



Nassau County Shared Services,  
Office of Purchasing

## Staff Summary A-13-2024

Subject: Elevator Maintenance and Repair (S/B # 91013-12213-271)	Date: February 7, 2024
Department: Shared Services, Office of Purchasing	Vendor Name: An Excelsior Elevator Corporation
Department Head Name: Melissa Gallucci	Contract Number: A-13-2024
Department Head Signature <i>Melissa Gallucci</i>	Contract Manager Name: Kimberly Stanton, Buyer

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
3/4/2024 <i>GG</i>	CPO	3/14/24 <i>MP</i>	Budget
3/12/2024 <i>SPS</i>	County Atty.	3/14/24 <i>MP</i>	County Exec.

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

### Narrative

**Purpose:** To authorize and award a blanket purchase order for Elevator Maintenance and Repair for the Department of Public Works at various Nassau County Locations.

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

15 Vendors viewed the bid.  
2 Woman owned business      3 Minority (African/American)      6 Small Business  
0 Service Disabled (Veteran) owned business      0 Veteran Owned Business  
9 Vendors bid on this solicitation.  
0 Woman owned business      0 Minority      3 Small Business  
0 Service Disabled (Veteran) owned business      0 Veterans

The identified lowest responsible bidder, An Excelsior Elevator Corporation, is not listed in any of the above categories.

**Impact on Funding/Term:** The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be Two Million Five Hundred Thousand Dollars (\$2,500,000.) from General funds (PWGEN0640 De500) and/or Capital funds (PWCAPCAP 00004). The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services' option to renew up to an additional four (4), one (1) year periods and an additional two (2) month period, for a total term of five (5) years, two (2) months.

**Recommendation:** Department of Shared Services, Office of Purchasing recommends an award be given to, An Excelsior Elevator Corporation as the lowest responsible bidder meeting specifications.

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND AN EXCELSIOR ELEVATOR CORPORATION.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation #91013-12213-271 for Elevator Maintenance and Repair for the Department of Public Works for Various Nassau County Locations, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that An Excelsior Elevator Corporation, submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with An Excelsior Elevator Corporation.

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-13-2024**


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

**DATE:** FEBRUARY 7, 2024

**SUBJECT:** RESOLUTION– VARIOUS NASSAU COUNTY AGENCIES.

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS TO AN EXCELSIOR ELEVATOR CORPORATION FOR ELEVATOR MAINTENANCE AND REPAIR.

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

VB: gb

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





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?

Electronically signed and certified at the date and time indicated by:  
Raymond Baruso [RAYMONDB@EXCELSIORELEVATOR.NET]

Dated: 01/25/2024 12:27:40 pm

Vendor: An Excelsior Elevator, Corp.

Title: Construction manager

## **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: Nancy Petzold  
Date of birth: 10/07/1966  
Home address: 640 Main Street

City:	<u>Westbury</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11590</u>
Country:	<u>US</u>				

Business Address: 640 Main Street

City:	<u>Westbury</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11590</u>
Country:	<u>US</u>				
Telephone:	<u>5164791700</u>				

Other present address(es): 640 Main Street

City:	<u>Westbury</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11590</u>
Country:	<u>US</u>				
Telephone:	<u>5164791700</u>				

List of other addresses and telephone numbers attached

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

President	<u>01/10/2008</u>	Treasurer	<u></u>
Chairman of Board	<u></u>	Shareholder	<u></u>
Chief Exec. Officer	<u></u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

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

YES ☒ NO ☐ If Yes, provide details.

yes 60%

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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

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

An Excelsior Elevator, Corp.

Name of submitting business

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

Nancy Petzold NANCYS@EXCELSIORELEVATOR.NET

President

Title

01/29/2024 11:11:59 am

Date



## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Eric Petzold

Date of birth: 04/24/1970

Home address: 640 Main Street

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

Business Address: 640 Main Street

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

Telephone: 5164791700

Other present address(es): 640 Main Street

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

Telephone: 5164791700

List of other addresses and telephone numbers attached

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

President	<u></u>	Treasurer	<u>01/10/2008</u>
Chairman of Board	<u></u>	Shareholder	<u></u>
Chief Exec. Officer	<u></u>	Secretary	<u>01/10/2008</u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

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

YES ☒ NO ☐ If Yes, provide details.

yes 40%

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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

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

An Excelsior Elevator, Corp.

Name of submitting business

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

Eric Petzold ERICP@EXCELSIORELEVATOR.NET

Secretary/Treasurer

Title

01/31/2024 11:11:42 am

Date

### **Business History Form**

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

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

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

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

Date: 01/25/2024

1) Proposer's Legal Name: An Excelsior Elevator, Corp.

2) Address of Place of Business: 640 Main Street

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

3) Mailing Address (if different): 640 Main Street

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

Phone: (516) 479-1700

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

4) Dun and Bradstreet number: 181651352

5) Federal I.D. Number: 113574110

6) The proposer is a: Corporation (Describe)

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

YES [ ] NO [X] 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 a conflict of interest should arise, we would contact the county and adhere to their guidelines.

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.

2 File(s) uploaded: Petzold Nancy Resume August 2017\_.docx, Resume - Petzold, Eric.doc

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;

08/22/2000

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.

1 File(s) uploaded: AEE - PRINCIPALS.docx

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

1 File(s) uploaded: AEE - PRINCIPALS.docx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

16

vi) Annual revenue of firm;

6181000

vii) Summary of relevant accomplishments

An Excelsior Elevator Corporation, based in Westbury, New York, offers you twenty-six (26) years of elevator-industry experience. Our service, including maintenance, repair, construction and modernization, covers all makes of elevator/escalator equipment such as Thyssen-Dover, Millar, Schindler and Otis. Currently, we service large institutions such as NYU Winthrop Hospital, Northwell Health, Townships, School districts as well as smaller, one-elevator properties and private residences.

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

3 File(s) uploaded: Elevator Contractor License 23-6LQSD-SHEL.pdf, Eric Petzold ~ NYC Elevator Agency Directors License 6-21-2022 - 6-2-2025.pdf, QEI ~ Expires 6-30-2024 ~ Eric Petzold ~ Front.pdf



B. Indicate number of years in business.

23

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

Eric Petzold holds:  
New York City Elevator Agency Directors License  
New York State Elevator Mechanics License  
NAFSA International QEI Certified Elevator Inspector  
New York City Welders License

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	Winthrop University Hospital		
Contact Person	Brian Kenny		
Address	259 First Street		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(917) 709-5697		
Fax #			
E-Mail Address	Brian.Kenny@nyulangone.org		

Company	Treeline Companies		
Contact Person	Howard Schor		
Address	200 Garden City Plaza		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 805-6542		
Fax #			
E-Mail Address	howard.schor@treelinecompanies.com		

Company	The Feil Organization		
Contact Person	Drew Arnold		
Address	3601 Hempstead Turnpike		
City	Levittown	State/Province/Territory	NY
Country	US		
Telephone	(516) 735-4800		
Fax #			
E-Mail Address	darnold@feilorg.com		

I, Raymond Baruso , 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, Raymond Baruso , 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: An Excelsior Elevator, Corp.

Electronically signed and certified at the date and time indicated by:  
Raymond Baruso RAYMONDB@EXCELSIORELEVATOR.NET

Construction Manager

Title

03/01/2024

Date

Nancy Petzold  
President  
640 Main Street, Westbury NY 11590  
60%

Eric Petzold  
Secretary/Treasurer  
640 Main Street, Westbury NY 11590  
40%

# NANCY SNYDER-PETZOLD

640 Main Street, Westbury, NY 11590 ♦ (516) 479-1700 ♦ [NancyS@ExcelsiorElevator.net](mailto:NancyS@ExcelsiorElevator.net)

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Innovative thinker with a broad-based expertise in operations, finance, and business development. High-integrity, energetic leader known for ability to envision and create successful outcomes in complex situations. Diverse industry and functional expertise, with a tenacious commitment to driving sales, profit and market-share growth. Areas of excellence include:

- Leading Change
- Redesigning Business Procedures
- Negotiating and Closing Contracts/Bids
- Growing Revenue and Profit
- Managing Budgets
- Leading and Developing Teams

## WORK EXPERIENCE

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### **President/CEO – An Excelsior Elevator, Corp.**

**January 2008 - Present**

- Manage and oversee day to day operation of the business,
- Supervise employees in the field and office; conducting weekly staff meetings
- Responsible for Sales & Marketing for new and current business
- Responsible for estimating projects, as well as, budgeting to assure project is completed under budget and on time.
- Responsible for contract negotiations, legal matters and insurance/bonding
- Performed all administration functions for business, including payroll & taxes using QuickBooks system.

### **4<sup>th</sup> N' Goal Productions - NFL Buffalo Bills/Jills**

**1996 - 2002**

- Director of Buffalo Jill's Professional Dance/Cheer Team.
- Produced Inaugural Swimsuit Calendar, Jr. Dance Program, Cheer Competition
- Sponsorship Sales, Marketing, Public Relations Manager
- Organized events and fundraisers. Presented on various media programs to include nationwide TV networks, radio, video, print and in person events and shows.

## EDUCATION

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UNIVERSITY AT BUFFALO – Amherst, NY

Bachelor's Degree in Business Administration

Graduated 1990

As a member of the International Union of Elevator Constructors, Local One, for thirty-five years, I have worked closely with the industry's top suppliers to bring our customers, both local and in neighboring counties, the best possible service and equipment. My business as well as my entrepreneur skills, have provided me with versatility and experience in many aspects of corporate, trades and communications, both personally and professionally. Additionally, this enables me to be proficient in multifaceted areas with a wide range of expertise to share.

