

Nassau County Office of Purchasing

-58-20

Staff Summary A-58-2020

Subject: Rubbish, Refuse and Debris Removal
Services (S/B # 91027-04300-060)
Department:
Department of Shared Services, Office of Purchasing
Department Head Name:
Melissa Gallucci
Department Head Signature Of Oli Oxa Haller
1.0000

Date:	
September 01, 2020	
Vendor Name:	
National Waste Services LLC	
Contract Number	
A-58-2020	
Contract Manager Name	
Timothy Funaro	

Prop	osed Le	gislative Act	ion	
То	Date	Approval	Info	Other
Assgn Comm				
Rules Comm				
Full Leg				

	Internal	Approvals	
Date & Init.	Approval	Date & Init.	Approval
- 0	Dept, Head		
\mathbb{N}	Budget	CA 02/200 8	County Atty.
11	Deputy C.E.	9/03/20 H	Jounty Exec.

Narrative

Purpose: To authorize and award a blanket purchase order for Emergency Non-Storm Debris Disposal for the Nassau County Department of Public Works.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board:

21 Vendors viewed the bid

5 Woman Owned Business

0 Service Disabled (Veteran) owned

5 Minority Owned

9 Small business

 \Box

1 Veterans Owned

Three bids were received; the vendor recommended for this award, National Waste Services LLC, was categorized as a small business.

A copy of the bid was sent to Minority Affairs and CSEA.

The Department of Shared Services, Office of Purchasing is recommending a split award. National Waste Services LLC is being recommended for an award of the Emergency Non-Storm Debris Disposal portion of the bid (Part II) as the lowest responsible bidder for that portion of the bid. Another bidder is being recommended for of the Rubbish, Refuse and Recycling portion of the bid (Part I) as the lowest responsible bidder for that portion of the bid.

Impact on Funding: 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 Fifteen Million Dollars (\$15,000,000) from general fund index codes PWGEN0240, 0270, 6310 and PWCAPCAP.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to National Waste LLC for the Emergency Non-Storm Debris Disposal portion of the bid (Part II), as the lowest responsible bidder meeting specifications for that portion of the bid. APPROVED:

INCURANCE SECTION

MEN AT THE PERSON WANTE GOOD STATE 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 NASSAU COUNTY DEPARTMENT OF
PUBLIC WORKS, AND NATIONAL WASTE SERVICES LLC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 91027-04300-060 for Rubbish, Refuse and Debris Removal Services for the Nassau County Department of Public Works, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that National Waste Services LLC submitted the lowest responsible bid for the Emergency Non-Storm Debris Disposal portion of the 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 National Waste Services LLC.

INTER - DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-58-2020

FROM:

MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE:

SEPTEMBER 01, 2020

SUBJECT: RESOLUTION - THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

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 FIFTEEN MILLION DOLLARS (\$15,000,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO NATIONAL WASTE SERVICES LLC FOR EMERGENCY NON-STORM DEBRIS DISPOSAL SERVICES.

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

MELISSA GALLUCCI COMMISSIONER OF SHARED SERVICES

MS: br

ENCL:

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





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 [Х	If yes, to what camp	aign committee?	
				ion must be signed by urpose of executing C		consultant, contractor or Vendor authorized as a
The unde	_				e has read and un	derstood the foregoing statements and they are, to
	ely ar					o the campaign committees identified above were ental benefit or in exchange for any benefit or
				tified at the date and t @NWS-NY.COM]	ime indicated by:	
Dated:	08/2	8/2020	02:59:0)4 PM	Vendor	National Waste Services LLC
					Title:	Office Manager

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LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

Robert Gregor 65 East Oliver St, Long Beach, NY 11561 ; 516-945-4890
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
none
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed
or designated:
none
A. Desemble labeled as a state and asked and a becaused in New Court, and identify all attacks and a little of the court and identify all attacks and a little of the court and identify all attacks are a little of the court and identify all attacks are a little of the court and identify all attacks are a little of the court and identify all attacks are a little of the court and identify all attacks are a little of the court and identify all attacks are a little of the court and identify all attacks are a little of the court and identify all attacks are a little of the court and identify all attacks are a little of the court and identify all attacks are a little of the court and identify all attacks are a little of the court and identify all attacks are a little of the court and identify all attacks are a little of the court and identification are a little of the co
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity
listed. See the last page for a complete description of lobbying activities.
none
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
none

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

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Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to ne 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 his 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 X If yes, to what campaign committee? If none, you must so state:					
I understand that copies of this form will be sent to the Nass be posted on the County's website.	sau County Departm	ent of Information Technology ("IT") to			
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.					
VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.					
The undersigned further certifies and affirms that the contri made freely and without duress, threat or any promise of a remuneration.					
Electronically signed and certified at the date and time indic Virginia Marciano [VIRGINIA@NWS-NY.COM]	cated by:				
Dated: 08/28/2020 02:59:45 PM	Vendor:	National Waste Services LLC			
	Title:	Office manager			

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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.

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

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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:	_06/1	9/2020						
1)	Proposer's	s Legal Name:	National Wa	aste Services LLC				
2)	Address o	of Place of Business:	1 Jem	Court				
	City:	Bay Shore		State/Province/Ter	rritory:	NY	Zip/Postal Code:	11706
	Country:	US				• • •		
3)	Mailing A	ddress (if different):	1 Jem Co	urt				- · · · · · · · · · · · · · · · · · · ·
	City:	Bay Shore		State/Province/Ter	rritory:	NY	Zip/Postal Code:	11706
	Country:	US						
	Phone:	(631) 242-0300						
	Does the	business own or ren	t its facilitie:	s? Own			If other, please provid	e details:
5) 6)		.D. Number: 52230 oser is a: Other	04567	(D	escribe	e) <u>LLC</u>		
7)	Does this	business share office	•	aff, or equipment ex provide details:	kpense:	s with any	other business?	
8)	YES 7		/es, please rship betwe	provide details:	on and	National \	Waste is that is our prim	ary
9)	Does this	s business have one	or more aff	liates, and/or is it a	subsidi	iary of, or	controlled by, any other	business

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0 Y	las the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any ther government entity terminated? (ES NO X If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
	las the proposer, during the past seven years, been declared bankrupt? 'ES NO X If yes, state date, court jurisdiction, amount of liabilities and amount of assets
b b k c Y	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 affiliate business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state ocal prosecuting or investigative agency, where such investigation was related to activities performed at, for, on behalf of an affiliated business. YES NO X If yes, provide details for each such investigation, an explanation of the streumstances and corrective action taken.
	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 ocal 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 ocal regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
6 6	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business: a) Any felony charge pending? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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	element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES NOX 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 X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
5)	In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
6)	For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.
7	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.
	(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.
	none (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.

