



Nassau County Shared Services,
Office of Purchasing

Staff Summary A-23-2022

Subject: Ice Rink Resurfacer (S/B # 65030-04072-059; RQPW22000027)	Date: June 15, 2022
Department: Department of Shared Services Office of Purchasing	Vendor Name: J & C Ice Tech, Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-23-2022
Department Head Signature: <i>Melissa Gallucci</i>	Contract Manager Name: Grant Benedis, Buyer

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
7/26/2022 <i>GB</i>	CFO	8/22/22 <i>MB</i>	Budget
07/27/2022 <i>SS</i>	County Atty.		County Exec.

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

Narrative

Purpose: To authorize and award a purchase order for an Ice Rink Resurfacer for the Nassau County Department of Public Works.

Discussion: This solicitation was advertised in Newsday, New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs was notified of this solicitation.

2 Vendors viewed the bid
0 Woman owned business 0 Minority (African/American) 1 Small Business
0 Service Disabled (Veteran) owned business 0 Veteran Owned Business

2 Vendors bid on this solicitation
0 Woman owned business 0 Minority 1 Small Business
0 Service Disabled (Veteran) owned business 0 Veterans

The identified lowest responsible bidder, J & C Ice Tech, Inc., is not listed in any of the above categories.

Impact on Funding/Term: The maximum amount authorized under this purchase order shall be One Hundred Sixteen Thousand Seven Hundred Fifteen Dollars (\$116,715.00) from Capital Fund PWCAPCAP 00005, 98060.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to J & C Ice Tech, Inc. as the lowest responsible bidder meeting specifications.

2022 AUG 23 A 10:26
 RECEIVED
 NASSAU COUNTY
 CLERK OF THE LEGISLATURE

APPROVED: *G. Benedis* 7/27/22

INSURANCE SECTION

REAL ESTATE, INSURANCE AND
 BUDGET COORDINATION

RULES RESOLUTION 2022

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND J & C ICE TECH, INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 65030-04072-059 FOR AN ICE RINK RESURFACER for the Department of Public Works, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that J & C Ice Tech, Inc. submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute a Purchase Order with J & C Ice Tech, Inc.

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-23-2022**
FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES
DATE: June 15, 2022

SUBJECT: RESOLUTION– NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

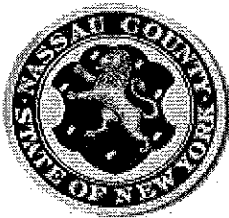
THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER WITH A MAXIMUM AMOUNT OF ONE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS (\$116,715.00) FOR AN ICE RINK RESURFACER ON BEHALF OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO J & C ICE TECH, INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS.

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


MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: gb

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





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:
James Nafus [JIM@JANDCICE.COM]

Dated: 03/17/2022 11:35:30 AM

Vendor: J&C Ice Tech

Title: Sales Manager

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: 03/17/2022

1) Proposer's Legal Name: J&C Ice Technologies, Inc.

2) Address of Place of Business: 180 Gold Mine Road - Unit 5

City: Flanders State/Province/Territory: NJ Zip/Postal Code: 07836

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: 030644986

5) Federal I.D. Number: 223225756

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.

If someone were hired with a potential conflict of interest with the County, they would not be able to work on any projects related to the County.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

04/27/1993

- 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.

Willard Brown, Jr., President
PO Box 415
Gladstone, NJ 07934

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.

First Name	Willard				
Last Name	Brown				
MI	W	Suffix	Jr.		
Address	180 Gold Mine Road - Unit 5				
City	Flanders	State/Province/Territory	NJ	Zip/Postal Code	07836
Country	US				
Position	President				

- iv) State of incorporation (if applicable);

NJ

- v) The number of employees in the firm;

3

- vi) Annual revenue of firm;

1600000

vii) Summary of relevant accomplishments

J&C Ice Technologies is the Mid-Atlantic Zamboni Ice Resurfacer Distributor responsible for parts and sales of the Zamboni Ice Resurfacer across most of NY, NJ, CT, MD, DC and VA.

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

1 File(s) Uploaded: NJ Registration cert.pdf

B. Indicate number of years in business.

29

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

J&C has been the Mid-Atlantic Zamboni distributor for 29 years and have sold Zamboni Ice Resurfacer machines to everyone from small community rinks to NHL facilities.

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	Hershey Park Arena		
Contact Person	Dan Strawhecker		
Address	550 W. Hersheypark Drive		
City	Hershey	State/Province/Territory	PA
Country	US		
Telephone	(717) 520-5198		
Fax #			
E-Mail Address	destrawhecker@HersheyPA.com		

Company	Hagerstown Ice and Sports Complex		
Contact Person	Dan Lavalliere		
Address	580 Security Road		
City	hagerstown	State/Province/Territory	MD
Country	US		
Telephone	(301) 766-9122		
Fax #			
E-Mail Address	maintenance@hagerstownice.org		

Company	SUNY Broome County		
Contact Person	Chris Novitsky		
Address	907 Front Street		
City	Binghamton	State/Province/Territory	NY
Country	US		
Telephone	(607) 778-5568		
Fax #			
E-Mail Address	novitskycj@sunybroome.edu		

I, James Nafus , 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, James Nafus , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Name of submitting business: J&C Ice Tech

Electronically signed and certified at the date and time indicated by:
James Nafus [JIM@JANDCICE.COM]

Sales Manager

Title

03/17/2022 12:00:43 PM

Date

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

J & C ICE TECH, INC.

TRADE NAME:

ADDRESS:

180 GOLD MINE ROAD UNIT 5
FLANDERS NJ 07836-4701

SEQUENCE NUMBER:

0102051

EFFECTIVE DATE:

04/27/93

ISSUANCE DATE:

04/29/17

James G. Lawrence
Director
New Jersey Division of Revenue

COUNTY OF NASSAU

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

1. Name of the Entity: J&C Ice Technologies, Inc.

Address: 180 Gold Mine Road - Unit 5

City: Flanders State/Province/Territory: NJ Zip/Postal Code: 07836

Country: US

2. Entity's Vendor Identification Number: 223225756

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

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

First Name	<u>Willard</u>		
Last Name	<u>Brown</u>		
MI	<u>W</u>	Suffix	<u>Jr.</u>
Address	<u>180 Gold Mine Road - Unit 5</u>		
City	<u>Flanders</u>	State/Province/Territory:	<u>NJ</u> Zip/Postal Code: <u>07836</u>
Country	<u>US</u>		
Position	<u>President</u>		

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.