## **PROFESSIONAL EXPERIENCE:**

- |   |                       |
|---|-----------------------|
| <b>Island Air, LLC</b><br><b>640 Main Street, Westbury, NY 11590</b> <ul style="list-style-type: none"><li>• Private Pilot of Rotorcraft Helicopter</li></ul>   | <b>2015 - Present</b> |
| <b>An Excelsior Elevator, Corp.</b><br><b>640 Main Street, Westbury, NY 11590</b> <ul style="list-style-type: none"><li>• VP/Secretary</li></ul>  | <b>2000 - Present</b> |
| <b>Ultra Sonic Express Inc. / Rudy Fruitcake GC, LLC</b><br><b>255-39 Jericho Turnpike, Floral Park, NY 11001</b> <ul style="list-style-type: none"><li>• Developer, Owner &amp; Operator of Automatic Car Wash/Detail Center</li></ul> | <b>2015 - Present</b> |
| <b>Ultra Sonic RVC Inc. / 1 Merrick Rd, LLC</b><br><b>1 Merrick Road, Rockville Centre, NY 11570</b> <ul style="list-style-type: none"><li>• Developer, Owner &amp; Operator of Hand Car Wash</li></ul>                                 | <b>2012 - 2019</b>    |
| <b>Ultra Sonic Inc. / Smoke-N-Coffee Realty, LLC</b><br><b>249-24 Jericho Turnpike, Bellerose, NY 11001</b> <ul style="list-style-type: none"><li>• Developer, Owner &amp; Operator of Hand Car Wash</li></ul>                          | <b>2006 - Present</b> |
| <b>Fat Ernies Cheesesteak Co.</b><br><b>249-24 Jericho Turnpike, Bellerose NY 11001</b> <ul style="list-style-type: none"><li>• Developer, Owner &amp; Operator of Fast-Food Restaurant</li></ul>                                       | <b>2015 - 2016</b>    |
| <b>Phase 228, LLC</b><br><b>640 Main Street, Westbury, NY 11590</b>   | <b>2008 - 2022</b>    |
| <b>Frantic Realty, LLC</b><br><b>640 Main Street, Westbury, NY 11590</b> <ul style="list-style-type: none"><li>• Buying, Developing, Selling, Owner, Operator of Commercial Real Estate</li></ul>                                       | <b>1996 - Present</b> |
| <b>Schindler Elevator, Corp.</b> <ul style="list-style-type: none"><li>• Elevator Mechanic</li></ul>  | <b>1988 - 2000</b>    |

**LICENSES:**

New York City Elevator Agency Directors License  
New York State Elevator Mechanics License  
NAFSA International QEI Certified Elevator Inspector  
New York City Welders License  
Private Pilot License - Helicopter

**EDUCATION**

Local One - Elevator Mechanics Apprenticeship  
Regent's diploma – Sewanhaka High School

COUNTY OF NASSAU

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

1. Name of the Entity: An Excelsior Elevator. Corp.

Address: 640 Main Street

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

2. Entity's Vendor Identification Number: 113574110

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):

1 File(s) uploaded: AEE - PRINCIPALS.docx

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

If none, explain.

1 File(s) uploaded: AEE - PRINCIPALS.docx

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 [X]

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

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

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

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

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

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

Raymond Baruso [RAYMONDB@EXCELSIORELEVATOR.NET]

Dated: 01/29/2024 10:31:02 am

Title: Construction 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.


Nancy Petzold  
President  
640 Main Street, Westbury NY 11590  
60%

Eric Petzold  
Secretary/Treasurer  
640 Main Street, Westbury NY 11590  
40%

Nancy Petzold  
President  
640 Main Street, Westbury NY 11590  
60%

Eric Petzold  
Secretary/Treasurer  
640 Main Street, Westbury NY 11590  
40%

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 91013-12213-271
	<b>COUNTY OF NASSAU</b>  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		Ad Date: 11/30/23
			BID OPENING DATE 12/21/23 11:00 A.M.
BUYER Kimberly Stanton	TELEPHONE: 516-571-6679	REQUISITION NUMBER N/A	

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

**BID TITLE: ELEVATOR MAINTENANCE AND REPAIR** Type text here

- 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 1% PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 10 BUSINESS DAYS. *NP*

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

DELIVERY MADE TO:  VARIOUS NASSAU COUNTY AGENCIES	GUARANTEED DELIVERY DATE  <u>15</u> DAYS AFTER RECEIPT OF ORDER  EMPLOYERS FEDERAL TAX ID NUMBER 11-3574110
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TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER An Excelsior Elevator, Corp.		CONTACT EMAIL: NicoleR@excelsiorelevator.net & Lindab@excelsiorelevator.net	
ADDRESS 640 Main Street			
CITY Westbury	STATE NY	ZIP CODE 11590	TELEPHONE 516-479-1700
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Nancy Petzold</i>		PRINT OR TYPE NAME OF SIGNER AND TITLE Nancy Petzold - President	

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

## BID TERMS AND CONDITIONS

- 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.
- Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
- PRICES The provisions of the New York State Fair Trade Law (Ferd-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- 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**, 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 is to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance or use of any material so furnished.
- (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

## DISCLOSURE STATEMENT

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

Bidders Name: An Excelsior Elevator, Corp.

Address: 640 Main Street, Westbury NY 11590

Telephone No: 516-479-1700

Fax No: 516-479-1800

1. State Whether: A Corporation Corporation  
Individual \_\_\_\_\_  
Partnership \_\_\_\_\_

## GUIDELINES FOR DISCLOSURE

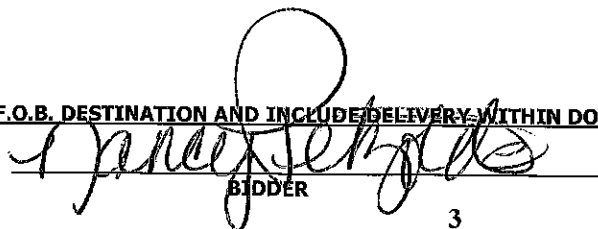
THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME\* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

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

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

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

BIDDER SIGN HERE

  
BIDDER

President

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME:

An Excelsior Elevator, Corp.

ADDRESS:

640 Main Street, Westbury NY 11590

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

Nancy Petzold

VICE PRESIDENT

SECRETARY

Eric Petzold

TREASURER

Eric Petzold

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Town of Hempstead Elevator  
IF SO WHEN?

Maint. & Repair Bid; Dept. of Parks Elevator Maint. & Repair Bid

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 23 Years

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?

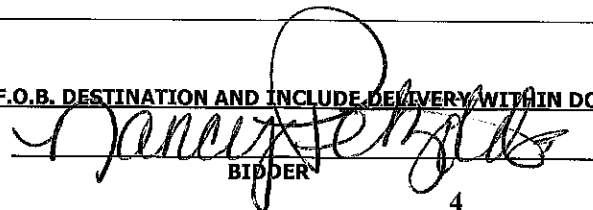
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Eric Petzold	Secretary/Treasurer	23 Years	Elevator Mod., Maint. & Construction	technician/supervisor
Nancy Petzold	President	17 years	Business	Manager

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

Read & reviewed

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COUNTY OF NASSAU STATE OF NEW YORK

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

Linda Bricca - Manager, COO

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: Winthrop University Hospital - NYU

ADDRESS: 259 First Street, Mineola NY 1501

TELEPHONE: 516-509-9337 CONTACT PERSON Russell Muckle

CONTRACT DATE: 2007 - Current

Maintenance of 34 + Elevators

2. REFERENCE'S NAME: Treeline Companies

ADDRESS: 200 Garden City Plaza, Garden City NY 11530

TELEPHONE: 516-805-6542 CONTACT PERSON Howard Schor

CONTRACT DATE: 2007 - Current

Maintenance of 30 Elevators

3. REFERENCE'S NAME: The Feil Organization

ADDRESS: 3601 Hempstead Turnpike, Levittown NY 11756

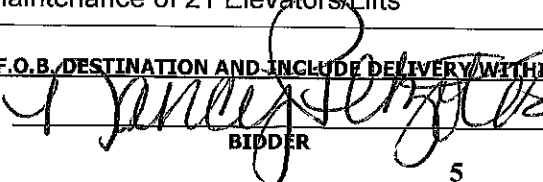
TELEPHONE: 516-735-4800 CONTACT PERSON Drew Arnold

CONTRACT DATE: 2010 - Current

Maintenance of 21 Elevators/Lifts

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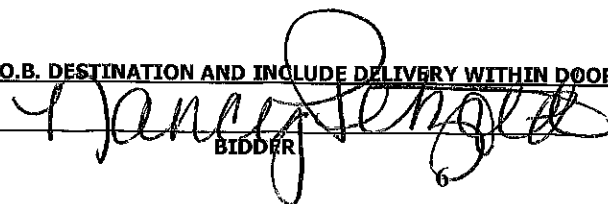


USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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**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:**

☒

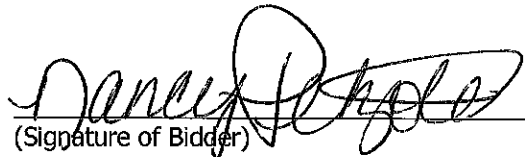
By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of 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: 12/18/23

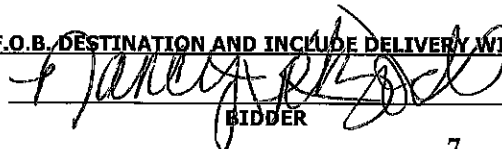
  
(Signature of Bidder)

Print Name: Nancy Petzold

Print Title: President

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Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

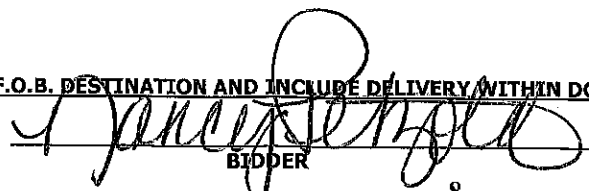
(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require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

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

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

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**FORMAL SEALED BID PROPOSAL  
91036-12213-271**

(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.