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	b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
		We own enough and operate enough of our own vehicles to not have to worry about any conflicts with other jobs. We have plenty of equipment and containers. We have them on hand in our storage yard.
A.	expe	ide a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive erience in your profession. Any prior similar experiences, and the results of these experiences, must be tified.
	Have YES	e you previously uploaded the below information under in the Document Vault? NO X
	ls th	e proposer an individual? NO X Should the proposer be other than an individual, the Proposal MUST include:
	i)	Date of formation; 07/29/2020
	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. Joseph Leone 10 Libby Dr, Glen Cove, NY 11542
No in	dividue	Richard Leone 143 Kilburn Rd, Garden City, NY 11530
	iii)	Name, address and position of all officers and directors of the company. If none, explain. JoJoseph Leone 10 Libby Dr, Glen Cove, NY 11542 CEO Richard Leone 143 Kilburn Rd, Garden City, NY 11530 COO
No of	ficers a	and directors from this company have been attached.
	iv)	State of incorporation (if applicable); NY
	v)	The number of employees in the firm; 130
	vi)	Annual revenue of firm; 1500000
	vii)	Summary of relevant accomplishments completion of a LIRR contract
	· viii)	Copies of all state and local licenses and permits.

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B.	Indicate number of years in business.
	19

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

owners have been in this line of business for thirty or more years

2 File(s) Uploaded: Employment History JGL 5-14-08.doc, Employment History JGL 5-14-08.doc

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 Contact Person Address City Country Telephone Fax # E-Mail Address	SOuth Huntington Schools Sheila Buhse 60 Weston Street South Huntington US (631) 812-3015 sbuhse@shufsd.org	_ State/Province/Territory	NY
Company Contact Person Address City Country Telephone Fax # E-Mail Address	Commack School District Richie Schramm P.O. Box 150 Commack US (631) 921-2000 webmaster@commack.k12.ny.us	_ State/Province/Territory	NY
Company Contact Person Address City Country Telephone Fax # E-Mail Address	LIRR/MTA Business Service Center Mary Gandolfo 333 West 34th Street New York US (718) 558-3160 jasavor@lirr.org	State/Province/Territory	NY

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EMPLOYMENT HISTORY

JOSEPH G. LEONE

1985 TO 1995: Partner/Manager – Waste Services Inc., Brooklyn, NY

1995 TO 1998: Vice President Long Island Operations Eastern Environmental, Great Neck, NY

1998 TO 2000: Director of Operations Waste Management of Long Island, New Hyde Park, NY

2001 TO Present: Member/CEO of National Waste Services, LLC, Bay Shore, NY

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

C 3TV' (32	143 Kilburn Road arden City	State/Province/Territory: N	IY Zip/Postal Code: 11530
City: Ga Country: US		State/1 Tovinge/ Territory. 1	21p/F Ostat Oode11330
- <u>-</u>			
Business Addres City: Ba	ss: 1 Jem (ay Shore	State/Province/Territory: N	IY Zip/Postal Code: 11706
Country US		State/i Tovince/Territory	2 p/r ostal code. 11700
	31-242-0300		
Other present ad	ddress(es):		
City		State/Province/Territory:	Zip/Postal Code:
<u> </u>			
Telephone:	He Tay I was		
List of other add	raceae and talanhana	numbers attached	
List of other addi	resses and telephone	numbers adacted	
Positions held in	submitting business a	and starting date of each (check a	li applicable)
	.	(,
President	<u> </u>	Treasurer	
Chairman of Boa			
Chief Exec. Office		Secretary	
Chief Financial C	Officer	Partner	03/01/2001
Vice President			
(Other)			aire?
	equity interest in the b	ousiness submitting the questionn	
Do you have an	equity interest in the b	pusiness submitting the questionni provide details.	
Do you have an		- -	
Do you have an		- -	
Do you have an		- -	
Do you have an YES X N 50% ownership	NO If Yes, p	provide details.	
Do you have an YES X N 50% ownership	NO If Yes, p	orovide details. antees or any other form of securi	ty or lease or any other type of
Do you have an YES X N 50% ownership Are there any outcontribution made	If Yes, putstanding loans, guara	antees or any other form of securioetween you and the business sub	ty or lease or any other type of
Do you have an YES X N 50% ownership Are there any outcontribution made	NO If Yes, p	antees or any other form of securioetween you and the business sub	ty or lease or any other type of
Do you have an YES X N 50% ownership Are there any outcontribution made	If Yes, putstanding loans, guara	antees or any other form of securioetween you and the business sub	ty or lease or any other type of
Do you have an YES X N 50% ownership Are there any outcontribution made	If Yes, putstanding loans, guara	antees or any other form of securioetween you and the business sub	ty or lease or any other type of
Do you have an YES X N 50% ownership Are there any ou contribution made YES N	utstanding loans, guara de in whole or in part b NO X If Yes, p	antees or any other form of securioetween you and the business sub	ty or lease or any other type of mitting the questionnaire?

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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 X If Yes, provide details.
result	: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you 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 X If yes, provide an explanation of the circumstances and corrective action taken.
	b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action 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 X If yes, provide an explanation of the circumstances and corrective action taken.
	d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

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?

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ques	tionnaire.)
a.	Is there any felony charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you? YES NO X 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 crim an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X 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 X 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 X 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?