First Name	<u>Willard</u>		
Last Name	<u>Brown</u>		
MI	<u>W</u>	Suffix	<u>Jr.</u>
Address	<u>180 Gold Mine Road - Unit 5</u>		
City	<u>Flanders</u>	State/Province/Territory:	<u>NJ</u> Zip/Postal Code: <u>07836</u>
Country	<u>US</u>		
Position	<u>President</u>		

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:

James Nafus [JIM@JANDCICE.COM]

Dated: 03/17/2022 12:01:37 PM

Title: Sales Manager

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.

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: Willard W. Brown, Jr.
Date of birth: 01/05/1956
Home address: 103 Mosle Road
City: Far Hills State/Province/Territory: NJ Zip/Postal Code: 07931
Country: US

Business Address: 180 Gold Mine Road - Unit 5
City: Flanders State/Province/Territory: NJ Zip/Postal Code: 07836
Country: US
Telephone: 973-584-0071

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

List of other addresses and telephone numbers attached

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

President	<u>03/12/1993</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

I am 100% shareholder for J&C Ice Tech.

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.

I also also own and operates Island Style Construction in Massachusetts.

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

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

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

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

I, Willard Brown, Jr. , 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, Willard Brown, Jr. , 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.

J&C Ice Tech, Inc.

Name of submitting business

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

Willard Brown, Jr. [WENOICE@JANDCICE.COM]

President

Title

06/16/2022 01:46:04 PM

Date

FORMAL SEALED BID

PROPOSAL

STATE OF NEW YORK



COUNTY OF NASSAU

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

BID NUMBER
65030-04072-069

Dated: 03/17/2022

BID OPENING DATE
04/07/2022
11:00 A.M. E.D.S.T.

BUYER
Grant Benedis

TELEPHONE
(516) 571-4069

REQUISITION NUMBER
ROEW22000027

OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE Ice Rink Resurfacers

APR 7 2022

- 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 N/A 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:

PW92 Roads & Bridge Maintenance
NC, DPW, Highway & Bridge Maint. DI
170 Cantigue Rock Road
Hicksville, NY 11801

GUARANTEED DELIVERY DATE

365 days or sooner
DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER 22-3225756

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER J&C Ice Tech, Inc.

ADDRESS 180 Gold Mine Road - Unit 5

CITY Flanders STATE NJ ZIP CODE 07836 TELEPHONE 973-584-0071

SIGNATURE OF AUTHORIZED INDIVIDUAL James Nafus, Sales Manager
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.

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 22.18 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: J&C Ice Tech, Inc.

Address: 180 Gold Mine Road - Unit 5, Flanders, NJ 07836

Telephone No: 973-584-0071

Fax No: 973-584-6948

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.)

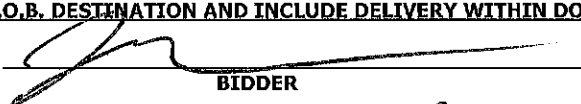
- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name 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

Sales Manager

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: J&C Ice Tech, Inc.

ADDRESS: 180 Gold Mine Road - Unit 5, Flanders, NJ 07836

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT Willard Brown, Jr. 103 Mosle Road, Far Hills, NJ 07931

VICE PRESIDENT

SECRETARY

TREASURER

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

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 29

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? N/A

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

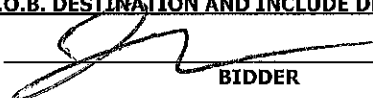
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
James Nafus	Sales Manager	22	Was senior ice technician at local rink prior to starting (and while also in) sales position at J&C Ice.	

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

We have compared the desired product to the current Zamboni brand ice resurfacers and included all desired options. We have also reviewed the vendor requirements enclosed within this bid package.

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

BIDDER SIGN HERE


BIDDER

Sales Manager
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
65030-04072-059

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

James Nafus, Sales Manager

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

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

1. REFERENCE'S NAME: Township of Old Bridge

ADDRESS: 1 Old Bridge Plaza, Old Bridge, NJ 08857

TELEPHONE: 908-601-1436 CONTACT PERSON Bill Majeski

CONTRACT DATE: 5/10/2021

2. REFERENCE'S NAME: Town of Mamaroneck

ADDRESS: 140 Hommock's Road
Larchmont, NY 10538

TELEPHONE: 914-834-3164 CONTACT PERSON Matt Angst

CONTRACT DATE: 3/29/2021

3. REFERENCE'S NAME: City of Bowie

ADDRESS: 3330 Northview Drive
Bowie, MD 20716

TELEPHONE: 301-809-2307 CONTACT PERSON Tom Windsor

CONTRACT DATE: 6/3/2020

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

BIDDER SIGN HERE



BIDDER

Sales Manager

TITLE

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


**FORMAL SEALED BID PROPOSAL
65030-04072-059**

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

Sales Manager

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: 03/28/2022

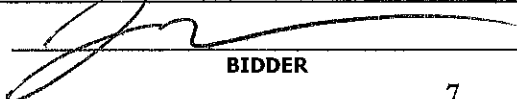

(Signature of Bidder)

Print Name: James Nafus

Print Title: Sales Manager

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

BIDDER SIGN HERE



BIDDER

Sales Manager

TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

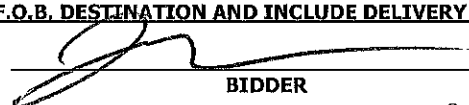
The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

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

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

BIDDER SIGN HERE


BIDDER

Sales Manager

TITLE

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

**FORMAL SEALED BID PROPOSAL
65030-04072-059**

(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.