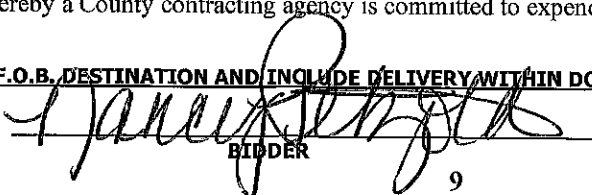
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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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91036-12213-271**

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.

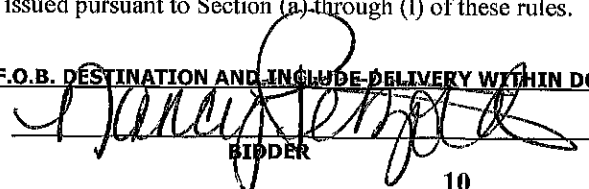
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- 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.

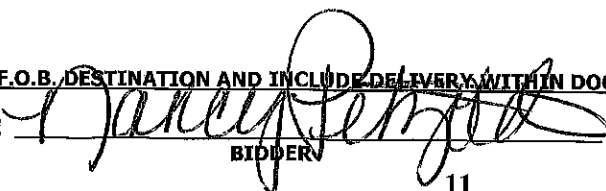
Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit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

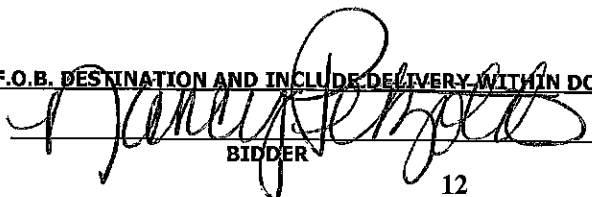
**M/WBE, SDVOB and DBE Participation:** The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified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

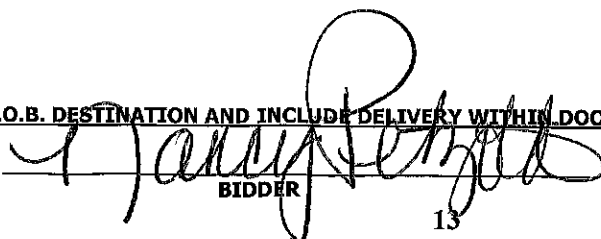
- <https://www.nassaucountyny.gov/5290/Vendor-Accounts-and-Claims>  
[https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN\\_DESKTOP:15144991403451:::](https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:15144991403451:::)
- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
- d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

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

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### REQUESTS FOR INFORMATION OR CLARIFICATION

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

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

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

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

#### Ordinance # 153-2018

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

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

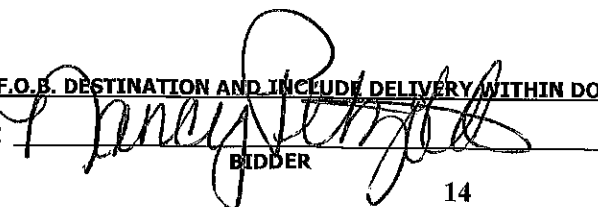
After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for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

#### Ordinance # 72-2014

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

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**INTENT**

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

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

**PERIOD COVERED:** Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

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

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

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

**Delivery to be made** \_\_\_\_\_ **15** \_\_\_\_\_ **Days A/R/O.**

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

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

**PARTICIPATION BY POLITICAL SUBDIVISIONS:** The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

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

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

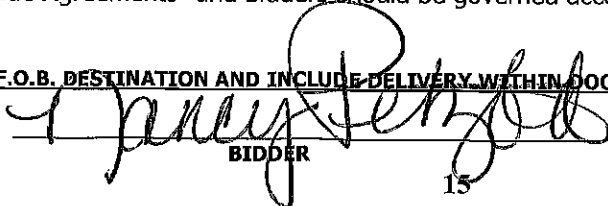
**METHOD OF BIDDING:** Please submit unit price in the appropriate column.

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

**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.

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

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BIDDER

President

TITLE

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

**STATE PRICE PROTECTION PERIOD:** 45 **DAYS AFTER BID OPENING**

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

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

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

**PRE-BID SITE VISITS:** The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility and shall not entitle him to any claim for extras. Bidders may call Rob Lotito - 516-410-9453 and/or Raff Barone - 516-203-2012 for an appointment to visit the site.

**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.

<u>An Excelsior Elevator, Corp.</u>	<u>12/18/23</u>
CLAIMANT NAME	DATE
<u>BY (SIGNATURE)</u>	<u>President</u>
	TITLE

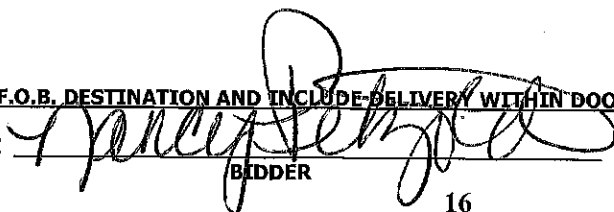
**\*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID\*\***

Vendors may download claim form NIFS560 at the following URL:

<https://www.nassaucountyny.gov/DocumentCenter/View/2735/ClaimVoucherFormBlank?bidId=>

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

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President

TITLE

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

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

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

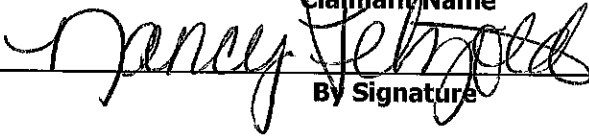
I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and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

An Excelsior Elevator, Corp.

12/18/23

Claimant Name

Date



By Signature

President

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>**

**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: \_\_\_\_\_ as per Manufacturer

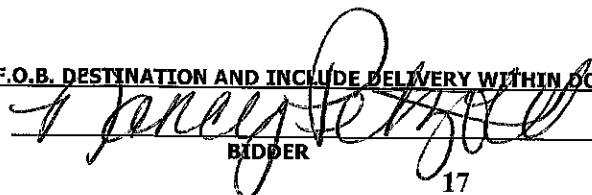
NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

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

N/A

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

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President

TITLE

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

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

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

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

A) Certificate of Insurance name the County of Nassau as co-insured: HUB International

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause): HUB International

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

**GENERAL CONDITIONS:**

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

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

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

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

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

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

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

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

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

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President

TITLE

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

**FORMAL SEALED BID PROPOSAL  
91036-12213-271**

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

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

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

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

**DISCLAIMER**

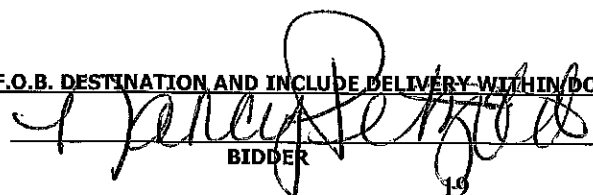
Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive,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

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

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

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

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**BIDDER**

President

**TITLE**

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

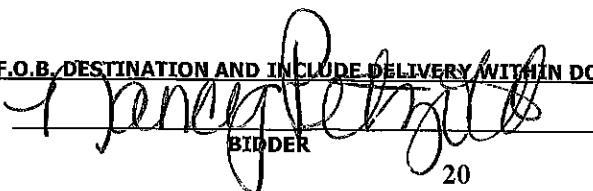
**IMPORTANT NOTE:** The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, 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.

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

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

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

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BIDDER

President

TITLE

## NOTICE

READ THIS PAGE OF THE BID CAREFULLY

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

RIGHT TO KNOW LAW AND "OSHA"

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

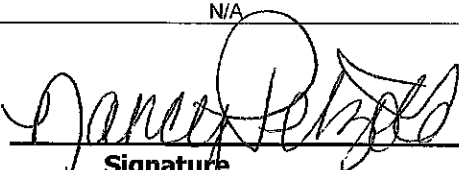
FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN  
AUTOMATIC REJECTION OF THE BID.

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

### CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED  
\_\_\_\_\_ N/A \_\_\_\_\_ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X

  
\_\_\_\_\_  
Signature

President

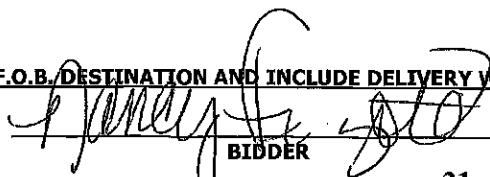
Title

12/18/23

Date

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\_\_\_\_\_  
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TITLE



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

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

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

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

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

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

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

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

this Eighteenth day of December, 20 23 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor:

An Excelsior Elevator, Corp .

Address:

640 Main Street

Street:

City, Town, etc:

Westbury, New York 11590

Telephone:

516-479-1700

Title: President

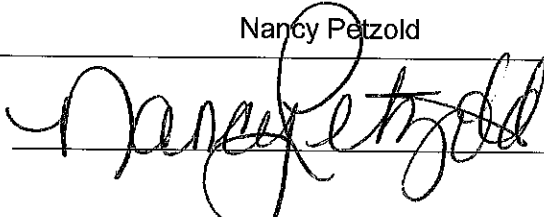
If applicable, responsible Corporate Officer

Name

Nancy Petzold

Title President

Signature:

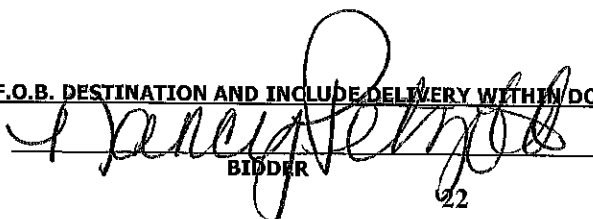


Sign Here

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

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

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TITLE

23

NY STATE LABOR LAW

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

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

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

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

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

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

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

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

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

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

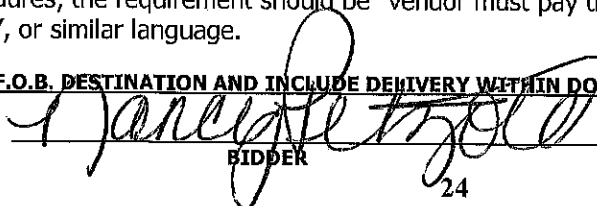
iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

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

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

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

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BIDDER

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Living Wage

Section 1. Authority and Usage

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

Section 2. Clarification of Terms

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

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

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

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

- d. Employee and Employer.