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to Question type of in	on 5, been the vestigation by	e subject of / any goverr	ded, in the past 5 ye a criminal investigat nment agency, includal al owner or officer?	ion and/or a civil a	anti-trust investigat	tion and/or any otl
YES	NO	***********	s, provide an explan	ation of the circur	nstances and corre	ective action take
In the nee	st 5 years hav	us vou or th	la huninana ar any a	thar offiliated bus	laces listed in room	to Ougotion
	sanction impo	sed as a re	is business, or any o sult of judicial or adn s, provide an explan	ninistrative procee	edings with respect	t to any profession

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I, Richard Leone	, hereby acknowledge that a materially false statement
	ay result in rendering the submitting business entity and/or
any affiliated entities non-responsible, and, in addition, ma	y subject me to criminal charges.
I, Richard Leone	, hereby certify that I have read and understand all the
items contained in this form; that I supplied full and comple	
knowledge, information and belief; that I will notify the Cou	
after the submission of this form; and that all information su information and belief. I understand that the County will rel	
inducement to enter into a contract with the submitting bus	
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FF	
QUESTIONNAIRE MAY RESULT IN RENDERING THE S WITH RESPECT TO THE PRESENT BID OR FUTURE BI	
MAKING THE FALSE STATEMENT TO CRIMINAL CHAR	
National Waste Services LLC	
Name of submitting business	
Electropically signed and portified at the date and time indi	inated by
Electronically signed and certified at the date and time indi Riachard Leone [RALEONE@NWS-NY.COM]	cated by.
Triadriard Leone [TALLONE@TWO-IV1.00M]	
COO	
Title	
00/04/0000 00/40/44 DM	
08/31/2020 03:48:44 PM	
Date	

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PRINCIPAL QUESTIONNAIRE FORM

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

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

City: Glen Cov	ibby Drive re	State/Province/Territory:	NY	Zip/Postal Code:	11542
Country: US				<u> </u>	
Business Address;	1 Jem Cour	t			
City: Bay Shor		State/Province/Territory:	NY	Zip/Postal Code:	11706
Country US				- '	**
Telephone: 631-242-	0300				
Other present address(es):				
Cit	,	State/Province/Territory:		Zip/Postal Code:	
O					
Telephone:					
11-4-6-41 11		1 (1 1 1			
List of other addresses	and telephone num	bers attached			
Docitions hold in submi	tting business and s	starting date of each (check	k all ann	licable)	
FOSILIONS HEID III SUDINI	tiling business and s	starting date of each (check	к ап арр	ilicable)	
President		Treasurer			
Chairman of Board		Shareholder	<u></u>		
Chief Exec. Officer	03/01/2001	Secretary			
					
Chief Financial Officer		Partner			
		Partner			
Chief Financial Officer		Partner Partner			
Chief Financial Officer Vice President (Other)					
Chief Financial Officer Vice President (Other) Do you have an equity	interest in the busin	ess submitting the questio	nnaire?		
Chief Financial Officer Vice President (Other) Do you have an equity YES X NO		ess submitting the questio	ennaire?		
Chief Financial Officer Vice President (Other) Do you have an equity	interest in the busin	ess submitting the questio	onnaire?		
Chief Financial Officer Vice President (Other) Do you have an equity YES X NO	interest in the busin	ess submitting the questio	onnaire?		
Chief Financial Officer Vice President (Other) Do you have an equity YES X NO	interest in the busin	ess submitting the questio	onnaire?		
Chief Financial Officer Vice President (Other) Do you have an equity YES X NO 50 % ownership	interest in the busin	ess submitting the questio		lease or any other ty	rpe of
Chief Financial Officer Vice President (Other) Do you have an equity YES X NO 50 % ownership Are there any outstand	interest in the busin If Yes, provid	ess submitting the questio	curity or		
Chief Financial Officer Vice President (Other) Do you have an equity YES X NO 50 % ownership Are there any outstand contribution made in w	interest in the busin If Yes, provid ing loans, guaranter hole or in part betwe	ess submitting the question de details. es or any other form of section you and the business s	curity or		
Chief Financial Officer Vice President (Other) Do you have an equity YES X NO 50 % ownership Are there any outstand	interest in the busin If Yes, provid ing loans, guaranter hole or in part betwe	ess submitting the question de details. es or any other form of section you and the business s	curity or		
Chief Financial Officer Vice President (Other) Do you have an equity YES X NO 50 % ownership Are there any outstand contribution made in w	interest in the busin If Yes, provid ing loans, guaranter hole or in part betwe	ess submitting the question de details. es or any other form of section you and the business s	curity or		
Chief Financial Officer Vice President (Other) Do you have an equity YES X NO 50 % ownership Are there any outstand contribution made in w	interest in the busin If Yes, provid ing loans, guaranter hole or in part betwe	ess submitting the question de details. es or any other form of section you and the business s	curity or		
Chief Financial Officer Vice President (Other) Do you have an equity YES X NO 50 % ownership Are there any outstand contribution made in w YES NO	interest in the busin If Yes, providing loans, guaranter hole or in part between X If Yes, provid	ess submitting the question de details. es or any other form of section you and the business s	curity or submittir	ng the questionnaire	?

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YES	ears while you were a principal owner or officer? NO X If Yes, provide details.
1 1 1	Tho A in res, provide details.
L	
t of an	affirmative answer is required below whether the sanction arose automatically, by operation of law, or as y action taken by a government agency. Provide a detailed response to all questions checked "YES". If y space, photocopy the appropriate page and attach it to the questionnaire.
	ne past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section hich you have been a principal owner or officer:
a.	Been debarred by any government agency from entering into contracts with that agency?
	YES NO X If yes, provide an explanation of the circumstances and corrective action
	taken.
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts
	cancelled for cause?
	YES NO X If yes, provide an explanation of the circumstances and corrective action
	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 X If yes, provide an explanation of the circumstances and corrective action taken.
	tanon.
,	
d.	Been suspended by any government agency from entering into any contract with it; and/or is any acti pending that could formally debar or otherwise affect such business's ability to bid or propose on
	contract?
	YES NO X If yes, provide an explanation of the circumstances and corrective action

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?

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<u> </u>	tionnaire.)
a.	ls there any felony charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you? YES NO X 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 crin an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NOX If yes, provide an explanation of the circumstances and corrective action taken.
е.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
f.	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO X If yes, provide an explanation of the circumstances and corrective 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?