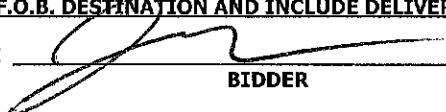
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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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TITLE

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

**FORMAL SEALED BID PROPOSAL
65030-04072-059**

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.

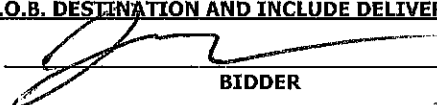
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- 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.

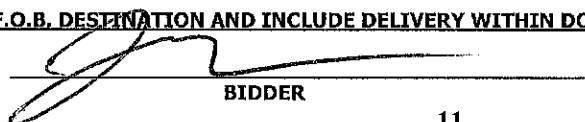
Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit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

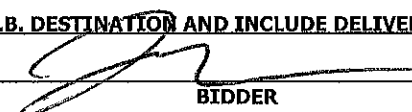
M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by 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:

- 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.

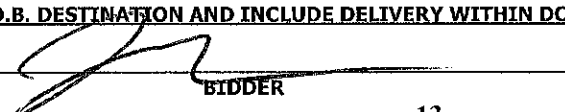
PLEASE NOTE:

- 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.

***** ALL DISCLOSURE FORMS MUST BE UPLOADED IN THE VENDOR PORTAL PRIOR TO BID SUBMISSION. DO NOT ENCLOSE PAPER COPIES.**

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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

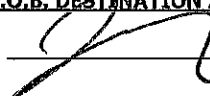
After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for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

FORMAL SEALED BID PROPOSAL
65030-04072-059

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

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.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

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 365 days or sooner ARO **Days A/R/O.**

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

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

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

NO PARTIAL PAYMENTS WILL BE PAID.

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

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

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

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:

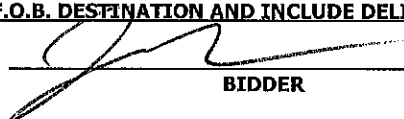
<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

CONSUMPTION: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

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

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COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
65030-04072-059**

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

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

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

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

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

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

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

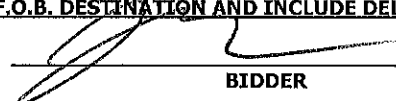
PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free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

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

**FORMAL SEALED BID PROPOSAL
65030-04072-059**

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: 2 years or 2,000 hours (whichever comes first) parts replacement only

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

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

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

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 AFTER BID OPENING**

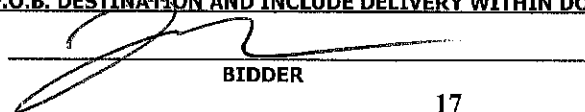
EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions 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. 180 days.

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

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award.

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**FORMAL SEALED BID PROPOSAL
65030-04072-059**

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.

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 28 day of March, 2022 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: J&C Ice Tech, Inc.

Address: 180 Gold Mine Road - Unit 5

Street: _____

City, Town, etc: Flanders, NJ 07836

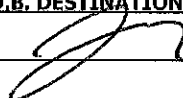
Telephone: 973-584-0071 Title: Sales Manager

If applicable, responsible Corporate Officer

Name Willard Brown, Jr. Title President

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

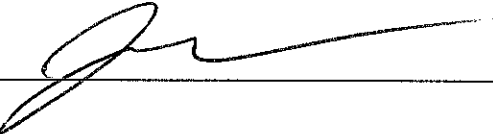
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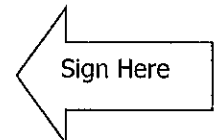


BIDDER

Sales Manager

TITLE

Signature: 



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

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

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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.

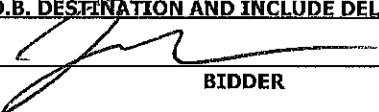
The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

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.

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

BIDDER SIGN HERE


BIDDER

Sales Manager

TITLE

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

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

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

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

EVALUATION:

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

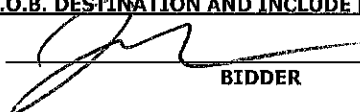
PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit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

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

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

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

BIDDER SIGN HERE



BIDDER

Sales Manager

TITLE

MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:

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

That the address of the manufacturing plant is:

15714 Colorado Avenue

Paramount, CA 90723

Zamboni Company USA, Inc.

Manufacturer

Robert Zamboni, President

Signature

Title

FURTHERMORE:

That we authorize

J&C Ice Technologies, Inc.

180 Gold Mine Road, Suite 5 Flanders, NJ 07836

(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.

Zamboni Company USA, Inc.

Manufacturer

Robert Zamboni, President

Signature

Title

March 17, 2022

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.

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.

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

BIDDER SIGN HERE

[Signature]
BIDDER

Sales Manager
TITLE

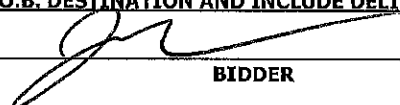
SPECIFICATIONS:

ICE RINK RESURFACER

Item #	Qty.	Unit	Description	Unit Price	Total Price
1	1	EA	<p>ICE RINK RESURFACER</p> <p>MODEL: ZAMBONI 546 OR EQUAL</p> <p>CAPACITY: FULL SIZE</p> <p>-SNOW TANK</p> <p>100 CUBIC FEET (ACTUAL VOLUME)</p> <p>120 CUBIC FEET (COMPACTED)</p> <p>-ICE MAKING WATER TANK</p> <p>CONSTRUCTED OF HIGH-DENSITY POLYETHYLENE</p> <p>82 U.S. GALLONS</p> <p>-TOTAL WATER CAPACITY: 282 U.S. GALLONS</p> <p>KUBOTA 1.6 LITER</p> <p>-FOUR CYLINDER, 57HP, 16 VALVE DOUBLE OVERHEAD CAM, 88 FT. LBS OF TORQUE, HYDRAULIC VALVE LIFTERS, LIQUID COOLED</p> <p>-TIMING BELT WITH AUTOMATIC BELT TENSIONERS, 5 MAIN BEARINGS,</p> <p>FULL-FLOW OIL FILTER SYSTEM</p> <p>-ADVANCED ELECTRONIC IGNITION SYSTEM</p> <p>-MEETS OR EXCEEDS CARB/EPA 2012 STANDARDS</p> <p>-AVAILABLE IN LPG OR GASOLINE POWERED</p> <p>-LOAD SENSING ELECTRONIC GOVERNOR ENABLES "HANDS-FREE" OPERATION BY DRIVER</p> <p>-ON-BOARD ENGINE DIAGNOSTIC SYSTEM WITH FAULT CODE READOUT VIA DASH</p> <p>LAMP OR DIAGNOSTIC COMPUTER</p> <p>-AUTOMATIC SAFETY SHUTDOWNS</p> <p>-CONTINUOUSLY VARIABLE PUMP AND MOTOR AND AXIAL PISTON-TYPE AND OFFER VOLUMETRIC EFFICIENCIES UP TO 95%</p> <p>-MAXIMUM DRAWBAR PULL AT ALL SPEEDS AND FULL HYDRO DYNAMIC BRAKING</p> <p>-HYDROSTAT ENABLES THE CONVEYOR AUGERS TO OPERATE AT FULL SPEED, REGARDLESS OF VEHICLE SPEED, INCLUDING WHEN SLOWING FOR CORNERS.</p> <p>DANA/SPICER AXLES</p> <p>MODEL 44 FRONT-RATED 4,300 LB.</p> <p>MODEL 60 REAR-RATED 6,400 LB.</p> <p>-REAR AXLE IS A RIGID FULL-FLOAT DESIGN.</p> <p>CHASSIS/AXLE COMBINATION TO HAVE TURNING RADIUS OF 16 FEET OR LESS</p> <p>HUB CITY TRANSFER CASE</p> <p>-CAST IRON HOUSING</p> <p>HEAT-TREATED ALLOY STEEL GEARS ARE HELICAL CUT</p>	\$ 111,515	\$ 111,515

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

BIDDER SIGN HERE


BIDDER

Sales Manager

TITLE

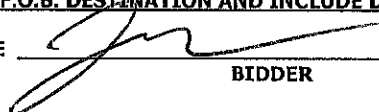
**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
65030-04072-059**

		<p>-HYDROSTATIC MOTOR IS WET-MOUNTED TO HOUSING</p> <p>CHASSIS</p> <p>-2" X 5" STRUCTURAL STEEL TUBING</p> <p>SAUER-DANFOSS TUROLLO PUMP AND PERMCO MOTORS</p> <p>HIGH EFFICIENCY GEAR TYPE DOUBLE PUMP HAS SEPARATE PUMP SECTIONS FOR VERTICAL AND HORIZONTAL AUGERS</p> <p>PRIORITY FLOW DIVIDER PROVIDES STEERING CIRCUIT.</p> <p>-PUMP DIRECTLY MOUNTED TO THE ENGINE</p> <p>NO BELTS OR PULLEYS.</p> <p>-MOTORS ARE HIGH EFFICIENCY GEAR TYPE WITH CAST-IRON BODIES AND CASE DRAIN.</p> <p>-HYDROSTATIC TRANSMISSION WITH LOOP FLUSHING FILTRATION AND TANK</p> <p>-TWO HYDRAULIC FILTERS, (1) 20 MICRON RETURN LINE AND (1) 10 MICRON HYDROSTATIC CHARGE LOOP</p> <p>-21 GALLON TANK</p> <p>-LARGE SNOW CAPACITY TANK</p> <p>-SNOW TANK INCORPORATES A SMOOTH BOTTOM AND SIDES,</p> <p>-10 INCH DIAMETER AUGERS ARE DOUBLE-FLIGHTED AND TEFLON COATED.</p> <p>-HORIZONTAL AND VERTICAL AUGERS CAN REVERSE DIRECTION.</p> <p>-THE OPERATOR SETS THE ENGINE SPEED WITH THE "HANDS-FREE" GOVERNOR AND DRIVES THE MACHINE WITH A FOOT CONTROL. WILL PROVIDE FULL POWER AND SPEED TO THE AUGERS AT ALL TIMES, INCLUDING WHILE SLOWING FOR CORNERS.</p> <p>-SINGLE FOOT PEDAL EQUIPPED WITH A "DEAD-MAN" SAFETY FEATURE</p> <p>-OPERATOR'S COMPARTMENT INCLUDES STEERING WHEEL WITH SPINNER KNOB.</p> <p>-ENGINE AND HYDRAULIC COMPARTMENT TO BE ACCESABLE THROUGH BOTH SIDE DOORS FOR DAILY MAINTENANCE CHECKS WITH OR WITHOUT SNOW TANK IN DOWN POSITION.</p> <p>-WIRING AND LOOMS MUST BE ROUTED AND PROTECTED. WIRES ARE TO BE INDIVIDUALLY LABELED FOR EASIER SERVICE AND TROUBLE-SHOOTING.</p> <p>-THE SNOW TANK TO BE DESIGNED IN AN ENLARGED PACKAGE WITH A FLAT BOTTOM AND SIDES FOR A LOW FRONT-DUMPING HEIGHT FOR DUMPING INDOORS AS WELL AS OUTDOORS IN ADVERSE CONDITIONS.</p> <p>WARRANTY: TWENTY-FOUR (24) MONTHS OR 2,000 HOURS, PARTS REPLACEMENT ONLY.</p> <p>-ICE RESURFACER MUST MEET OR EXCEED O.S.H.A. AND A.N.S.I. SAFETY LABELING REQUIREMENTS.</p> <p>DESCRIPTION BASE MODEL 546 INCLUDES: GASOLINE CARBURATION 3-WAY CATALYTIC CONVERTER LAMBDA FUEL MANAGEMENT SYSTEM BLACK POWDER COATED CONDITIONER POLY RUNNER FOR CONDITIONER SNOW TANK WINDOW ALUMINUM ALLOY WHEELS</p>		
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ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE



BIDDER

Sales Manager

TITLE

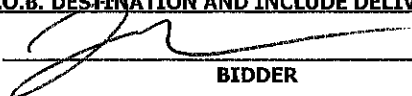
**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
65030-04072-059**