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

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

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

ii. An Employee is not:

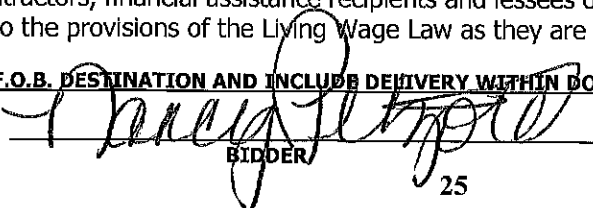
A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

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

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

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

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

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

3. Amendments, Extensions and Renewals

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

b. Determination of Applicability.

i. County Service Contracts.

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

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

ii. County Financial Assistance Agreements.

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

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

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

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

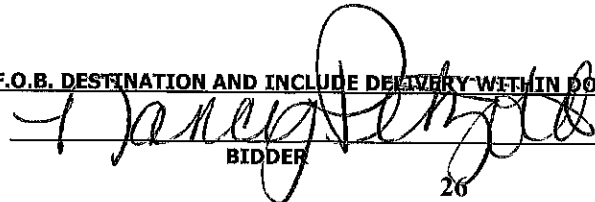
4. Waiver of the Law

a. Application of the Provision

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

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COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL  
91036-12213-271**

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

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

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

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

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

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

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

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

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

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

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

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

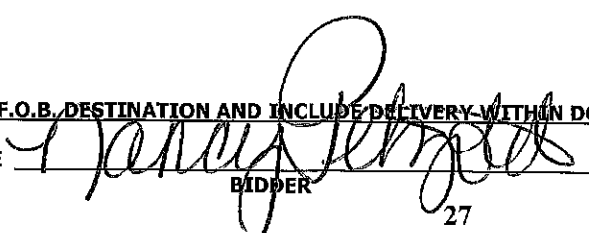
OR

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

OR

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

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

Foster care services under the New York Social Services Law.

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

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

OR

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

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

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

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

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

AND (if Criteria 1, 2 or 4)

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

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

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

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

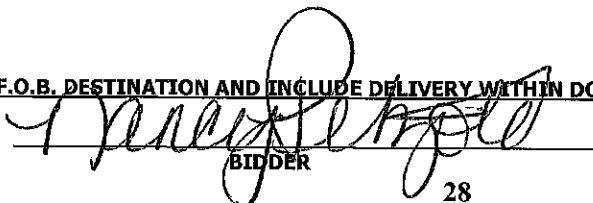
A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

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

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

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

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

c. Waiver and Procurement

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

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

d. Review Procedures

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

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

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

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

e. Post-Award Review

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

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

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

Terminate such Contract according to its terms.

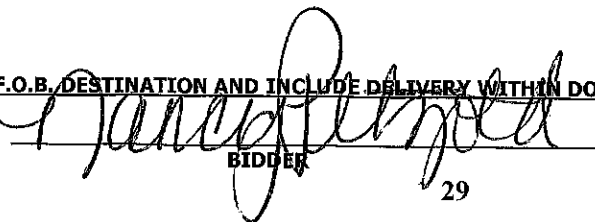
See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

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

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

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

6. Certification of Compliance

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

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

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

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

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

7. Nassau County Employees

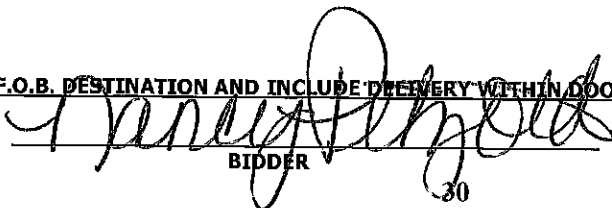
a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as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

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

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

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

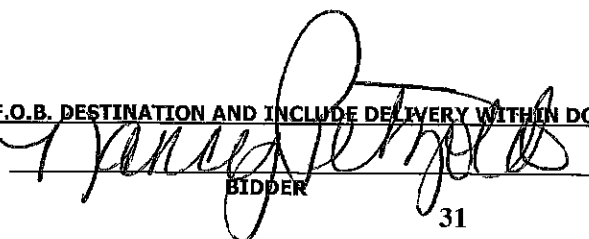
**EVALUATION:**

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

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

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**SPECIFICATIONS:**

ESTIMATE ANUALLY: \$450,000.00

**PLAN A**

\*The Contractor will comply with all maintenance requirements as stated in the current ASME A17.1

**SECTION 8.6 - MAINTENANCE, REPAIR, REPLACEMENT, AND TESTING**

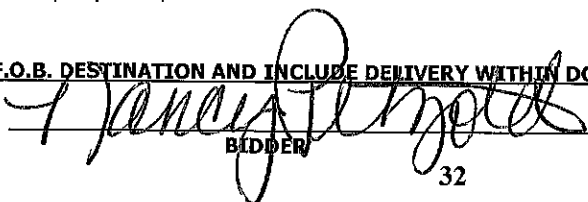
Section 8.6 - Applies to maintenance, repairs, replacements, and testing. Maintenance, repair, and replacement shall be performed to provide compliance with the Code applicable at the time of installation or alteration.

The following general requirement is a standard outline of the maintenance to be performed. It is up to the contractor in compliance to ASME A17.1-8.6.1.2.1 to create a Maintenance Control Program (MCP) for each elevator.

1. The Contractor will regularly and systematically inspect, clean lubricate and furnish lubricants to the machine, motor, generator, controllers, and automatic car door operating parts, including:  
Worms, gears, thrusts, bearings, slack cable switch device, brake magnet coil, brake shoe, brake linings, brake stand, brake arms, brake pulley and coupling, motor brushes, windings, commutators, rotating elements, field coils, brush holders, rotors, stator, slip rings, motor bearings, coils, contacts, resistors, magnet frames, contact switch assemblies, braids, springs, controller fuses, insulators, solenoids, resistance grids, car door motor & other mechanical parts, as specified herein.
2. Inspect main machine for proper operation.
3. Inspect bearings in main drive motor, lubricate same when required and change oil periodically.
4. Check oil level in machine, filling same when required with proper lubricant.
5. Inspect the worm and gear with proper lubrication.
6. Lubricate the worm and gear with proper lubrication.
7. Clean commutator so it will operate properly and periodically wipe the same with fine abrasive.
8. Check insulation on commutator to determine if same is in good condition.
9. Inspect windings on armature to see that they are in good condition.
10. Check oil levels in generators and change same when required.
11. Inspect bearings to see that they are turning freely and are properly lubricated.
12. Supply lubrication to bearings if the same is needed.
13. Periodically inspect commutator brushes and brushes and brush holder assemblies. Clean and adjust, as necessary.
14. Empty drip pans when required.
15. Inspect and lubricate the governor tension sheave periodically.
16. Inspect the counterweight cables to see if there has been any stretching of the same and check clearance of the same.
17. Inspect all wire rope cables to determine the condition of the same.
18. Periodically inspect and examine all electrical cables to determine condition of same and check junction boxes for proper connections.
19. The contractor will periodically examine car safety devices and related equipment, governors and equalization of hoisting cables.
20. Inspect all contacts and carbons to see that they are making contact properly.
21. Clean top of car periodically.
22. Inspect, clean, and lubricate door operator parts to function properly.
23. Inspect and clean doors and gate release switches.
24. Inspect coils for proper operation.

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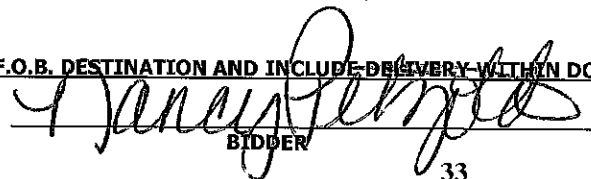
25. Lubricate main and counterweight rails with proper lubrication.
26. Inspect controller leads, contacts, springs and pins for proper operation and excessive wear.
27. Inspect and lubricate relay pins periodically.
28. Inspect brake periodically and keep brake pulleys clean.
29. Check brake lining for extent of wear and condition of same.
30. Check oil levels in lubricators, filling same with proper lubricant when required.

**PRICING:**

	<u>Unit/Month</u>	<u>TOTAL</u>
1. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (8 ELEVATORS) SUPREME COURT BUILDING 100 SUPREME COURT DRIVE, MINEOLA, NY	\$ <u>140.00</u>	\$ <u>1,120.00</u>
2. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (3 ELEVATORS) ADMINISTRATION BUILDING 400 COUNTY SEAT DRIVE, MINEOLA, NY	\$ <u>140.00</u>	\$ <u>420.00</u>
3. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (3 ELEVATORS) EXECUTIVE BUILDING 1 WEST STREET, MINEOLA, NY	\$ <u>140.00</u>	\$ <u>420.00</u>
4. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (4 ELEVATORS) OLD COURT HOUSE 1550 FRANKLIN AVENUE, MINEOLA, NY	\$ <u>140.00</u>	\$ <u>560.00</u>
5. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (3 ELEVATORS) NASSAU COUNTY POLICE DEPARTMENT - HEADQUARTERS 1490 FRANKLIN AVENUE, MINEOLA, NY	\$ <u>140.00</u>	\$ <u>420.00</u>
6. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) EMERGENCY OPERATIONS 14015 <sup>TH</sup> STREET, MINEOLA, NY	\$ <u>140.00</u>	\$ <u>140.00</u>
7. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) INWOOD CENTER 270 LAWRENCE AVENUE LAWRENCE, NY	\$ <u>140.00</u>	\$ <u>140.00</u>
8. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) NASSAU COUNTY POLICE DEPARTMENT - 3RD PRECINCT 214 HILLSIDE AVENUE, WILLISTON PARK, NY	\$ <u>140.00</u>	\$ <u>140.00</u>
9. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (5 ELEVATORS) NASSAU COUNTY OFFICE BUILDING 240 OLD COUNTRY ROAD, MINEOLA, NY	\$ <u>140.00</u>	\$ <u>700.00</u>
10. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (7 ELEVATORS) NASSAU COUNTY COURT COMPLEX 252, 262, 272 OLD COUNTRY ROAD, MINEOLA, NY	\$ <u>140.00</u>	\$ <u>980.00</u>