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to Que type of	stion 5, bee investigatio	n the subj n by any (ect of a criminal in	vestigation and/or a civ cy, including but not limi	siness or organization listed in il anti-trust investigation and/c ted to federal, state, and local	or any otl
YES	NO	X	→ '		cumstances and corrective act	tion take
had an	y sanction in held?	mposed a	s a result of judicia	al or administrative proc	ousiness listed in response to eeedings with respect to any p	rofessior
had an	y sanction in	mposed a	s a result of judicia	al or administrative proc		rofessior
had an	y sanction in held?	mposed a	s a result of judicia	al or administrative proc	eedings with respect to any p	rofessio

Page **4** of **5**

I, Joseph Leone	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form m	
any affiliated entities non-responsible, and, in addition, may	subject me to criminal charges.
I, Joseph Leone Items contained in this form; that I supplied full and compleknowledge, information and belief; that I will notify the Courafter the submission of this form; and that all information suinformation and belief. I understand that the County will relyinducement to enter into a contract with the submitting business.	nty in writing of any change in circumstances occurring upplied by me is true to the best of my knowledge, on the information supplied in this form as additional
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FR	AUDULENTLY MADE IN CONNECTION WITH THIS
QUESTIONNAIRE MAY RESULT IN RENDERING THE SI	
WITH RESPECT TO THE PRESENT BID OR FUTURE BII	
MAKING THE FALSE STATEMENT TO CRIMINAL CHAR	GES.
National Waste Services LLC	
Name of submitting business	
Electronically signed and certified at the date and time indi	cated by:
Joseph Leone [JGLEONE@NWS-NY.COM]	
050	
CEO Title	
TILLE	
08/31/2020 03:31:03 PM	
Date	

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

Name of the Entity: National Waste	Services LLC			
Address: 1 Jem Court				
City: Bay Shore	State/Province/Territory:	NY	Zip/Postal Code:	11706
Country: US				
2. Entity's Vendor Identification Number:	522304567			
3. Type of Business: Ltd. Liability Co	(specify)			
4. List names and addresses of all princip body, all partners and limited partners, all officers of limited liability companies (attac	corporate officers, all partie	s of Joint Venture	d of Directors or co s, and all members	emparable s and
1 File(s) uploaded Officers.docx				
No principals have been attached to this form	7.			
 List names and addresses of all sharehindividual, list the individual shareholders/ 10K in lieu of completing this section. If none, explain. 	partners/members. If a Pub	rs of the firm. If the licly held Corporat	e shareholder is no tion, include a copy	ot an of the
Joseph Leone 10 Libby Dr, Glen Cove, N Richard Leone 143 Kilburn Rd Garden Ci				1
No shareholders, members, or partners have 6. List all affiliated and related companies "None"). Attach a separate disclosure for performance of this contract. Such disclose previously disclosed that participate in the	and their relationship to the m for each affiliated or subsi sure shall be updated to incle performance of the contrac	diary company the ude affillated or su st.	at may take part in ubsidiary companie	the
Try Recycling Services LLC - Transfer Sta	ation-they will not be perform	ning any services	for this contract.	
7. List all lobbyists whose services were uniform." The term "lobbyist" means any art to influence - or promote a matter before legislators or committees, including but not commission. Such matters include, but a property subject to County regulation, proferable, counsel or agent of the County	nd every person or organiza - Nassau County, its agencient of limited to the Open Space re not limited to, requests fo ocurements. The term "lobby	tion retained, emp es, boards, comm e and Parks Adviso r proposals, devel rist" does not inclu	oloyed or designate issions, departmen ory Committee and lopment or improve ide any officer, dire	d by any client It heads, Planning ment of real ctor, trustee.
Are there lobbyists involved YES NO X				
(a) Name, title, business ac none	ddress and telephone numb	er of lobbyist(s):	7-7-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	
(b) Describe lobbying activ	ity of each lobbyist. See bel	ow for a complete	description of lobb	ying activities.

Page 1 of 3

Joseph Leone – CEO 10 Libby Drive Glen Cove, NY 11542

Richard Leone- COO 143 Kilburn Road Garden City, NY 11530

none
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New
York State):
none

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:

Virginia Marciano [VIRGINIA@NWS-NY.COM]

Dated:

09/02/2020 01:03:49 PM

Title:

Office 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.

Joseph Leone – CEO 10 Libby Drive Glen Cove, NY 11542

Richard Leone- COO 143 Kilburn Road Garden City, NY 11530

FORMAL SEALED BID PROPOSAL



STATE OF NEW YORK

COUNTY OF NASSAU

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

- NOON & 1 PM - 4:45 P

TELEPHONE 516-571-7720 BID NUMBER 91027-04300-060

Dated: Ad. 04/09/2020

BID OPENING DATE April 30, 2020 11:00 A.M. E.S.T.

REQUISITION NUMBER PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

— **M**AY 1 4 2020

BID TITLE:

BUYER

Timothy Funaro

Rubbish Refuse and Debris Removal Services

• ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED PENED 11 AM

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

CASH DISCOUNT OF

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

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

DELIVERY MADE TO:

Various Nassau County Locations

GUARANTEED DELIVERY DATE

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER 52-2304567

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER National Wash	· Services Li	LC	
ADDRESS 1 Jem Court			
CITY Bay Shore	STATE M	ZIP CODE //706	TELEPHONE 631-242-0300
SIGNATURE OF AUTHORIZED INDIVIDUAL		Joseph Leons PRINT OR TYPE NAI	CEO ME OF SIGNER AND TITLE

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

BID TERMS AND CONDITIONS

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

- 6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
- 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 the bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
- The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
- Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
- 11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director have 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.
- 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.
- 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. Nonnal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
- 22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- h) That all deliveries will not be inferior to the accepted bid sample.
- 23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
- 24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
- 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.

DISCLOSURE STATEMENT

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

	Name: National Waste Services LLC
Addres	s: 1 Jem Court, Bay Shove, M 11706
Telepho	one No: 631-242-0300 Fax No: 631-242-9023
1. Stat	re Whether: A Corporation X LLC
	Individual
	Partnership
	GUIDELINES FOR DISCLOSURE
MUST E	ASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A THE 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: *IN TH NECES:	IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY. E CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT SARY.