			PARKING BRAKE LPG CARBURATION (INCLUDES LPG LOW FUEL LIGHT) WASH WATER SYSTEM HYDRAULIC OIL COOLER BOARD BRUSH WATER LEVEL SIGHT GAUGE BACKUP ALARM STAINLESS STEEL ICE MAKING WATER DISCHARGE PIPE SNOW TANK LIGHT AUTOMATIC SNOW BREAKER SYSTEM		
2	1	EA	TRANSPORTATION OF GOODS, DYAGE, FREIGHT, SHIPPING AND HANDLING	\$ <u>5,200</u>	\$ <u>5,200</u>

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

BIDDER SIGN HERE



BIDDER

Sales Manager

TITLE

NOTE:

- 1) NO ELECTRONIC SUBMISSIONS ARE ALLOWED

We must receive a hard copy of the bid package, to be sent to the following address:

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

*Attn: Grant Benedis
Bid No.: 65030-04072-059*

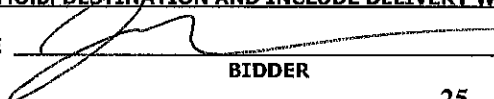
(This is also noted on the top part of the front cover page.)

The bid package must be sent in a sealed envelope with the solicitation number written on the outside envelope. 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***

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

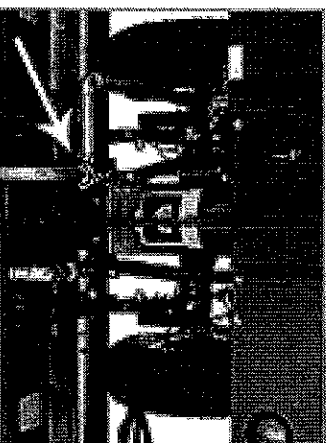
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BIDDER

Sales Manager

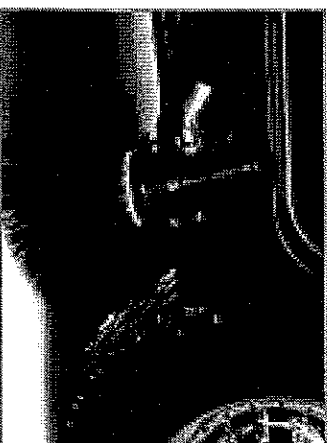
TITLE

MODEL 546



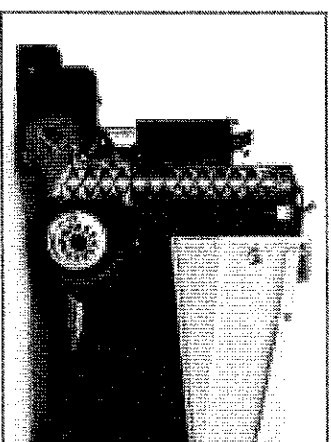
Advanced Water System — AWS™

Regulates amount of water dispensed onto the ice relative to machine speed for efficient and even application. *optional equipment



Zamboni Power Brush™

Wider brush path reaches higher on the dasher board kick plate for superior cleaning power. *optional equipment



Integrated Auger Washout System

Simplifies the vertical and horizontal auger washout task, from a single point on the conditioner. *optional equipment

STANDARD FEATURES

2 Year Warranty	On-Dash Diagnostics
400 Micron Wash Water Deep Filter Bag	Parking Brake
Aluminum Alloy Wheels	Power Steering
Catalytic Converter	Premium Polyester Felt Spreader Towel
Chassis: Strong All Welded Steel Tubing	Replaceable Poly Conditioner Side Plate
Conditioner Safety Guards	Rugged Dana Spicer® Axles
Digital Training and Reference Materials	Rust-Free Poly Ice Making Water Tank
Engine: EPA and CARB Certified	Snow Tank Safety Stand
Familiar Automobile-Style Foot Controls	Spare Tire and Wheel
Four-Wheel Drive	Stainless Steel Hardware
Fuel Options: Gasoline, Propane	Steering Wheel Spinner Knob
Full Hydrodynamic Braking	Touch-Up Paint Kit
Guide Wheel	Tungsten Carbide Studded Tires
High Quality 10 and 20 Micron Filters	Under Seat Storage
High Speed Vertical Auger	Wide Spectrum of Premium Automotive Paint Colors
Hydraulic Oil Level Sight Gauge	
LED Headlights and Tail lights	
Load Sensing Engine Governor	
Multi-Function Display	

OPTIONS

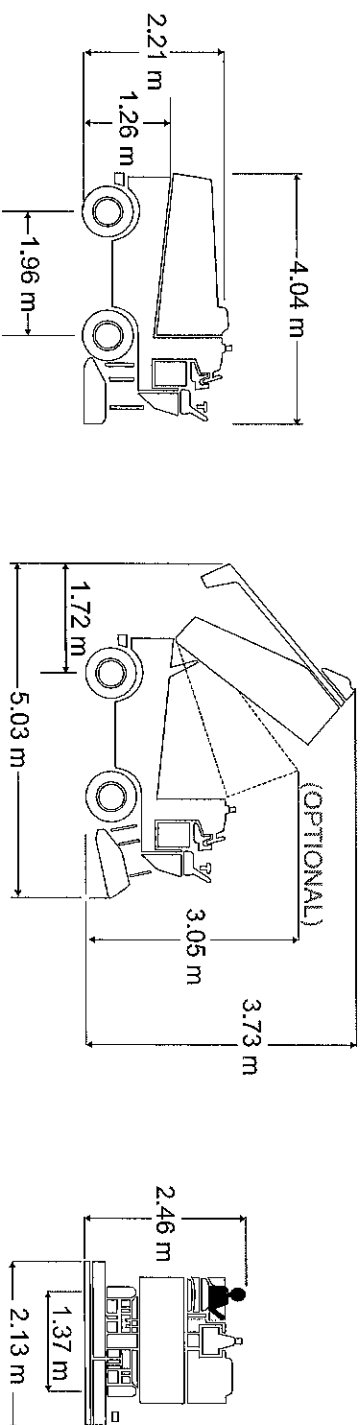
Advanced Water System (AWS™)	Snow Melting Kit
Automatic Snow Breaker	Snow Tank Dump Height Restriction
Back Up Alarm	Snow Tank Light
Blade Change System	Stainless Steel Water Distribution Pipe
Cab Enclosure	Tire Wash System
Conditioner: Galvanized	V-Plow
Electric Water Level Gauge	Wash Water to Ice Making Water Transfer
Engine Diagnostic Computer Interface Tool	Wash Water System with Poly Tank
FastICE® Ice Making System	Water Level Sight Gauge
Front Squeegee	Zamboni Power Brush™ Board Brush System
Heated Ergonomic Comfort Design Seat	Zamboni Connect™ System
• Armrest	
• Seatbelt	
Hydraulic Oil Cooler Kit	
IceCaps® Wheel Advertising System	
Integrated Auger Washout System	
Level-Ice™	
Low Fuel Light	
Low Guide Wheel	