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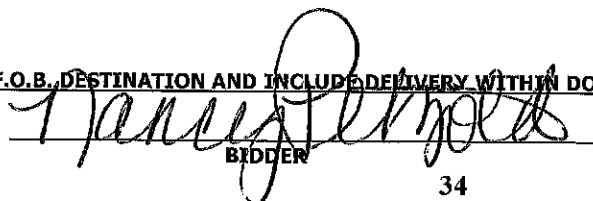
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COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL  
91036-12213-271**

11. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) DIVISION OF LABS 209 MAIN STREET, HEMPSTEAD, NY	\$ <u>140.00</u>	\$ <u>140.00</u>
12. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) DPW GARAGE 170 CANTIAGUE ROCK ROAD, HICKSVILLE, NY	\$ <u>140.00</u>	\$ <u>140.00</u>
13. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) NASSAU COUNTY POLICE DEPARTMENT - 6TH PRECINCT COMMUNITY DRIVE, MANHASSET, NY	\$ <u>140.00</u>	\$ <u>140.00</u>
14. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) FAMILY COURT BUILDING 1200 OLD COUNTRY ROAD, WESTBURY, NY	\$ <u>140.00</u>	\$ <u>140.00</u>
15. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (7 ELEVATORS) DISTRICT COURT HOUSE FRANKLIN & MAIN, HEMPSTEAD, NY	\$ <u>140.00</u>	\$ <u>980.00</u>
16. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) OLD BETHPAGE VILLAGE ROUND SWAMP ROAD, BETHPAGE, NY	\$ <u>140.00</u>	\$ <u>140.00</u>
17. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (11 ELEVATORS) CORRECTIONAL CENTER CARMAN AVENUE, EAST MEADOW, NY 2 - Barist (BLDG A) - Passenger 2 - Barist (BLDG B) - Passenger 2 - OTIS (BLDG D) - Passenger 4 - Dover (BLDG E)- Passenger 1- Dover (BLDG E) - Freight	\$ <u>140.00</u>	\$ <u>1,540.00</u>
18. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATORS) FINE ARTS FRICK ESTATE NORTHERN BLVD, ROSLYN, NY 1 - OTIS PASSENGER	\$ <u>140.00</u>	\$ <u>140.00</u>
19. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (3 ELEVATORS) MITCHELL ATHLETIC COMPLEX PRESS BOX CENTRAL FIELD HOUSE SPORTS PLEX	\$ <u>140.00</u>	\$ <u>420.00</u>
20. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (4 ELEVATORS) PUBLIC SAFETY CENTER 1194 PROSPECT ROAD, WESTBURY, NY	\$ <u>140.00</u>	\$ <u>560.00</u>

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- |  |                  |                  |
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| 21. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR)<br>HOLOCAUST MEMORIAL EDUCATION CENTER<br>100 CRESCENT BEACH ROAD, GLEN COVE, NY<br>1 - FELTWOOD - PASSENEGER MODEL 21  | \$ <u>140.00</u> | \$ <u>140.00</u> |
| 22. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR)<br>AQUATIC CENTER<br>EISENHOWER PARK, EAST MEADOW, NY   | \$ <u>140.00</u> | \$ <u>140.00</u> |
| 23. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR)<br>ELEVATOR LOCATED AT 510 GRUMMAN ROAD, BETHPAGE, NY   | \$ <u>140.00</u> | \$ <u>140.00</u> |
| 24. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR)<br>NASSAU COUNTY POLICE DEPARTMENT - 1 <sup>ST</sup> PRECINCT<br>900 MERRICK ROAD, BALDWIN, NY  | \$ <u>140.00</u> | \$ <u>140.00</u> |
| 25. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR)<br>NASSAU COUNTY POLICE DEPARTMENT - 4TH Precinct<br>1699 BROADWAY, HEWLETT, NY 11557   | \$ <u>140.00</u> | \$ <u>140.00</u> |
| 26. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS ( <del>2 ELEVATORS</del> )<br>NASSAU COUNTY MEDICAL EXAMINER - ADMIN<br>2251 HEMPSTEAD TPKE, EAST MEADOW, NY 11554<br>1 MORGUE LIFT & 1 PASSENGER ELEVATOR)<br>1 - CANTON ELEVATOR #HMC-1000PHC, SERIAL #25319, CAPACITY 400 LBS.<br>1 - PEELE HYDRAULIC CONTROLLER #07661BSP, SERIAL #822 | \$ <u>140.00</u> | \$ <u>560.00</u> |
| 27. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR)<br>NASSAU COUNTY POLICE DEPARTMENT - 8 <sup>TH</sup> PRECINCT<br>299 HICKSVILLE RD, HICKSVILLE, NY 11714  | \$ <u>140.00</u> | \$ <u>140.00</u> |
| 28. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (2 ELEVATORS)<br>NCPD POLICE ACEDEMY<br>1 LAW ENFORCEMENT WAY, UNIONDALE, NY 11553   | \$ <u>140.00</u> | \$ <u>280.00</u> |
| 29. UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR)<br>NCPD 8TH PRECINCT - GARAGE<br>286 N. WANTAGH AVENUE, BETHPAGE, NY 11414  | \$ <u>140.00</u> | \$ <u>140.00</u> |

**30. TOTAL MONTHLY COST OF PLAN A**

\$ 11,200.00

31. Price per annual elevator inspection. Inspection to include Nassau County Certificate affixed in the car.  
Price for inspection only. Any work required to have elevator pass the inspection will be charged to Plan B in compliance to this contract.

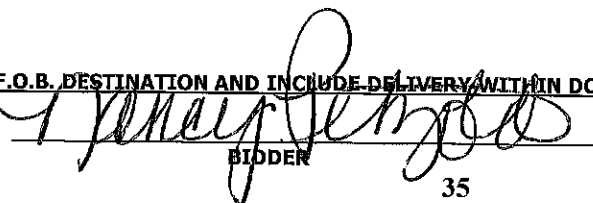
\*Note All Plan B work must have prior approval from the using agency.

Price for Annual Inspection Each Car:

\$ 825.00 per unit

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

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TITLE

**PLAN B (TIME AND MATERIALS):** To be used to replace defective equipment to keep the elevator in compliance to code. Vender must have prior approval from the using agency.

LABOR BETWEEN THE HOURS OF 7:00 A.M. AND 3:30 P.M. MONDAY THROUGH FRIDAY:

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES \$ 180.00 \_\_\_\_\_  
B2) REGULAR HOURLY RATE at \$ 180.00 \_\_\_\_\_/hr.  
B2a) HELPER at \$ 90.00 \_\_\_\_\_/hr  
B3) EACH ADDITIONAL QUARTER HOUR at \$ 45.00 \_\_\_\_\_/¼ hr  
B3a) HELPER at \$ 22.50 \_\_\_\_\_/¼ hr

PARTS:

B4) MANUFACTURER'S LIST PRICE (MLP) LESS N/A \_\_\_\_\_ %  
B5) COST PLUS % 20 \_\_\_\_\_ %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost-plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 365 days

LABOR: 365 days

OVERTIME RATES: All other times (after 3:30 PM or before 7:00 AM Monday through Friday, or any time on Saturday or Sunday.

B6) MINIMUM CHARGE Overtime (IF ANY) \$ 270.00 \_\_\_\_\_  
B7) Overtime HOURLY RATE \$ 270.00 \_\_\_\_\_/hr.  
B7a) HELPER \$ 135.00 \_\_\_\_\_/hr.  
B8) EACH ADDITIONAL QUARTER HOUR Overtime \$ 67.50 \_\_\_\_\_/¼ hr.  
B8a) HELPER \$ 33.75 \_\_\_\_\_/¼ hr.

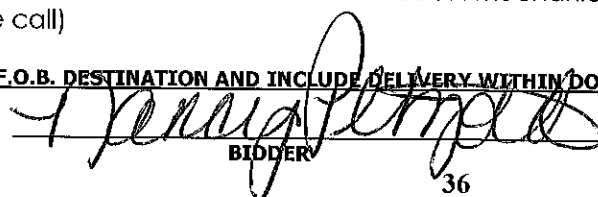
RESPONSE TIME \_\_\_\_\_ 2 \_\_\_\_\_ HRS

B9) Equipment: Rental Rate Cost Plus 0% MUST HAVE PRIOR APPROVAL BY USING AGENCY

(The contractor must return a service call within 1 hour. A mechanic must report to work site within 2 hours of the original service call)

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

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**NOTE:**

THE CONTRACTOR WILL BE REQUIRED TO FURNISH ALL LABOR, MATERIALS, CONSTRUCTION EQUIPMENT, TRANSPORTATION, TOOLS, INSTRUMENTS, PARTS, AND ACCESSORIES NECESSARY TO MAINTAIN THE ELEVATORS IN OPTIMUM WORKING ORDER AND TO RESTORE SAME WHENEVER NECESSARY TO PROPER WORKING CONDITION BY REPAIRING AND/OR REPLACING ALL MALFUNCTIONING PARTS, COMPONENTS AND ACCESSORIES AS REQUESTED BY VARIOUS COUNTY AGENCIES.