FORMAL SEALED BID PROPOSAL 91027-04300-060

TITLE

BIDDER'S NAME:	National Wa	QUALIFICATIONS sk Services LLC	TATEMENT		
ADDRESS: 1 Jew		hore, NY 11706			-
	ı		OIVIDUAL	PARTNERSHIP	Lic_x
PRESIDENT Josep VICE PRESIDENT	h Leone 10 Lil CEO/Member 1rd Leone 143 Ki	PLIST NAME(S) AND ADE oby Dr., Glen Cove, , Iburn Rd, Garden City,	NY 11542		
3. HAVE YOU FILED IF SO WHEN?	A QUALIFICATION S	TATEMENT WITH THE CO	OUNTY OF NASSAU?	No	-
5. HAVE YOU, OR YOU IF SO, WHERE AN	OUR FIRM, EVER FAII ND WHY? LINES OF BUSINESS	LED TO COMPLETE ANY V	WORK AWARDED TO YO	ENT NAME? 19 NO NO Rewaling Services LLC	- - -
Pine Aire Real 7. WHAT IS THE EX THIS BID?		NINCIPAL INDIVIDUALS (DF YOUR ORGANIZATION	N RELATING TO THE SUB	SJECT OF
INDIVIDUALS NAME	PRESENT POSITION See attack	EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY	
8. IN WHAT MANNE	R HAVE YOU INSPEC	TED THIS PROPOSED WO	DRK? EXPLAIN IN DETA	TL	-
ALL BIDS MUST BE F	$//\ll$	ID INCLUDE DELIVERY WIT	HIN DOORS UNLESS OTHE	RWISE SPECIFIED.	-

4

BIDDER

FORMAL SEALED BID PROPOSAL 91027-04300-060

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
Carl Esposito - General Manager.
10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE,
REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.
NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.
1. REFERENCE'S NAME: LIRR
ADDRESS: 93-59 183rd Street
Hollis, NY 11438
TELEPHONE: 118-558-3160 CONTACT PERSON Mary Gandolfo CONTRACT DATE: 1/1/19 - present.
2. REFERENCE'S NAME: South Huntington UFSD
ADDRESS: 60 Weston Street
Huntington Station, NY 11746
TELEPHONE: 131-8/2-3025 CONTACT PERSON Sheila Buhse CONTRACT DATE: 7/1/2-7
CONTRACT DATE: 7/1/16 - Present
3. REFERENCE'S NAME: Commack Union Free School District
ADDRESS: P.O. Box 150
Commack, M 11725
TELEPHONE:
7/1/17 - Present
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE BIDDER TITLE

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 91027-04300-060

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITH	IN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	CEO
BIDDER	TITLE

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

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

PLEASE CHECK ONE:			
<u> </u>	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	t en		
	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 a signed statement setting forth in detail why I cannot so certify.	tached a	
Dated:	ed: 4/20/20 (Signature of Bidder) Print Name: 1050 ph (e)	Ne	
	Print Title:		

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN D	OORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	CEO
BIDDER	TITLE

FORMAL SEALED BID PROPOSAL 91027-04300-060

- (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, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not

ALL BIDS MUST BE F.O.B. DESTANATION AND INCLUDE DELIVERY WITH	IN DOORS UNLESS OTHERWISE SPECIFIED.
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BIDDER	TITLE

FORMAL SEALED BID PROPOSAL 91027-04300-060

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 (!) of these rules.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOC	ORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	CEO
BIDDER 10	TITLE

FORMAL SEALED BID PROPOSAL 91027-04300-060

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.

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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN D	OORS UNLESS OTHERWISE SPECIFIED.
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BIDDER	TITLE
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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, <u>provided, however</u>, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and <u>provided, further</u>, 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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN	DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	CEO
BIDDER 12	TITLE

REQUIRED VENDOR DISCLOSURE FORMS

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

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

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

PLEASE NOTE:

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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN	DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	CEO
Btdder	TITLE

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 **Rubbish Refuse and Debris Removal 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 listed herein 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.

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 in 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 rebid.

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:

strictly enforced. Must	be made within 15 days A/R/O unless st	tated otherwise below:	•
Delivery to be made	10	Days A/R/O.	
Purchase Order(s) from Purchase Order and Dire Bidders agree that all or	a using agency authorized to use the B ect Purchase Order shall indicate the de ders shall be effective and binding upor	r, or in the case of a Blanket Order, upon in Blanket Order which will be issued to the signification address. Inside delivery is requing the contractor when PLACED IN THE MARE ORDER TO MIDNIGHT OF THE FIN	uccessful bidder. Ired on all deliveries. ALL addressed to the
INSPECTION: Bidders	should be aware of Inspection and Del	livery requirements as stipulated.	
	de on County claim forms or Certified Ir made against applicable Purchase Orde	nvoices to the individual using County Age er(s) or Direct Purchase Order(s).	ency upon
	NO PARTIAL PAYME	NTS WILL BE PAID.	
IF A CLAIM VOUCHER IS !	**************************************	CERTIFICATION************************************	ICE;
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FORMAL SEALED BID PROPOSAL 91027-04300-060

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.
Joseph levie 4/20/20
CLAIMANT NAME DATE
CFD
BY (SIGNATURE) TITLE
*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**
Vendors may download claim form NIFS560 at the following URL:
http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf
PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:
I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.
closeph leone 4/20/20
Claimant Name Date
$\mathcal{L}_{\mathcal{A}}$
By Signature Title
CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.
Vendors may download claim form NIFS560 at the following URL:
http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf
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.
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

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stated in the Purchase or Blanket Order.

FORMAL SEALED BID PROPOSAL 91027-04300-060

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: 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: **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. **REDUCTION IN PRICES:** If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions. **PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) after the bid opening. STATE PRICE PROTECTION PERIOD: DAYS AFTER BID OPENING **EXTENSION OF PRICE:** It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders. davs. **SPECIFICATIONS:** Submit complete specifications and Illustrations of products offered with the bid. Acceptance of a bid

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

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

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rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

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

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

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FORMAL SEALED BID PROPOSAL 91027-04300-060

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

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

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage. Bidder shall list below the Insurance Company(s) holding the following documents: A) Certificate of Insurance name the County of Nassau as co-insured: Or B) Certificate of Insurance with indemnification agreement (hold harmless clause):
INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.
The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
PRODUCT LIABILITY INSURANCE : The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

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

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

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.

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.

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 his 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.