ZAMBONI®

Some features described or shown may be optional at extra cost and prices, colors, materials, specifications and models are subject to change. Some options are required in combination with other options. ZAMBONI and the configuration of the Zamboni® ice resurfacing machine are registered trademarks of Frank J. Zamboni & Co., Inc. © Zamboni 2021

Rev 09/2021

zamboni.com



MODEL 546

CAPACITIES

Snow Tank		
Actual Volume	2.83 m³	100 cu. ft.
Compacted	3.54 m³	125 cu. ft.
Water		
Ice Making	738 L	195 gal.
Wash Water	310 L	82 gal.
Total	1048 L	277 gal.
Hydraulic Oil	95 L	25 gal.

POWERTRAIN

Four-Wheel Drive	
Engine	Kubota® 1.6 L/ 50 HP at 3000 RPM Four Cylinder Liquid Cooled
Transmission	Continuously variable hydrostatic pump and motor are axial-piston type.
Hydraulics	Double pump powers the vertical and horizontal augers. Hydraulic down pressure for optimal resurfacing results.

Axles

Front	1950 kg	4300 lb
Rear	2903 kg	6400 lb

Brakes

Full Hydrodynamic Braking

DIMENSIONS

	L	W	H	L	W	H
Overall						
Snow Tank Down	4.04 m	2.13 m	2.21 m	159 in.	84 in.	87 in.
Snow Tank Up	5.03 m	2.13 m	3.73 m	198 in.	84 in.	147 in.
Shaving Blade	L	W	H	L	W	H
	195.6 cm	12.7 cm	1.27 cm	77 in.	5 in.	0.5 in.

Clearance

Minimum Operator Height Clearance	246.4 cm	97 in.
Snow Pit Clearance	125.7 cm	49.5 in.

Conveyor System

Horizontal Auger Diameter	25.4 cm	10 in.
Vertical Auger Diameter	25.4 cm	10 in.

Manueverability

Wheelbase	1.96 m	77 in.
Wheel Track	1.37 m	54 in.
Turning Radius at Conditioner	4.87 m	16 ft.

Weight

Empty	2912 kg	6420 lb
with Water	3910 kg	8620 lb

ZAMBONI®

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Rev 06/2021

zamboni.com



J&CICET-01

SPAPPIANOU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2022

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).

PRODUCER Otterstedt Insurance Agency Inc. 291 Morris Avenue Summit, NJ 07901	CONTACT NAME: Susan Pappianou, ACSR, SBOS, MLIS		
	PHONE (A/C, No, Ext): (908) 273-2436	FAX (A/C, No): (908) 273-2436	
	E-MAIL ADDRESS: spappian@otterstedt.com		
INSURED J & C Ice Technologies, Inc. 180 Goldmine Road, Unit #5 Flanders, NJ 07836	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Selective Casualty Ins. Co.		14376
	INSURER B : Allstate		14940
	INSURER C : Hartford Underwriters Insurance Company		30104
	INSURER D :		
	INSURER E :		
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		S 1806192	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
							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 type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			648911650	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED							
	RETENTION \$							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	13WECKC2053	4/16/2022	4/16/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$	
							E.L. EACH ACCIDENT \$ 500,000	
							E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as Additional Insured for on-going operations when required by fully executed written contract or agreement form CG7300 applies. Waiver of subrogation clause is included under form CG7300 when required by fully executed written contract or agreement.

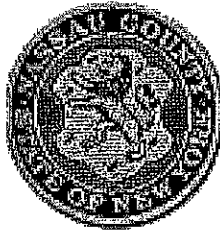
Allstate commercial auto includes the AANJ20 Enhancement endorsement that provides blanket additional insured with waiver of subrogation when required by fully executed written contract or agreement

CERTIFICATE HOLDER

CANCELLATION

The 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

Bruce Blakeman
County Executive



Melissa Gallucci
Commissioner of Shared Services

OFFICE OF PURCHASING

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

March 18, 2022

AMENDMENT No. 1

Formal Sealed Bid No: 65030-04072-059

Title: Ice Rink Resurfacer

Issued: March 17, 2022
Opening: April 7, 2022

TO ALL BIDDERS:

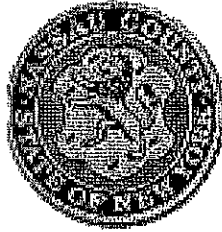
- 1) This amendment is to add/change the following to the specifications:
 - a) ADD: 200 GALLONS-WASH WATER SYSTEM CONSTRUCTED OF HIGH-DENSITY POLYETHYLENE
 - b) ADD: ENGINE MUST BE APPROVED FOR PROPANE USE BY ENGINE MANUFACTURER
 - c) ADD: HYDROSTATIC PUMP & MOTOR
 - d) REMOVE: GASOLINE CARBURATION
 - e) PAINT COLOR OR ICE RESURFACER SHOULD BE BLUE OR WHITE
- 2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.
- 3) A copy of the amendment must be signed by the bidder and attached to this bid.

OFFICE OF PURCHASING
Claudia Colasurdo

A handwritten signature in black ink, appearing to read "Claudia Colasurdo".

