKA 6 PRAIRIE LANE BROOKHAVEN NY

FRANK C ZAHRAKDA 6 PRAIRIE LANE BROOKHAVEN NY

- ## CONTROL AND INSTRUMENTATION, AND WELL AND WELL PUMP WORK

- | INDIVIDUALS<br>NAME | PRESENT<br>POSITION | YEARS OF<br>EXPERIENCE | MAGNITUDE AND<br>TYPE OF WORK | IN WHAT<br>CAPACITY |
|---------------------|---------------------|------------------------|-------------------------------|---------------------|
| FRANK C ZAHRADKA    | PRESIDENT           | 37 YEARS               | CONTROLS & INSTRUMENTATION    | ENGINEERING/SALES   |
| F.RICHARD THAEDER   | MANAGER             | 29 YEARS               | WELL & WELL PUMP              | MGMNT / SALES       |

- ## FOR NASSAU COUNTY PARKS & REC IN THE PAST

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

## BIDDER

**PRESIDENT**  
**TITLE**

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

F.RICHARD THAEDER MANAGER / SUPERVISOR

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:

WESTBURY WATER DISTRICT

ADDRESS:

160 DREXEL AVENUE

WESTBURY NY

TELEPHONE: 516-333-0427

CONTACT PERSON

JOHN INGRAM / PAUL PRIGNANO

CONTRACT DATE:

2. REFERENCE'S NAME:

SO HUNTINGTON WATER DISTRICT

ADDRESS:

75 FIFTH AVENUE

HUNTINGTON STATION NY

TELEPHONE: 631-427-8190

CONTACT PERSON

KEN CARSTEN / MIKE MCGOVERN

CONTRACT DATE:

3. REFERENCE'S NAME:

GREENLAWN WATER DISTRICT

ADDRESS:

45 RAILROAD STREET

GREENLAWN NY

TELEPHONE: 631-261-0874

CONTACT PERSON

BOB SANTORIELLO

CONTRACT DATE:

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

BIDDER SIGN HERE

  
BIDDER

PRESIDENT  
TITLE



USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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

BIDDER SIGN HERE

  
BIDDER

PRESIDENT

TITLE

**IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION**

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

**PLEASE CHECK ONE:**



By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

**OR**



I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: JUNE 11, 2021

  
(Signature of Bidder)

Print Name: FRANK C ZAHRADKA

Print Title: PRESIENT

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

BIDDER SIGN HERE

  
BIDDER

President  
TITLE

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, upgrading's, 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, upgrading's, 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.

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

BIDDER SIGN HERE

BIDDER

PRESIDENT

TITLE

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

**FORMAL SEALED BID PROPOSAL  
93165-06151-101**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

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

**IMPORTANT**

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

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REQUIRED VENDOR DISCLOSURE FORMS

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

[https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN\\_DESKTOP:3445712403627:](https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:)

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

PLEASE NOTE:

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

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**REQUESTS FOR INFORMATION OR CLARIFICATION**

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

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

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

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

**Ordinance # 153-2018**

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

<u>Value of Contract</u>	<u>Administrative Fee</u>
\$0-\$10,000	\$0
Over \$10,000-\$50,000	\$160
Over \$50,000-\$100,000	\$266
Over \$100,000	\$533

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

**Ordinance # 72-2014**

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

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**INTENT**

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

**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 12 days 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: 90 days DAYS AFTER BID OPENING

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

**EXTENSION OF PRICE:** It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.  
90 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 is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

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**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).

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.

CLAIMANT NAME	DATE
BY (SIGNATURE)	TITLE

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

Claimant Name	Date
By Signature	Title

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

1 yr

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:

N/A

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

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

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

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

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

Or

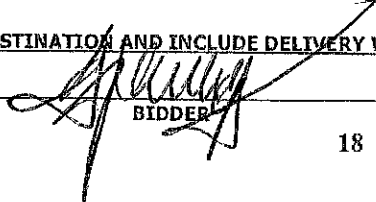
B) Certificate of Insurance with indemnification agreement (hold harmless clause): \_\_\_\_\_

Assured Partners Northeast LLC

**NASSAU COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED**

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

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BIDDER

PRESIDENT

TITLE

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

**FORMAL SEALED BID PROPOSAL  
93165-06151-101**

**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.

**MINIMUM ORDERS:** There will be many County Agencies ordering from Blanket Orders. Therefore, **NO MINIMUMS SHALL BE APPLIED TO THIS BID.**