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NOTICE

READ THIS PAGE OF THE BID CAREFULLY

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

RIGHT TO KNOW LAW AND "OSHA"

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

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

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

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NAS	SSAU COUNTY NOTICE, AND FURTHER DO NOT CONTAIN ANY TOXIC SUB	
Signature	CED	<u>4/2e/2e</u> Date

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FORMAL SEALED BID PROPOSAL 91027-04300-060

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

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

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

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

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

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder 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]

	L		
Subscribed to under pen	alty of perjury under the laws of the State of New	/ York,	
this	day of	, 20	as the act and deed of said Corporation or Partnership
Identifying Data:			
Potential Contractor	" National Wash Service	es LLC	
Address: 1	Jem Court		
Street:			
City, Town, etc:	Bay Shore , M C31-242-0300	11706	
Telephone:	C31-242-0300	Title	:
If applicable, respo	nsible Corporate Officer		
Name	toseph leave	Title	e CED
Signature:			Sign Here
FAILURE T			OPRIATE PLACE SHALL RESULT IN
	AUTOMATIC RE	JECTION OF T	HE BID.
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GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

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

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

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

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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. <u>Awarded</u>. "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. <u>County Service Contract</u>. "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. <u>County Financial Assistance</u>. "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. <u>Employee and Employer</u>.
- 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. <u>Renewals and Extensions</u>. 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. <u>County Leases</u>. 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.
- 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.

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- b. <u>Request for a Waiver</u> 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

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)

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FORMAL SEALED BID PROPOSAL 91027-04300-060

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.
- 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 – 4th Floor Mineola, New York 11501

c. Waiver and Procurement

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- 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.
- b. <u>County Financial Assistance Agreements and County Leases</u>. 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

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FORMAL SEALED BID PROPOSAL 91027-04300-060

- 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"

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

The chief executive officer of the Contractor is:

Joseph Leone	(Name)
10. Libby Dr, Glen Cove, NY 11542	(Address)
631-242-0300	(Telephone Number)

The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

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FORMAL SEALED BID PROPOSAL 91027-04300-060

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County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

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FORMAL SEALED BID PROPOSAL 91027-04300-060

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Dated		

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

 \mathcal{W}_{α} day of

2000

Notary Public

LORI L. McNULTY
NOTARY PUBLIC, State of New York
No. 4921494, Suffolk County
Commission Expires February 22, 2022

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FORMAL SEALED BID PROPOSAL 91027-04300-060

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. Payroli Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.
- iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.
- iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

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

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

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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.

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

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

for an appointment to visit the site.

Note to all vendors this is a two-part bid part one is for rubbish, refuse and recycling removal services, part two is for emergency non-storm debris disposal. Bidders can bid on both parts or on one part.

Part I Rubbish, Refuse and Recycling Removal Services

Approximate yearly usage \$3,000,000.00

RUBBISH, REFUSE AND RECYCLING MATERIALS REMOVAL INTRODUCTION

NASSAU COUNTY SEEKS TO RETAIN THE SERVICES OF A CONTRACTOR TO PROVIDE RUBBISH, RUFUSE AND RECYCLING MATERIALS COLLECTION SERVICES AT NASSAU COUNTY FACILITIES. THE CONTRACT IS STRUCTURED SUCH THAT THE CONTRACTOR PAYMENT WILL BE BASED ON THE COLLECTION OF RUBBISH AND REFUSE, AND THERE WILL BE NO ADDITIONAL COST FOR THE COLLECTION OF RECYCLING MATERIALS, INCLUDING PROVISION OF RECYCLING MATERIAL CONTAINERS/DUMPSTERS WHERE SPECIFIED. A DESCRIPTION OF NASSAU COUNTY'S CURRENT AND PLANNED RECYCLING PROGRAM, TOGETHER WITH A DESCRIPTION OF THE RUBBISH, REFUSE AND RECYCLING MATERIALS COLLECTION AND DISPOSAL SCOPE OF THE SERVICES IS PROVIDED ON THE FOLLOWING PAGES OF SCOPE OF SERVICES.

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SCOPE OF SERVICES

RUBBISH, REFUSE AND RECYCLING MATERIAL REMOVAL

- a. THE CONTRACTOR SHALL PROVIDE THE REQUIRED SERVICES AND SHALL PAY ALL COSTS, INCLUDING TIPPING FEES, FOR THE STORAGE, HANDLING, REMOVAL, TRANSPORT AND DISPOSAL OF RUBBISH AND REFUSE COLLECTED FROM VARIOUS FACILITY LOCATIONS.
- b. THE CONTRACTOR SHALL PROVIDE THE REQUIRED SERVICES AND SHALL PAY ALL COSTS FOR THE HANDLIN REMOVAL, TRANSPORT AND PROCESSING OF RECYCLABLE MATERIALS WHICH MAY INCLUDE MIXED PAPER, COMMINGLED BEVERAGE CONTAINERS AND CARDBOARD GENERATED AT VARIOUS NASSAU COUNTY GOVERNMENT FACILITY LOCATIONS. LOCATIONS THAT MAY USE RECYLCINGSERVICES:

EXECUTIVE AND LEGISLATIVE BLDG. - 1550 FRANKLIN AVE. MINEOLA NASSAU COUNTY OFFICE BLDG. - 1 WEST ST., MINEOLA NASSAU COUNTY OFFICE BLDG. - 240 OLD COUNTRY ROAD, MINEOLA NASSAU COUTNY OFFICE BLDG. - 100, 200, 400 COUNTY SEAT DR., MINEOLA NCPD HEADQUARTERS - 1490 FRANKLIN AVE., MINEOLA, NY

NASSAU COUNTY FACILITIES MGMT BLDG. ADMINISTRATION BLDG. EISENHOWER PARK, EAST MEADOW NASSAU COUNTY CORRECTIONAL CENTER 100 CARMEN AVENUE, EAST MEADOW NASSAU COUNTY COMMUNITY COLLEGE STEWART AVE, GARDEN CITY NASSAU COUNTY DPW 1194 PROSPECT AVE, WESTBURY

NASSAU COUNTY RESERVES THE RIGHT TO INITIATE RECYCLING REMOVAL SERVICES FOR NONE, SOME OR ALL OF THE FACILITIES LISTED OR TO ADD ADDITIONAL NASSAU COUNTY GOVERNMENT LOCATIONS.

RECYCLING P/U SERVICES SHALL BE PROVIDED AT <u>SPECIFIED COSTS</u> TO NASSAU COUNTY. <u>THE RUBBISH AND</u> REFUSE REMOVAL PRICE SHALL BE THE SOLE BASIS FOR CHARGES TO NASSAU COUNTY.