Technical Coordinator II

Bruce Blakeman
County Executive



Melissa Gallucci
Commissioner of Shared Services

OFFICE OF PURCHASING

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

March 28, 2022

AMENDMENT No. 2

Formal Sealed Bid No: 65030-04072-059

Title: Ice Rink Resurfacer

Issued: March 17, 2022
Opening: April 7, 2022

TO ALL BIDDERS:

- 1) This amendment is to address the following:

Q- Back to Amendment No.1, I believe that item "a" is worded wrong? I do not know of any Ice Resurfacer that has a 200 Gallon Wash Water Tank. Please let me know if that statement is wrong. It should say 200 Gallons-Ice Making Tank/System.

A- This is how it should read:

A- Ice Making Water Tank

Constructed of High-Density Polyethylene
200 U.S. gallons

B- Wash Water System

Constructed of High-Density Polyethylene
82 U.S. gallons

- 2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.
3) A copy of the amendment must be signed by the bidder and attached to this bid.

OFFICE OF PURCHASING
Claudia Colasurdo

A handwritten signature in black ink, appearing to read "Claudia Colasurdo", is written over the typed name.

Technical Coordinator II

Benedis, Grant

From: Dan Strawhecker <destrawhecker@hersheypa.com>
Sent: Thursday, June 16, 2022 10:30 AM
To: Benedis, Grant
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.

Hi Grant,

We have used J & C Ice Tech as our Zamboni parts supplier for quite a few years and have had a good relationship with them. They have been helpful when we need to troubleshoot an issue and I have no complaints about their service.

Have a great day!

Dan Strawhecker
Mgr, Event Operations and Ice Bookings
Hershey Entertainment
550 W. Hersheypark Drive | Hershey, PA 17033
Office: 717-520-5198 | Mobile: 717-648-9910 | destrawhecker@HersheyPA.com

On Thu, Jun 16, 2022 at 10:17 AM Benedis, Grant <GBenedis@nassaucountyny.gov> wrote:

CAUTION: This email originated from outside of the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

We have received a bid from J & C Ice Tech, Inc., 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,

Grant Benedis

Office of Purchasing

Shared Services

1 West Street

Mineola, NY 11501

Phone: 516-571-4069

Fax: 516-571-4263

Email: gbenedis@nassaucountyny.gov

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Benedis, Grant

From: Novitsky, Christopher <novitskycj@sunybroome.edu>
Sent: Thursday, June 16, 2022 3:13 PM
To: Benedis, Grant
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.

They are fantastic to work with. Very reliable and knowledgeable. We have used them for the twenty years we've been in business and have no intention of using anyone else. They are very responsive with any questions that arise. I would highly recommend them.

Chris

Chris Novitsky
Director of Campus Operations and Ice Center
VP of SUNY Broome Administrative Guild
Member of College Assembly
SUNY Broome Community College
PO Box 1017
Binghamton, NY 13902
Phone 607.778.5568

On Thu, Jun 16, 2022 at 3:03 PM Benedis, Grant <GBenedis@nassaucountyny.gov> wrote:

Chris,

Yes it is in reference to the Ice Resurfacer.

Thank You,

Grant Benedis

Office of Purchasing

Shared Services

1 West Street

Mineola, NY 11501

Phone: 516-571-4069

Fax: 516-571-4263

Email: gbenedis@nassaucountyny.gov

From: Novitsky, Christopher <novitskycj@sunybroome.edu>
Sent: Thursday, June 16, 2022 2:08 PM
To: Benedis, Grant <GBenedis@nassaucountyny.gov>
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.

Hi Grant,

Is this in reference to work on the Ice Resurfacer?

Chris

Chris Novitsky
Director of Campus Operations and Ice Center

VP of SUNY Broome Administrative Guild

Member of College Assembly

SUNY Broome Community College

PO Box 1017
Binghamton, NY 13902

Phone 607.778.5568

On Thu, Jun 16, 2022 at 10:20 AM Benedis, Grant <GBenedis@nassaucountyny.gov> wrote:

Good Morning,

We have received a bid from J & C Ice Tech, Inc., 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,

Grant Benedis

Office of Purchasing

Shared Services

1 West Street

Mineola, NY 11501

Phone: 516-571-4069

Fax: 516-571-4263

Email: gbenedis@nassaucountyny.gov

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1000 JOURNAL OF CLIMATE

CTM Services Inc.

DETAILS OF AWARD

[illegible]

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

Date 4/7/00 Claudia Colasurdo

PUBLIC BID OFFICER



FORMAL BID RECOMMENDATION

BID NUMBER 65030-04072-059

TITLE: Ice Rink Resurfacer

DATE: 05/19/2022

TO: **BUYER** – Grant Benedis

OPEN 4/7/2022

FROM: ADMINISTRATION

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

Date: 5/19/2022

To: Supervisor

From: Buyer

List of recommended awards in accordance with the at attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.


Buyer

Date: _____

To: Director

From: Supervisor

☐
Concur

☐
Disagree (See Reverse)

Date: 5/19/22

To: Buyer

From: Director

☐

Approved for Award

☐

Hold award pending discussion

NO

☐

Subject to Legislature Approval

YES

☒

Subject to Legislature Approval

Director



Bid Results

Item

Bidder

Recommend that this award be made to

J & C Ice Tech, Inc.

As the lowest responsible bidder meeting
Specifications and bid terms for all items.

This is the second lowest bidder. The first lowest
bidder did not meet specifications after being
reviewed by Chris Fedeale and John Rivera.

(See attached Email).

Benedis, Grant

From: Fedele, Christopher R
Sent: Tuesday, May 10, 2022 3:59 PM
To: Benedis, Grant
Cc: Rivera, John; Messner, Timothy
Subject: RE: Ice Resurfacer Bid

Hi Grant,

We spoke to the Parks Department; the machine with the smaller tank will not work with their operation. They have a maximum of 15 minutes in between games to complete ice resurfacing; the smaller tank will require the resurfacer to come off the ice and refill, then head back out to the ice to re-start the resurfacing process. This cannot be achieved in under 15 minutes if a refill must occur.

We recommend making an award to the second low bidder, which is supplying the machine we specified.