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**DISCLAIMER**

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

**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.

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

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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 \_\_\_\_\_ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X

Signature

PRESIDENT

Title

6/11/2021

Date

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

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

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

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

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

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

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

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

this 11TH day of JUNE, 2021, as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor: EAGLE CONTROL CORPORATION

Address:

Street: 23 OLD DOCK ROAD

City, Town, etc: YAPHANK NY 11980

Telephone: 631-924-1315 Title: \_\_\_\_\_

If applicable, responsible Corporate Officer

Name FRANK C ZAHRADKA Title PRESIDENT

Signature:  

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

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**MANUFACTURER'S CERTIFICATE**

**THIS IS TO CERTIFY:**

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

N/A

\_\_\_\_\_  
Manufacturer

\_\_\_\_\_  
Signature

Title

**FURTHERMORE:**

That we authorize

\_\_\_\_\_  
(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

\_\_\_\_\_  
Manufacturer

\_\_\_\_\_  
Signature

Title

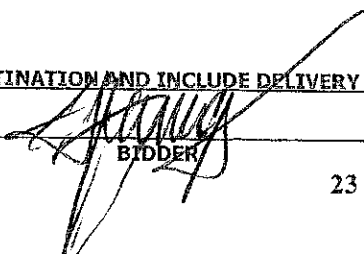
\_\_\_\_\_  
Date

**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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**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

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NY STATE LABOR LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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Living Wage

Section 1. Authority and Usage

- a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.
- b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

- a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

- b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

- c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

- d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not:

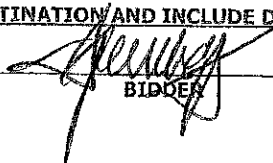
A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

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See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is \$25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount \$25,000 or over, or if such amendment itself involves an expenditure of \$25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than \$25,000 and the original agreement already involves an expenditure of \$25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than \$50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over \$50,000, or if such amendment itself involves an expenditure over \$50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of \$50,000 or less and the original agreement already involves an expenditure over \$50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

4. Waiver of the Law

a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying \$25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

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ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

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3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

Services under the Expanded In-Home Services for the Elderly Program (EISEP)

Foster care services under the New York Social Services Law.

Residential domestic violence services under the New York Social Services Law.

Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

i. Non-residential domestic violence services under the New York Social Services Law.

ii. Services under the Home Energy Assistance Program (HEAP)

Preventive services for children pursuant to the New York Social Services Law

Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

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vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance  
Attention: Living Wage Waiver Request Office  
One West Street – 4<sup>th</sup> Floor  
Mineola, New York 11501

c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty-day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

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b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" § 10 "Other Provisions"

6. Certification of Compliance

a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.

b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:

i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.

ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.

b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

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

**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 law's provisions thereof.

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**SPECIFICATION:**

ESTIMATE ANNUALLY: \$75,000

**POOL EQUIPMENT REPAIR, MAINTENANCE and SERVICE**

**PLAN B**

**TIME AND MATERIALS** - To be used to replace defective equipment to keep the elevator in compliance to code. The vendor must have prior written approval from the using agency.

**PRICING SCHEDULE:**

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES 4 HOURS LABOR/1 MAN) \$ 600<sup>00</sup>  
B2) REGULAR HOURLY RATE \$ 165.30 /hr.  
B3) EACH ADDITIONAL QUARTER HOUR \$ 41.50 /¼ hr.

**PARTS:**

B4) MANUFACTURER'S LIST PRICE (MLP) LESS 0 %  
B5) COST PLUS % 30 %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above 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.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 90 days

LABOR: 90 days

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.

B6) MINIMUM CHARGE (IF ANY) \$ 900<sup>00</sup>  
B7) REGULAR HOURLY RATE \$ 248<sup>00</sup> /hr.  
B8) EACH ADDITIONAL QUARTER HOUR \$ 62<sup>00</sup> / ¼ hr.  
RESPONSE TIME: (MAXIMUM 24 HRS) 24 Hrs

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B9) EQUIPMENT: RENTAL RATE COST PLUS 0% MUST HAVE PRIOR APPROVAL BY THE USING AGENCY  
THE FOLLOWING ARE THE POOL LOCATIONS & EQUIPMENT:

**NICKERSON BEACH**

EAST & WEST TERRACES, (INCLUDING KIDDIE POOLS) LIDO BEACH NY 11561

**EQUIPMENT:**

6 EA	DEEP SAND FILTERS	MFG: SWIM QUIP
2EA	CONTROL PANELS	MFG: ECC
6 EA	MULTIPOINT VALVES	MFG: SWIM EQUIP
4 EA	FLOWMETERS	MFG: SIGNET
4 EA	CHEMICAL FEEDERS*	MFG: MEC-O-MATIC DOLPHINS #SO
3 EA	CHEMICAL FEEDERS	MFG: LIQUID METRONICS

**CANTIAGUE PARK**

WEST JOHN ST., HICKSVILLE NY 11801

**EQUIPMENT:**

1 EA	CONTROL PANEL	MFG: ECC
8 EA	SAND FILTERS & REPLACEMENT MEDIA	MFG: NEPTUNE
	CONTROL VALVES	MFG: GRISWALD
	SAND FILTERS & REPLACEMENT MEDIA	MFG: NEPTUNE MISC GAUGES, VARIOUS
	CENTRIFUGAL PUMPS	MFG: ITT
1 EA	AUTOMATIC CONTROL SYSEM	MFG: ECC
7 EA	CHEMICAL FEEDERS:	MFG: WALLACE AND TIERNAN
9 EA	FLOWMETERS:	MFG: SIGNET

**WANTAGH PARK**

-KINGS RD., WANTAGH NY 11793

**EQUIPMENT:**

1 EA	CONTROL PANEL	MFG: ECC
8 EA	SAND FILTERS & MEDIA REPLACEMENT	MFG: PADDOCK CONST.
	CONTROL VALVE	MFG: GRISWALD
1 EA	AUTOMATIC CONTROL SYS.	MFG: ECC
	MISC GAUGES	MFG: VARIOUS
9 EA	FLOWMETERS:	MFG: SIGNET
	CHEMICAL FEEDERS: 8 EA	MFG: WALLACE AND TIERNAN
	1 EA	MFG: METRONICS INC.
	3 EA	MFG: MEC-O-MATICS DOLPHINS

**WANTAGH PARK KIDDIE POOL**

**EQUIPMENT:**

1 EA	SAND FILTER & MEDIA REPLACEMNT	MFG: NEPTUNE
1 EA	CONTROL PANEL	MFG: ECC
	MISC. VALVES	MFG: GRISWALD
	MISC. PUMPS & MOTORS	MFG: ITT& US MOTORS
	CHLORINE PUMPS (ALL SYSTEMS)	MFG: WALLACE & TIERNAN

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OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
93165-06151-101

**N WOODMERE PK,**

BR BLVD., N WOODMERE NY 11561

**EQUIPMENT:**

✓ 1 EA	CONTROL PANEL	MFG: ECC	
8 EA	SAND FILTERS & REPLACEMENT MEDIA	MFG: PADDOCK CONST.	
9 EA	FLOWMETERS	MFG: SIGNET	
	INFLUENT CONTROL VALVES	MFG: GRISWALD	
2 EA	LEVEL CONTROL PILOT VALVES	MFG: ECC	
1 EA	AUTOMATIC CONTROL SYSTEM	MFG: ECC	
	MISC GAUGES	MFG: VARIOUS	
7 EA	FLOWMETER	MFG: SIGNET	
	CHEMICAL FEEDERS: 8 EA.	MFG: WALLACE AND TIERNAN	
		1 EA.	MFG: BIF
		1 EA.	MFG: LIQUID METRONICS INC.
		3 EA.	MFG: MEC-O-MATIC

**N WOODMERE PK-**

BR BLVD., N WOODMERE NY 11561

**NEW FILTER ROOM EQUIPMENT:**

8 EA	SAND FILTERS & MEDIA REPLACEMENT	MFG: ECC
1 EA	CONTROL PANEL	MFG: PADDOCK CONST.
9 EA	FLOWMETERS	MFG: SIGNET
	INFLUENT CONTROL VALVES	MFG: GRISWALD
3 EA	LEVEL CONTROL PILOT VALVES	MFG: ECC
1 EA	AUTOMATIC CONTROL SYSTEM	MFG: ECC GAUGES MFG: VARIOUS