- c. <u>DEFINITIONS OF MATERIALS TO BE RECYCLED:</u>
 - MIXED PAPER INCLUDES COMPUTER PAPER, COLOR PAPER, SHREDDED PAPER, NEWSPAPER, MAGAZINES, JUNK MAIL, WINDOWED ENVELOPES, SOFT COVER BOOKS, FAX PAPER, LETTERHEAD, STATIONARY, NOTEBOOD PAPER, MANILA FOLDERS, POST-IT NOTES, WHITE AND COLOR BOND PAPER, BROCHURES AND COLOR TABLET PAPER. \$ 55.00 PICK UP COST PER LOCATION IF OFFICIAL BOARD MARKET (PUBLICATION) IS AT OR BELOW \$ 55.00 PER TON.
 - COMMINGLED BEVERAGE CONTAINERS INCLUDE CLEAR GLASS BOTTLES, PLASTIC BOTTLES, ALUMINUM CANS AND STEEL CANS. \$ くら、のひ PICK UP COST PER LOCATION
 - CARDBOARD IS CORRUGATED AND FLATTENED. (COST INCLUDED WITH MIXED PAPER

 ABOVE IF SINGLE STREAM METHOD IS CHOSEN, \$__N/A___PICK UP COST PER LOCATION
- d. THE COUNTY RESERVES THE RIGHT TO ADD OR DELETE FACILITIES FROM THE CONTRACT. CONTRACTOR SHALL BE PROVIDED WITH TWO (2) WEEKS NOTICE OF CHANGE OF FACILITY.
- e. THE COUNTY RESERVES THE RIGHT TO CHANGE THE NUMBER AND SIZE OF CONTAINERS AND FREQUENCY O P/U'S OR CHANGE FROM A REGULAR P/U FREQUENCY TO AN ON-DEMAND SERVICE. CONTRACTOR SHALL BE PROVIDED WITH TWO (2) WEEKS NOTICE OF CHANGE IN P/U'S. IF THERE SHOULD BE A SIGNIFICANT CHANGE IN THE QUANTITY OF RECYCLABLE MATERIALS GENERATED AT A GIVEN FACILITY, THE CONTRACTOR AND NASSAU COUNTY SHALL NEGOTIATE A REASONABLE P/U SCHEDULE WHICH IS MUTUALLY AGREEABLE TO BOTH THE COUNTY AND THE CONTRACTOR.

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SCOPE OF SERVICES

RUBBISH, REFUSE AND RECYCLING MATERIAL REMOVAL

- f. INVOICES SHALL BE ADJUSTED BASED ON THE FEE PER CUBIC YARD (PLUS SPECIAL PRICING -SEE PRICING PAGES)
- g. MISSED P/U'S WILL BE DEDUCTED FROM INVOICES.
- h. The disposal fee in the bid shall be equal to the tipping fee imposed at the point of refuse disposal. If this charge increases at some future date during the contract period, the county will permit the contractor to claim an amount equal to the increase in the disposal fee. If this charge decreases at some future date during the contract period, the county reserves the right to claim an amount equal to the decrease in the disposal fee. Adjustments in the disposal fee, if necessary, shall be made annually on the anniversary date of the contract with the approval of the county.
- i. ALL 64 GALLON CONTAINERS WILL BE 2-WHEELED TILT-TYPE CARTS WITH LIDS AND WILL BE PROVIDED BY THE COUNTY.
- j. CONTAINTERS FOR THE STORAGE OF CARDBOARD SHALL BE PROVIDED BY THE CONTRACTOR AT EACH FACILITY LOCATION AS INDICATED BY AN ASTERISK AND CLEARLY LABELED "CARDBOARD ONLY" IN LARGE STENCILEDLETTERING.
- k. THE CONTRACTOR SHALL ACCESS AND REMOVE THE RECYCLABLE MATERIALS FROM EACH FACILITY AS DIRECTED BY THE COUNTY. THE CONTRACTOR SHALL HAUL CONTAINERS FROM RECYCLING STORAGE AREAS OR STAGING AREAS, INSIDE OR OUTSIDE OF BUILDINGS AS DESIGNATED BY THE COUNTY TO THE CONTRACTOR'S HAULING TRUCK DURING COLLECTION.
- 1. THE CONTRACTOR SHALL PROVIDE COVERED CONTAINERS FOR ALL ITEMS REQUESTED BY USING AGENCY.
- m. THE COUNTY MAY SUPPLY 4-YARD TOWABLE CONTAINERS IN PARK SITES AS AVAILABLE.
- n. UNLESS OTHERWISE STATED, IF P/U IS TO BE 1 TIME A WEEK, IT SHALL BE ON FRIDAY. IF P/U'S ARE TO BE 2 TIMES PER WEEK, THEY SHALL BE ON TUESDAY AND FRIDAY. IF P/U'S ARE 3 TIMES A WEEK, THEY SHALL BE ON MONDAY, WEDNESDAY AND FRIDAY. IF P/U'S ARE TO BE 5 TIMES A WEEK, THEY SHALL BE MONDAY, TUESDAY, WEDNESDAY, THURSDAY AND FRIDAY.
- O. "OD" REFERES TO ON-DEMAND. FOR THOSE FACILITIES DESIGNATED FOR OD SERVICE, THE CONTRACTOR SHALL P/U WITHIN 24 HOURS OF NOTIFICAITON.
- p. THE CONTRACTOR SHALL PROVIDE UPON REQUEST BY THE COUNTY, ADDITIONAL CONTAINERS TO BE SPOT LOCATED BY THE COUNTY TO RECEIVE REFUSE AND RUBBISH FOR TEMPORARY ACTIVITIES, SUCH AS SPRING CLEANING, SPECIAL EVENTS, ETC. THERE SHALL BE NO TIME LIMIT FOR THE COUNTY'S USE OF THE CONTAINERS. THE COUNTY WILL PROVIDE 72 HOURS NOTICE TO PROVIDE ADDITIONAL CONTAINERS.