WHENEVER REPAIRS, SERVICE OR ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR WILL SUPPLY SAME PROMPTLY. CONTRACTOR TO MAINTAIN 24/7/365 EMERGENCY SERVICE. REGULAR LABOR HOURS ARE 7:00 AM TO 3:30 PM. ON ALL JOBS PERFORMED BY THE VENDOR. JOB LOCATION SHALL BE RESTORED TO A SAFE AND AESTHETICALLY ACCEPTABLE CONDITION PRIOR TO DEPARTURE VENDOR MUST BE ABLE TO WORK MULTIPLE SITES AT ANY GIVEN TIME PROOF OF ADEQUATE QUALIFIED EMPLOYEES MAY BE REQUESTED PRIOR TO AWARD.

VENDOR WILL SEND ONE TECHNICIAN UNLESS SPECIFIED BY AND OR AGREED UPON BY COUNTY REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK. OVERTIME CAN ONLY BE PERFORMED IF APPROVED IN ADVANCE BY USING AGENCY.

PLEASE STATE TWO 24/7/365 EMERGENCY WORKING TELEPHONE NUMBERS AND CONTACT NAME.

Name: Raymond Baruso Telephone No.: 516-424-4172

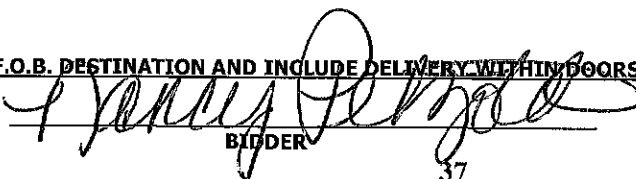
Name: Nancy Petzold Telephone No.: 347-993-4625

\*Elevator mechanics MUST be NYS licensed and carry a DOL elevator mechanic certification card. A NYS licensed mechanic must be present at any service.

\*Apprentices/Helpers MUST always be accompanied by a NYS licensed elevator mechanic. Apprentices and Helpers MUST always carry their DOL certification card on the job site.

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TITLE



NOTE:

- 1) NO ELECTRONIC SUBMISSIONS ARE ALLOWED

A hard copy of the bid package is to be sent to the following address:

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

Attn: Kimberly Stanton  
Bid No.: 91013-12213-271

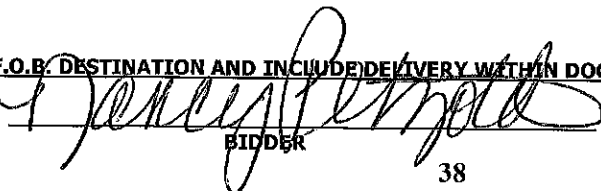
The bid package must be sent in a sealed envelope with the solicitation number written on it. We recommend that you send this package early to arrive the day before the bid opening, to ensure receipt.

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

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

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

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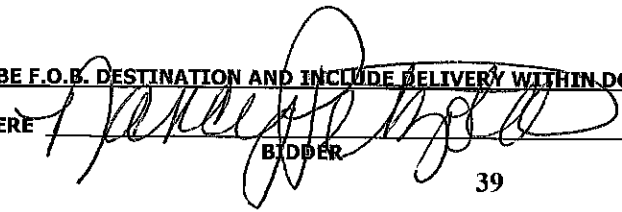
  
BIDDER

President

TITLE

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A large, stylized handwritten signature in black ink, written over a horizontal line.

BIDDER

President

TITLE



640 Main Street • Westbury, New York 11590

P: (516) 479-1700 • F: (516) 479-1800 • [info@AnExcelsiorElevator.com](mailto:info@AnExcelsiorElevator.com) • [www.AnExcelsiorElevator.com](http://www.AnExcelsiorElevator.com)

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December 19, 2023

Nassau County Office of Purchasing  
1 West Street  
Mineola, New York 11501

Dear Kimberly Stanton,

Please allow me to introduce our company, **An Excelsior Elevator Corporation**, and enlighten you as to how we can improve the service on your vertical transportation equipment. Enclosed please find our references with the hopes that you will consider us a potential bidding source for any elevator/escalator/dumbwaiter-related work you may require.

**An Excelsior Elevator Corporation**, based in Westbury, New York, offers you twenty-six (26) years of elevator-industry experience. Our service, including maintenance, repair, construction and modernization, covers all makes of elevator/escalator equipment such as Thyssen-Dover, Millar, Schindler and Otis. Currently, we service large institutions such as NYU Winthrop Hospital, Northwell Health, Town of Hempstead, Town of Hempstead Department of Parks, Town of North Hempstead, the Floral Park-Bellerose School Districts as well as smaller, one-elevator properties and private residences.

As members of the International Union of Elevator Constructors, Local One, we work closely with the industry's top suppliers to bring our customers, both local and in neighboring counties, the best possible service and equipment. We believe you will find our rates competitive, our equipment state-of-the-art, and our preventive maintenance and service to be one of the best in the industry. We offer a variety of service programs that can be specifically tailored to your needs, including 24/7 callback service (Emergency # 516-479-1700).

We would like to thank you in advance for your time and consideration; and we hope to hear from you in the near future.

Sincerely,

*Nancy Petzold*

President

NP/nr

***Leading the industry in installations of state-of-the-art non-proprietary equipment.***

OFFICE OF PURCHASING  
SUMMARY OF BIDS  
OPENED: December 21, 2023 AT 11:00 A.M. PP 12/28/2023  
BID NO: 91013-12213-271  
REQ. NO: N/A  
TITLE: ELEVATOR MAINTENANCE AND REPAIR

ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	TO NO.	AMOUNT
				CHAMPION ELEVATOR	MORGAN ELEVATOR CO., LTD.	AN EXCELSIOR ELEVATOR, CORP.	SLADE ELEVATOR	SKYLINE ELEVATOR CONSULTANTS	SCHNEIDER ELEVATOR	DYNASTY ELEVATOR CORP.	UNITEC ELEVATOR	TK ELEVATOR		DETAILS OF AWARD	
1	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (8 ELEVATORS) SUPREME COURT BUILDING SUPREME COURT DRIVE, MINEOLA, NY 100		MONTH	170.00	200.00	140.00	200.00	330.00	200.00	165.00	94.00				
2	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (3 ELEVATORS) ADMINISTRATION BUILDING 400 COUNTRY SEAT DRIVE, MINEOLA, NY		MONTH	170.00	200.00	140.00	193.33	200.00	300.00	200.00	165.00	94.00			
3	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (3 ELEVATORS) EXECUTIVE BUILDING 1 WEST STREET, MINEOLA, NY		MONTH	170.00	200.00	140.00	180.00	200.00	330.00	200.00	165.00	94.00			
4	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (4 ELEVATORS) OLD COURT HOUSE 1550 FRANKLIN AVENUE, MINEOLA, NY		MONTH	170.00	200.00	140.00	180.00	200.00	330.00	200.00	165.00	94.00			
5	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (3 ELEVATORS) NASSAU COUNTY POLICE DEPARTMENT - HEADQUARTERS 1490 FRANKLIN AVENUE, MINEOLA, NY		MONTH	170.00	200.00	140.00	200.00	200.00	330.00	200.00	165.00	94.00			
6	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) EMERGENCY OPERATIONS 14015TH STREET, MINEOLA, NY		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00			
7	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) INWOOD CENTER 270 LAWRENCE AVENUE LAWRENCE, NY		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00			
8	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) NASSAU COUNTY POLICE DEPARTMENT - 3RD PRECINCT 214 HILLSIDE AVENUE, WILLISTON PARK, NY		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00			
9	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (5 ELEVATORS) NASSAU COUNTY OFFICE BUILDING 240 OLD COUNTRY ROAD, MINEOLA, NY		MONTH	170.00	200.00	140.00	200.00	200.00	330.00	200.00	165.00	94.00			
10	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (7 ELEVATORS) NASSAU COUNTY COURT COMPLEX 252, 262, 272 OLD COUNTRY ROAD, MINEOLA, NY		MONTH	170.00	200.00	140.00	194.29	200.00	290.00	200.00	165.00	94.00			
11	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) DIVISION OF LABS 209 MAIN STREET, HEMPSTEAD, NY		MONTH	170.00	200.00	140.00	200.00	200.00	330.00	200.00	165.00	94.00			
12	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) DPW GARAGE 170 CANTAGUE ROCK ROAD, HICKSVILLE, NY		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00			
13	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) NASSAU COUNTY POLICE DEPARTMENT - 6TH PRECINCT COMMUNITY DRIVE, MANHASSET, NY		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00			
14	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) FAMILY COURT BUILDING 1200 OLD COUNTRY ROAD, WESTBURY, NY		MONTH	170.00	200.00	140.00	200.00	200.00	330.00	200.00	165.00	94.00			

OFFICE OF PURCHASING  
SUMMARY OF BIDS  
OPENED: December 21, 2023 AT 11:00 A.M. PP 12/28/2023  
BID NO: 91013-12213-271  
REQ. NO: N/A  
TITLE: ELEVATOR MAINTENANCE AND REPAIR

ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	TO NO.	AMOUNT
15	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (7 ELEVATORS) DISTRICT COURT HOUSE FRANKLIN & MAIN, HEMPSTEAD, NY		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00			
16	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) OLD BETHPAGE VILLAGE ROUND SWAMP ROAD, BETHPAGE, NY		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00			
17	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (11 ELEVATORS) CORRECTIONAL CENTER CARMAN AVENUE, EAST MEADOW, NY 2 - Barst (BLDG A) - Passenger 2 - Barst (BLDG B) - Passenger 2 - OTIS (BLDG D) - Passenger 4 - Dover (BLDG E) - Passenger 1 - Dover (BLDG E) - Freight		MONTH	170.00	200.00	140.00	192.73	200.00	253.00	200.00	165.00	94.00			
18	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATORS) FINE ARTS FRICK ESTATE NORTHERN BLVD, ROSLYN, NY 1 - OTIS PASSENGER		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00			
19	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (3 ELEVATORS) MITCHELL ATHLETIC COMPLEX PRESS BOX CENTRAL FIELD HOUSE SPORTS PLEX		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00			
20	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (4 ELEVATORS) PUBLIC SAFETY CENTER 1194 PROSPECT ROAD, WESTBURY, NY		MONTH	170.00	200.00	140.00	190.00	200.00	282.50	200.00	165.00	94.00			
21	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) HOLOCAUST MEMORIAL EDUCATION CENTER 100 CRESCENT BEACH ROAD, GLEN COVE, NY 1 - FELTWOOD - PASSENGER MODEL 21		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00			
22	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) AQUATIC CENTER EISENHOWER PARK, EAST MEADOW, NY		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00			
23	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) ELEVATOR LOCATED AT 510 GRUMMAN ROAD, BETHPAGE, NY		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00			
24	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) NASSAU COUNTY POLICE DEPARTMENT - 1ST PRECINCT 900 MERRICK ROAD, BALDWIN, NY		MONTH	170.00	200.00	140.00	180.00	200.00	330.00	200.00	165.00	94.00			
25	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (2 ELEVATORS) NASSAU COUNTY POLICE DEPARTMENT - 4TH Precinct 1699 BROADWAY, HEWLETT, NY 11557		MONTH	170.00	200.00	140.00	200.00	200.00	330.00	200.00	165.00	94.00			
26	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) NASSAU COUNTY MEDICAL EXAMINER - ADMIN 2251 HEMPSTEAD TPKE, EAST MEADOW, NY 11554 1 MORQUE LIFT & 1 PASSENGER ELEVATOR 1 - CANTON ELEVATOR #HMC-1000PHC, SERIAL #25319, CAPACITY 400 LBS, 1-PEELE HYDRAULIC CONTROLLER #07661BSP, SERIAL #822		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00			

DETAILS OF  
AWARD

OFFICE OF PURCHASING  
SUMMARY OF BIDS  
OPENED: December 21, 2023 AT 11:00 A.M. PP 12/28/2023  
BID NO: 91013-12213-271  
REQ. NO: N/A  
TITLE: ELEVATOR MAINTENANCE AND REPAIR

ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	TO NO.	AMOUNT
27	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) NASSAU COUNTY POLICE DEPARTMENT - 8TH PRECINCT 289 HICKSVILLE RD, HICKSVILLE, NY 11714		MONTH	170.00	200.00	140.00	200.00	200.00	330.00	200.00	165.00	94.00			
28	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (2 ELEVATORS) NCPD POLICE ACADEMY 1 LAW ENFORCEMENT WAY, UNIONDALE, NY 11553		MONTH	170.00	200.00	140.00	180.00	200.00	330.00	200.00	165.00	94.00			
29	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) NCPD 8TH PRECINCT - GARAGE 286 N. WANTAGH AVENUE, BETHPAGE, NY 11414		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00			
30	TOTAL MONTHLY COST OF PLAN A		MONTH	13260.00	15600.00	11200.00	14960.00	15600.00	22378.00	15600.00	12870.00	7238.00			
31	Price for Annual Inspection Each Car: (CAT 1)			800.00	900.00	825.00	1510.00	450.00	675.00	700.00	895.00	1422.00			
32	Price for full-load (CAT5) inspection Each Car:			2000.00	1575.00	NB	NB	850.00	1350.00	1400.00	950.00	2500.00			
PLAN B (TIME AND MATERIALS) PRICING SCHEDULE: LABOR BETWEEN THE HOURS OF 7:00 A.M. AND 3:30 P.M. MONDAY THROUGH FRIDAY:															
B1)	MINIMUMCALL OUT CHARGE (IF ANY)			326.00	470.00	180.00	560.00	500.00	275.00	NA	1 HR	NA			
B2)	REGULAR HOURLY RATE		HR.	326.00	235.00	180.00	280.00	250.00	275.00	190.00	205.00	395.00			
B2a)	HELPER		HR.	215.00	215.00	90.00	195.00	120.00	200.00	170.00	185.00	316.00			
B3)	EACH ADDITIONAL QUARTER HOUR		1/4 HR.	81.50	58.75	45.00	NA	62.50	68.75	47.50	51.25	98.75			
B3a)	HELPER		1/4 HR.	53.75	53.75	22.50	NA	30.00	50.00	42.50	46.25	79.00			
PARTS:															
B4)	MANUFACTURER'S LIST PRICE (MLP) LESS		%	20.00%	NONE	NA	5.00%	5.00%	0.00%	5.00%	5.00%	0.00%			
B5)	COST PLUS %		%	20.00%	20.00%	20.00%	15.00%	5.00%	15.00%	10.00%	20.00%	25.00%			
OVERTIME RATES: All other times (after 3:30 PM or before 7:00 AM Monday through Friday, or any time on Saturday or Sunday).															
B6)	MINIMUM CHARGE Overtime (IF ANY)			489.00	705.00	270.00	840.00	750.00	412.50	NA	1 HR	NA			
B7)	Overtime HOURLY RATE		HR.	489.00	352.50	270.00	420.00	375.00	412.50	285.00	307.50	592.50			
B7a)	HELPER		HR.	322.75	322.50	135.00	292.50	180.00	300.00	255.00	277.50	474.00			
B8)	EACH ADDITIONAL QUARTER HOUR Overtime		1/4 HR.	122.25	88.13	67.50	NA	93.75	103.13	71.25	76.88	148.12			
B8a)	HELPER		1/4 HR.	80.68	80.62	33.75	NA	45.00	75.00	63.75	69.38	118.50			
B9)	Equipment Rental Rate Cost Plus 0% MUST HAVE PRIOR APPROVAL BY USING AGENCY		%												
PREPARED BY				TERMS	NET	NET	1%	NET	NET	NET	2%	NET	NET	NET	

Anette Sullivan 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 12/28/23

*Anette Sullivan*  
PUBLIC BID OFFICER

## OFFICE OF PURCHASING

## SUMMARY OF BIDS

OPENED: December 21, 2023 AT 11:00 A.M. PP 12/28/2023

BID NO: 91013-12213-271

REQ. NO: N/A

TITLE: ELEVATOR MAINTENANCE AND REPAIR

ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9
1	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (8 ELEVATORS) SUPREME COURT BUILDING 100 SUPREME COURT DRIVE, MINEOLA, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (3 ELEVATORS)		MONTH	170.00	200.00	140.00	200.00	200.00	330.00	200.00	165.00	94.00
2	ADMINISTRATION BUILDING 400 COUNTRY SEAT DRIVE, MINEOLA, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (3 ELEVATORS) EXECUTIVE BUILDING 1 WEST STREET, MINEOLA, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (4 ELEVATORS)		MONTH	170.00	200.00	140.00	193.33	200.00	300.00	200.00	165.00	94.00
3	OLD COURT HOUSE 1650 FRANKLIN AVENUE, MINEOLA, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (3 ELEVATORS) MASSAU COUNTY POLICE DEPARTMENT - HEADQUARTERS 1490 FRANKLIN AVENUE, MINEOLA, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) EMERGENCY OPERATIONS 1401ST STREET, MINEOLA, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR)		MONTH	170.00	200.00	140.00	180.00	200.00	330.00	200.00	165.00	94.00
4	INWOOD CENTER 270 LAWRENCE AVENUE LAWRENCE, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) MASSAU COUNTY POLICE DEPARTMENT - 3RD PRECINCT 214 HILLSIDE AVENUE, WILLISTON PARK, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (6 ELEVATORS) MASSAU COUNTY OFFICE BUILDING 240 OLD COUNTRY ROAD, MINEOLA, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (7 ELEVATORS)		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
5	MASSAU COUNTY COURT COMPLEX 252, 262, 272 OLD COUNTRY ROAD, MINEOLA, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) DIVISION OF LABS 209 MAIN STREET, HEMPSTEAD, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) DPW GARAGE 170 CANTIAQUE ROCK ROAD, HICKSVILLE, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR)		MONTH	170.00	200.00	140.00	194.29	200.00	290.00	200.00	165.00	94.00
6	MASSAU COUNTY POLICE DEPARTMENT - 6TH PRECINCT COMMUNITY DRIVE, MAHASSSET, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) FAMILY COURT BUILDING 1200 OLD COUNTRY ROAD, WESTBURY, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (7 ELEVATORS) DISTRICT COURT HOUSE FRANKLIN & MAIN, HEMPSTEAD, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) OLD BETHPAGE VILLAGE ROUND SWAMP ROAD, BETHPAGE, NY UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (11 ELEVATORS) CORRECTIONAL CENTER CARMAN AVENUE, EAST MEADOW, NY 2 - Barist (BLDG A) - Passenger 2 - Barist (BLDG B) - Passenger 2 - OTIS (BLDG D) - Passenger 4 - Dover (BLDG E) - Passenger 1- Dover (BLDG E) - Freight UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATORS) FINE ARTS FRICK ESTATE NORTHERN BLVD, ROSLYN, NY 1 - OTIS PASSENGER		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
7			MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
8			MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
9			MONTH	170.00	200.00	140.00	200.00	200.00	330.00	200.00	165.00	94.00
10			MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
11			MONTH	170.00	200.00	140.00	200.00	200.00	330.00	200.00	165.00	94.00
12			MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
13			MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
14			MONTH	170.00	200.00	140.00	200.00	200.00	330.00	200.00	165.00	94.00
15			MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
16			MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
17			MONTH	170.00	200.00	140.00	192.73	200.00	253.00	200.00	165.00	94.00
18			MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00