**C. MORLEY PK**

500 SEARNGTOWN ROAD, ROSLYN

**EQUIPMENT:**

1 EA	CONTROL PANEL	MFG: ECC
3 EA	FILTERS WITH 48 ELEMENTS	MFG: BIF
3 EA	FLOW METERS & TRANSMITTERS	MFG: BIF
3 EA	INFLUENT CONTROL VALVES	MFG: FISHER GOVERNOR CO.
3 EA	LEVEL CONTROL PILOT VALVES	MFG: BIF
3 EA	DRY FEEDERS	MFG: BIF
2 EA	DIAPHRAGM PENDULUM UNITS	MFG: BIF
1 EA	AUTOMATIC CONTROL SYSTEM	MFG: ECC
2 EA	CHEMICAL FEEDERS: 2 EA	MFG: WALLACE AND TIERNAN
	1 EA	MFG: MEC-O-MATIC
	MISCELLANEOUS GAUGES -	VARIOUS

**AQUATIC CENTER**

Eisenhower Park, East Meadow

**EQUIPMENT:**

	CONTROL PANELS	MFG: ECC
	MISC CONTROL VALVES	MFG: GRISWALD
6 EA	SAND FILTERS & REPLACEMENT MEDIA	MFG: PADDOCK CONST.
	MISC. GAUGES	MFG: VARIOUS
	CHLORINE MONITORING SYSTEM	MFG: ECC
	MISC CENTRIFUGAL PUMPS & MOTORS	MFG: ITT & US MOTORS

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OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
93165-06151-101

1 EA CHEMICAL FEEDERS  
1 EA PREMA 75 PPG

MFG: WALLACE & TIERNAN

CHEMICAL FEEDERS SHOULD INCLUDE PPG DRY CHLORINE TABLET SYSTEM THESE ITEMS WILL BE COVERED UNDER PLAN "B" TIME & MATERIALS

- 1) AT THE FOLLOWING SEASONAL LOCATIONS NC UTILIZES SODIUM HYPOCHLORITE WHICH IS STORED IN POLYETHYLENE TANKS RANGING FROM 165 GALLONS UP TO 1500 GALLONS. THE FOLLOWING EQUIPMENT WILL BE COVERED: TANKS & ASSOCIATED PLUMBING, VALVES & FITTINGS.

POOL LOCATIONS ARE AS FOLLOWS:

- A) CANTIAGUE- (4) 1500 GALLON TANKS
- B) NORTH WOODMERE- (3) 1250 GALLON TANKS. (2) 800 GALLON TANK
- C) AQUATIC CENTER- (1) 165 GALLON TANK

- 2) FACILITIES HAVE POOL VACUUM ROBOTS TO CLEAN THE POOLS FROM VARIOUS MANUFACTURERS- INCLUDED BUT NOT LIMITED TO: AQUAMAX & AQUAKING.

ALL LOCATIONS SHOULD INCLUDE ALL RELATED PLUMBING/PIPING ALL ATTENDANT HARDWARESERVICE TO INCLUDE INSTALLATION, REMOVAL AND STORAGE OF POOL COVERS AT THE FOLLOWING LOCATIONS:

- 1.) WANTAGH PARK:  
MAIN POOL - 84' X 166'7" X 8' X 18'2"  
DIVE TANK - 42'6" X 44'8"
- 2.) NO. WOODMERE:  
MAIN POOL - 79' X 168' X 6' X 15'6" X 63'1"  
DIVE TANK - 52'6" X 52'6"
- 3.) CANTIAGUE PARK:  
MAIN POOL - 87'6" X 169'6" X 5' X 10'7"  
DIVE TANK 49' X 63'11"

REPAIR AND REPLACEMENT OF DEFECTIVE PUMPS AND MOTORS

REPAIR AND REPLACEMENT OF POOL PIPING VALVES AND LEAK DETECTION REPAIR AND REPLACEMENT OF CHEMICAL TANKS AND PIPING

POOL START-UPS EACH SEASON

POOL MAINTENANCE CLASSES FOR OPERATION AND CARE POST-SEASON SHUT DOWN

INTERACTIVE FEATURE EQUIPMENT REPAIRS AND REPLACEMENT POOL INJECTOR REPAIRS AND REPLACEMENTS

CO2 INJECTOR REPAIRS AND REPLACEMENTS MONITORING EQUIPMENT REPAIRS AND REPLACEMENTS

CHEMICAL STORAGE TANKS REPAIRS AND REPLACEMENTS FIBERGLASS REPLACEMENT AND REPAIR ON POOL LINERS

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LADDER REPLACEMENT AND PARTS FOR THE FOLLOWING:

- 1) SLIDES
- 2) DIVING BOARDS
- 3) LIFEGUARD CHAIRS
- RE-GEL COATING OF SLIDES

PURCHASING OF SAFETY EQUIPMENT SUCH AS:

SAFETY BUMPERS FOR INTER-ACTIVE POOLS, GRIP TAPE FOR STAIRWAYS ON ALL SLIDES

TESTING EQUIPMENT SUCH AS:

PH+ & PH-, CHLORINE NEUTRALIZER, TEST TABLETS DRY CHLORINE TABLETS FOR CHEMICAL FEEDERS, TUBING FOR CHLORINE LINES, CHLORINE INJECTOR PUMPS, DRY ACID PUMPS

POOL SUPPLIES SUCH AS:

VACUUM HEADS AND VACUUM POLES AND HOSES, VACUUMS, SKIMMER HEADS, POLES, POOL BRUSHES, HANDICAP ACCESSIBLE EQUIPMENT AND REPAIRS, POOL PAINT, POOL CORKING AND PUTTY, CLEANING AND CHANGING THE SAND IN THE FILTERS, REPLACEMENT OR REPAIR OF HYDROSTATIC VALVES IN POOLS

**WALK-THROUGH**

If you would like to schedule a walk-through, please contact

- 1) Tim Messner 516-572-0015 [tmessner@nassaucountyny.gov](mailto:tmessner@nassaucountyny.gov)
- 2) Mike Fritz 516-537-2772 [mfritz@nassaucounty.gov](mailto:mfritz@nassaucounty.gov)

If you had a Walk- Through Check Box ☐

Date of Walk-Through: \_\_\_\_\_

**NOTE:**

- 1) **NO ELECTRONIC SUBMISSIONS ALLOWED**  
We must receive a hard copy of the bid package, which is to be sent to the following address:

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

(This is also noted on the top part of the cover page.)

The bid package must be sent in a sealed envelope with the solicitation number written on it. We recommend that you send this package early to arrive the day before the bid opening, to ensure receipt.

- 2) **DO NOT STAPLE THE BID PACKAGE**

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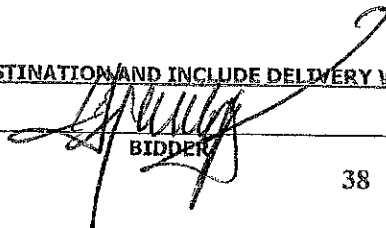
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Additional Quantities/Facilities may be added to this blanket order with a written quotation and subsequent amendment.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/11/2022

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

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

<b>PRODUCER</b> AssuredPartners Northeast, LLC. 100 Baylis Road Suite 300 Melville NY 11747	<b>CONTACT NAME:</b> Margherita Walkowiak <b>PHONE (A/C, No, Ext):</b> (631) 485-4000 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> margherita.walkowiak@assuredpartners.com																					
<b>INSURED</b> Eagle Control Corporation 23 Old Dock Rd Yaphank NY 11980	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>West American Insurance Company</td><td>44393</td></tr><tr><td>INSURER B:</td><td>Ohio Casualty Insurance Company</td><td>24074</td></tr><tr><td>INSURER C:</td><td>Property &amp; Casualty Ins. Co. of Hartford</td><td>34690</td></tr><tr><td>INSURER D:</td><td>ShelterPoint Life Insurance</td><td>81434N</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	West American Insurance Company	44393	INSURER B:	Ohio Casualty Insurance Company	24074	INSURER C:	Property & Casualty Ins. Co. of Hartford	34690	INSURER D:	ShelterPoint Life Insurance	81434N	INSURER E:			INSURER F:		
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INSURER F:																						

**COVERAGES**

CERTIFICATE NUMBER: CL2221185875

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BKW(22)58503015	02/13/2022	02/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAO58503015	02/13/2022	02/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Supplementary \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO58503015	02/13/2022	02/13/2023	UMBRELLA EXCESS UMBRELLA EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	12WECZU7297	02/13/2022	02/13/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	NY Disability		DBL-126253	02/01/2022	02/01/2023	Policy Limit Statutory

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

Re: Pool Equipment, Repair, Maintenance and Service

Bid No. 93165-06151-101

The following are included as additional insured if required by written contract subject to the terms and conditions of stated policies: County of Nassau

**CERTIFICATE HOLDER****CANCELLATION**

County of Nassau 1 West Street  Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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