Please let us know if you need any additional information.

Chris

Christopher Fedele
Assistant Superintendent of Highways
Nassau County Department of Public Works
170 Cantiague Rock Rd
Hicksville, NY 11801
516.571.6961

From: Benedis, Grant <GBenedis@nassaucountyny.gov>
Sent: Friday, April 29, 2022 11:17 AM
To: Fedele, Christopher R <cfedele@nassaucountyny.gov>
Subject: RE: Ice Resurfacer Bid

Ok great Chris thanks.

Grant

From: Fedele, Christopher R <cfedele@nassaucountyny.gov>
Sent: Friday, April 29, 2022 10:35 AM
To: Benedis, Grant <GBenedis@nassaucountyny.gov>
Cc: Rivera, John <JRivera@nassaucountyny.gov>; Messner, Timothy <TMessner@nassaucountyny.gov>
Subject: RE: Ice Resurfacer Bid

Hi Grant,

We are waiting to hear back from the Parks Department with a response, but we do not believe that the considerably smaller tank (34% smaller) will work with their operation. Without further investigation, we are unsure how the aluminum tank would affect performance or maintenance, but we do know that the polyethylene tank does meet their needs.

Benedis, Grant

From: Cleary, Robert
Sent: Monday, May 16, 2022 3:57 PM
To: Benedis, Grant
Cc: Colasurdo, Claudia
Subject: RE: Ice Resurfacer Bid

Grant,

This is a rational basis to bypass the first low bidder. The first low bidder should be notified of the deficiency (tank size does not meet the specification), and then you can proceed to the next low bidder.

Thank you,

Robert

Robert Cleary
Chief Procurement and Compliance Officer
Nassau County
One West Street
Mineola, NY 11501
(516) 571-1939
rcleary@nassaucountyny.gov

From: Benedis, Grant <GBenedis@nassaucountyny.gov>
Sent: Monday, May 16, 2022 3:38 PM
To: Cleary, Robert <RCleary@nassaucountyny.gov>
Subject: FW: Ice Resurfacer Bid

Robert,

Public Works response email is below.

Thank you,

Grant Benedis
Office of Purchasing
Shared Services
1 West Street
Mineola, NY 11501
Phone: 516-571-4069
Fax: 516-571-4263
Email: gbenedis@nassaucountyny.gov

From: Fedele, Christopher R <cfedele@nassaucountyny.gov>
Sent: Tuesday, May 10, 2022 3:59 PM
To: Benedis, Grant <GBenedis@nassaucountyny.gov>

Cc: Rivera, John <JRivera@nassaucountyny.gov>; Messner, Timothy <TMessner@nassaucountyny.gov>

Subject: RE: Ice Resurfacer Bid

Hi Grant,

We spoke to the Parks Department; the machine with the smaller tank will not work with their operation. They have a maximum of 15 minutes in between games to complete ice resurfacing; the smaller tank will require the resurfacer to come off the ice and refill, then head back out to the ice to re-start the resurfacing process. This cannot be achieved in under 15 minutes if a refill must occur.

We recommend making an award to the second low bidder, which is supplying the machine we specified.

Please let us know if you need any additional information.

Chris

Christopher Fedele

Assistant Superintendent of Highways
Nassau County Department of Public Works
170 Cantiague Rock Rd
Hicksville, NY 11801
516.571.6961

From: Benedis, Grant <GBenedis@nassaucountyny.gov>

Sent: Friday, April 29, 2022 11:17 AM

To: Fedele, Christopher R <cfedele@nassaucountyny.gov>

Subject: RE: Ice Resurfacer Bid

Ok great Chris thanks.

Grant

From: Fedele, Christopher R <cfedele@nassaucountyny.gov>

Sent: Friday, April 29, 2022 10:35 AM

To: Benedis, Grant <GBenedis@nassaucountyny.gov>

Cc: Rivera, John <JRivera@nassaucountyny.gov>; Messner, Timothy <TMessner@nassaucountyny.gov>

Subject: RE: Ice Resurfacer Bid

Hi Grant,

We are waiting to hear back from the Parks Department with a response, but we do not believe that the considerably smaller tank (34% smaller) will work with their operation. Without further investigation, we are unsure how the aluminum tank would affect performance or maintenance, but we do know that the polyethylene tank does meet their needs.

We'll let you know as soon as we receive a response.

Thanks,

Chris

Christopher Fedele

Assistant Superintendent of Highways

Nassau County Department of Public Works
170 Cantiague Rock Rd
Hicksville, NY 11801
516.571.6961

From: Benedis, Grant <GBenedis@nassaucountyny.gov>
Sent: Friday, April 29, 2022 9:44 AM
To: Fedele, Christopher R <cfedele@nassaucountyny.gov>
Cc: Rivera, John <JRivera@nassaucountyny.gov>
Subject: FW: Ice Resurfacer Bid

Chris/John,

Just following up on my prior email (see below). I'm trying to get the PO approved but Robert Cleary needs further clarification.

Thanks,

Grant Benedis
Office of Purchasing
Shared Services
1 West Street
Mineola, NY 11501
Phone: 516-571-4069
Fax: 516-571-4263
Email: gbenedis@nassaucountyny.gov

From: Benedis, Grant
Sent: Tuesday, April 26, 2022 11:12 AM
To: Fedele, Christopher R <cfedele@nassaucountyny.gov>; Rivera, John <JRivera@nassaucountyny.gov>
Subject: RE: Ice Resurfacer Bid

Chris/John,

I spoke with Robert Cleary regarding the Ice resurfacer specs that you sent in your email below. Since this is over 100K and has to go to the ledge, Robert asked if you could further explain a few things in order to approve the 2nd lowest bidder...

How would the difference in tank size (82 vs 54 gallons) affect the resurfacing of the ice rink? Would a 54 gallon tank require refilling to complete the job, which would take more time?

How (performance or maintenance wise) would a high density polyethylene tank differ from an aluminum tank?

Thanks,

Grant Benedis
Office of Purchasing
Shared Services
1 West Street
Mineola, NY 11501
Phone: 516-571-4069