## OFFICE OF PURCHASING

## SUMMARY OF BIDS

OPENED: December 21, 2023 AT 11:00 A.M. PP 12/28/2023

BID NO: 91013-12213-271

REQ. NO: N/A

TITLE: ELEVATOR MAINTENANCE AND REPAIR

ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9
19	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (3 ELEVATORS) MITCHELL ATHLETIC COMPLEX PRESS BOX CENTRAL FIELD HOUSE SPORTS PLEX		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
20	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (4 ELEVATORS) PUBLIC SAFETY CENTER 1194 PROSPECT ROAD, WESTBURY, NY		MONTH	170.00	200.00	140.00	190.00	200.00	282.50	200.00	165.00	94.00
21	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) HOLCAUST MEMORIAL EDUCATION CENTER 100 CRESCENT BEACH ROAD, GLEN COVE, NY 1 - FELTWOOD - PASSENGER MODEL 21		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
22	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) AQUATIC CENTER EISENHOWER PARK, EAST MEADOW, NY		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
23	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) ELEVATOR LOCATED AT 510 GRUMAN ROAD, BETHPAGE, NY		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
24	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) MASSAU COUNTY POLICE DEPARTMENT - 1ST PRECINCT 900 MERRICK ROAD, BALDWIN, NY		MONTH	170.00	200.00	140.00	180.00	200.00	330.00	200.00	165.00	94.00
25	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) MASSAU COUNTY POLICE DEPARTMENT - 4TH Precinct BROADWAY, HEWLETT, NY 11557		MONTH	170.00	200.00	140.00	200.00	200.00	330.00	200.00	165.00	94.00
26	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (2 ELEVATORS) MASSAU COUNTY MEDICAL EXAMINER - ADMIN 2261 HEMPSTEAD TPKE, EAST MEADOW, NY 11554 1 MORGUE LIFT & 1 PASSENGER ELEVATOR 1 - CANTON ELEVATOR #HMC-1000PHC, SERIAL #25319, CAPACITY 400 LBS. 1-PEELE HYDRAULIC CONTROLLER #07661BSP, SERIAL #822		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
27	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) MASSAU COUNTY POLICE DEPARTMENT - 8TH PRECINCT 289 HICKSVILLE RD, HICKSVILLE, NY 11714		MONTH	170.00	200.00	140.00	200.00	200.00	330.00	200.00	165.00	94.00
28	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (2 ELEVATORS) NCPD POLICE ACADEMY 1 LAW ENFORCEMENT WAY, UNIONDALE, NY 11553		MONTH	170.00	200.00	140.00	180.00	200.00	330.00	200.00	165.00	94.00
29	UNIT PRICE PER ELEVATOR AS PER SPECIFICATIONS (1 ELEVATOR) NCPD 8TH PRECINCT - GARAGE 286 N. WANTAGH AVENUE, BETHPAGE, NY 11414		MONTH	170.00	200.00	140.00	180.00	200.00	235.00	200.00	165.00	94.00
	TOTAL MONTHLY COST OF PLAN A		MONTH	13260.00	15600.00	11200.00	14960.00	15600.00	22378.00	15600.00	12870.00	7236.00
31	Price for Annual Inspection Each Car. (CAT 1)		\$	800.00	900.00	825.00	1510.00	450.00	675.00	700.00	895.00	1422.00
32	Price for full-load (CAT5) inspection Each Car.		\$	2000.00	1575.00	NB	NB	850.00	1350.00	1400.00	950.00	2500.00
PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:												
LABOR BETWEEN THE HOURS OF 7:00 A.M. AND 3:30 P.M. MONDAY THROUGH FRIDAY.												
B1)	MINIMUM/CALL OUT CHARGE (IF ANY)		\$	326.00	470.00	160.00	560.00	500.00	275.00	NA	1 HR	NA
B2)	REGULAR HOURLY RATE	Hr.	\$	326.00	235.00	180.00	280.00	250.00	275.00	190.00	205.00	395.00
B2a)	HELPER	Hr.	\$	215.00	215.00	90.00	195.00	120.00	200.00	170.00	185.00	316.00
B3)	EACH ADDITIONAL QUARTER HOUR	1/4 Hr.	\$	81.50	68.75	45.00	NA	62.50	68.75	47.50	51.25	98.75
B3a)	HELPER	1/4 Hr.	\$	53.75	53.75	22.50	NA	30.00	50.00	42.50	46.25	79.00
PARTS:												
B4)	MANUFACTURER'S LIST PRICE (MLP) LESS		%	20.00%	NONE	NA	5.00%	5.00%	0.00%	5.00%	5.00%	0.00%
B5)	COST PLUS %		%	20.00%	20.00%	20.00%	15.00%	5.00%	15.00%	10.00%	20.00%	25.00%



OFFICE OF PURCHASING												
SUMMARY OF BIDS												
OPENED: December 21, 2023 AT 11:00 A.M. PP 12/28/2023												
BID NO: 91013-12213-271												
REQ. NO: N/A												
TITLE: ELEVATOR MAINTENANCE AND REPAIR												
ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9
OVERTIME RATES: All other times (after 3:30 PM or before 7:00 AM Monday through Friday, or any time on Saturday or Sunday).												
B6)	MINIMUM CHARGE Overtime (if ANY)		\$	489.00	705.00	270.00	840.00	750.00	412.50	NA	1 HR	NA
B7)	Overtime HOURLY RATE	Hr.	\$	489.00	352.50	270.00	420.00	375.00	412.50	285.00	307.50	592.50
B7a)	HELPER	Hr.	\$	322.75	322.50	135.00	292.50	180.00	300.00	255.00	277.50	474.00
B8)	EACH ADDITIONAL QUARTER HOUR Overtime	1/4 Hr.	\$	122.25	88.13	67.50	NA	53.75	103.13	71.25	76.88	148.12
B8a)	HELPER	1/4 Hr.	\$	80.68	80.62	33.75	NA	45.00	75.00	63.75	69.38	118.50
B9)	Equipment: Rental Rate Cost Plus 0% MUST HAVE PRIOR APPROVAL BY USING AGENCY		%									



# FORMAL BID RECOMMENDATION - COMMENTS

BID NUMBER: 91013-12213-271

OPEN: December 21, 2023

TITLE: Elevator Maintenance & Repair

DATE: January 30, 2024

## COMMENT:

The vendor TK Elevator was low on the monthly maintenance however they are high on the labor rates. In a meeting with the agency (January 16, 2024), it was confirmed that this is not a bid that can be split between vendors and we felt it was in the best interest to award to the next lowest bidder, An Excelsior Elevator Corp.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2024

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  
HUB INTERNATIONAL NORTHEAST  
ONE BRIDGE PLAZA N  
SUITE 445  
FORT LEE NJ 07024

CONTACT  
NAME: shannon kenyon  
PHONE  
(A/C, No, Ext): 201-585-6500 FAX (A/C, No): 201-585-6590  
E-MAIL:  
ADDRESS: shannon.kenyon@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : National Union Fire Insurance Company of Pittsburg 19445

INSURER B : State Insurance Fund Workers' Compensation Fund 36102

INSURER C : Great American Insurance Company 16691

INSURER D : ShelterPoint Life Insurance Company 81434

INSURER E :

INSURER F :

INSURED  
An Excelsior Elevator Corp.  
640 Main Street  
Westbury NY 11590

**COVERAGES**

CERTIFICATE NUMBER: 2141036942

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	MAC130328407	11/6/2023	11/6/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Maximum Ann Agg \$ 10,000,000
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	MAC130328407	11/6/2023	11/6/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	BE033090472	11/6/2023	11/6/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	12907010	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	NY Disability		D586641	1/1/2022	1/1/2036	NY Statutory Limits

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

RE: ALL LOCATIONS

County of Nassau Office of Purchasing are included as additional insured as their interest may appear only with respects to the work performed by the named insured under contract

**CERTIFICATE HOLDER****CANCELLATION**

County of Nassau \_ Office of Purchasing  
1 West Street  
Mineola NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

CG 20 10 (Ed.04/13)

Policy: MAC 130-32-84 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Schedule**

Name of Additional Insured Person(s) or Organization(s)

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED AND AGREED TO NAME AS AN ADDITIONAL INSURED ON YOUR POLICY UNDER:

1. A WRITTEN CONTRACT OR AGREEMENT THAT IS IN EFFECT DURING THE TERM OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY",  
OR

2. AN ORAL CONTRACT OR ORAL AGREEMENT WITH A PERSON OR ORGANIZATION WHEN A CERTIFICATE OF INSURANCE SHOWING THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED HAS BEEN ISSUED; AND SUCH ORAL CONTRACT OR ORAL AGREEMENT IS IN EFFECT DURING THE TERM OF THIS POLICY AND IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY".

Location(s) of Covered Operations

ANY LOCATION WITHIN THE "COVERAGE TERRITORY"



Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513.369.5000 ph

CG 20 10 (Ed.04/13)

Policy: MAC 130-32-84 07

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
SCHEDULED PERSON OR ORGANIZATION**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured(s) at the location(s) designated above.

However;

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

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301 E 4th Street  
Cincinnati OH 45202-4201  
513.369.5000 ph

CG 20 10 (Ed.04/13)

Policy: MAC 130-32-84 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
SCHEDULED PERSON OR ORGANIZATION**

**B.** With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
2. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

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

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

CG 20 37 (Ed.04/13)

Policy: MAC 130-32-84 07

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**Schedule**

Name of Additional Insured Person(s) or Organization(s)

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED AND AGREED TO NAME AS AN ADDITIONAL INSURED ON YOUR POLICY UNDER:

1. A WRITTEN CONTRACT OR AGREEMENT THAT IS IN EFFECT DURING THE TERM OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY",  
OR

2. AN ORAL CONTRACT OR ORAL AGREEMENT WITH A PERSON OR ORGANIZATION WHEN A CERTIFICATE OF INSURANCE SHOWING THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED HAS BEEN ISSUED; AND SUCH ORAL CONTRACT OR ORAL AGREEMENT IS IN EFFECT DURING THE TERM OF THIS POLICY AND IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY".

Location And Description of Completed Operations

ANY LOCATION WITHIN THE "COVERAGE TERRITORY", AND FOR ALL COMPLETED OPERATIONS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

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

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Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

CG 20 37 (Ed.04/13)

Policy: MAC 130-32-84 07

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

**B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III - LIMITS OF INSURANCE:**

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

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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