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SCOPE OF SERVICES (CONTINUED) RUBBISH, REFUSE AND

RECYCLING MATERIAL REMOVAL

- q. THE CONTRACTOR SHALL PROVIDE UPON REQUEST BY THE COUNTY, ADDITIONAL CONTAINERS TO BE SPOT LOCATED AS DIRECTED BY THE COUNTY TO RECEIVE RECYCLABLE MATERIAL FROM TEMPORARY ACTIVITIES, SUCH AS SPRING CLEANING, FILE PURGING SPECIAL EVENTS, ETC. THERE SHALL BE NO TIME LIMIT FOR THE COUNTY'S USE OF THE ADDITIONAL CONTAINERS. THERE SHALL BE NO CHARGE FOR PROVISION OF ADDITIONAL RECYCLING CONTAINERS. CONTRACTOR SHALL BE PROVIDED WITH 72 HOURS NOTICE TO PROVIDE ADDITIONAL CONTAINERS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER OPERATION AND CONDITION OF ALL CONTRACTOR PROVIDED CONTAINERS. ALL CONTAINERS SHALL BE KEPT CLEAN AND SIGHTLY AT ALL TIMES, FREE OF EXCESSIVE REFUSE AND DEBRIS. THE CONTAINER CAPACITY IN CU. YDS. SHALL BE CLEARLY IDENTIFIED ON 2 SIDES OF THE CONTAINERS. COVERS ARE TO BE CLOSED AND SECURED AFTER EACHCOLLECTION.
- S. ALL CONTAINERS PROVIDED BY THE CONTRACTOR SHALL BE LIQUID LEAK PROOF AND INSPECTED FOR DAMAGE ON A REGULAR BASIS. IF THE IMMEDIATE AREA OF THE CONTAINER LOCATION BECOMES SOILED OR REQUIRES CLEANING BECAUSE OF THE CONTRACTOR'S EQUIPMENT OR IMPROPER P/U OR HANDLING, THE CONTRACTOR SHALL CLEAN THE AREA AT IS SOLE COST AND EXPENSE. IF THE CONTRACTOR FAILS TO CLEAN THE AREA WITH 24 HOURS OF NOTIFICATION, A CHARGEBACK FOR CLEAN UP SERVICES WILL BE DEDUCTED FROM PAYMENTS.
- t. IN THE EVENT OF A DAMAGED OR LEAKING CONTRACTOR PROVIDED CONTAINER, THE CONTRACTOR SHALL PROVIDE AN EQUAL REPLACEMENT WITH 24 HOURS OF NOTIFICATION AND PERFORM ALL NECESSARY CLEAN-UP IMMEDIATELY UPON NOTIFICATION.
- U. CONTRACTOR EMPLOYEES WHILE ON SERVICE CALL SHALL CARRY AN ID BADGE OR CARD AND SHALL BE INSTRUCTED TO SUBMIT SAME UPON REQUEST BY NASSAU COUNTY SECURITY OR SUPERVISORY PERSONNEL.
- V. ESTIMATED QUANTITIES, WHERE PROVIDED, ARE APPROXIMATE AND ARE FOR THE PURPOSE OF EVALUATIN THE BIDS ONLY.
- W. THE CONTRACTOR SHALL P/U RUBBISH AND REFUSE AND RECYCLING MATERIALS PRIOR TO 8 AM UNLESS OTHERWISE APPROVED BY NASSAU COUNTY FACILITIES MANAGEMENT OR THE DESIGNATED NASSAU COUNTY REPRESENTATIVE.
- X. INVOICES: IN ADDITION TO ANY OTHER BILL PAYING PROCEDURES SPECIFIED BY THE COUNTY, CERTIFIED INVOICES SHALL BE SUBMITTED ON A MONTHLY BASIS. INVOICES SHALLINGLUDE:
- a. ALL CHARGES SHALL BE RENDERED ON EACH INVOICE IN DETAIL.
- b. THE TOTAL # OF CONTAINER CUBIC YEARS PICKED UP PER MONTH FROM EACH FACILITY FOR ALL ITEMS IN THE BID SCHEDULE.
- C. ON EACH INVOICE, THE CONTRACTOR SHALL SUBMIT A CLAIM CERTIFICATION SIGNED BY THE PRESIDENT O THE CONTRACTING COMPANY WHICH MUST APPEAR ON THE INVOICE AS FOLLOWS:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM THAT THE PRICES CHARGED ARE IN AGREEMENT WITH THE REFERENCE 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 TH COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME TITLE SIGNATURE DATE

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FORMAL SEALED BID PROPOSAL 91027-04300-060

SCOPE OF SERVICES (CONTINUED) RUBBISH, REFUSE AND

RECYCLING MATERIAL REMOVAL

y. BILLING ADDRESSES WILL BE INCLUDED IN THE AWARD WINNING VENDOR'S CONTRACT. THE CURRENT BILLING ADDRESSES ARE AS FOLLOWS:

A: FACILITIES MAINTENANCE BLDG. -- EISENHOWER PARK, EAST MEADOW, NY 11554
B: NASSAU COUNTY DEPT. OF PARKS- PROCUREMENT OFFICE, EISENHOWER PARK, EAST MEADOW, NY 11554 C: NASSAU COUNTY HWY
AND BRIDGE MAINT. UNIT, ACCOUNT PAYABLE -- 170 CANTIAGUE ROCK RD,
HICKSVILLE, NY 11801

D: NASSAU COUNTY DEPARTMENT OF HEALTH, 209 MAIN STREET, HEMPSTEAD NY 11550 E: NASSAU COMMUNITY COLLEGE, 1 EDUCATION DRIVE, GARDEN CITY, NY 11530

F: NASSAU COUNTY CC - CS1073, HICKSVILLE, NY 11802

- z. INVOICES NOT PROPERLY COMPLETED AND CERTIFIED WILL BE RETURNED TO THE CONTRACTOR UNPAID.
- AB. THE CONTRACTOR SHALL PROVIDE THE COUNTY WITH THE NAMES AND ADDRESS OF THE DISPOSAL FACILITY/FACILITIES AT WHICH COUNTY GENERATED REFUSE AND RUBBISH WILL BE DISPOSED. THE CONTRACTOR SHALL ALSO PROVIDE THE COUNTY WITH THE NAMES AND ADDRESSES OF THE RECYCLING FACILITY/FACILITIES AT WHICH COUNTY GENERATED RECYCLING MATERIAL WILL BE PROCESSED. DISPOSAL FACILITIES SHALL BE PROPERLY PERMITTED BY THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR OTHER APPROPRIATE REGULATORY IF NOT LOCATED IN NYS, TO ACCEPT AND DISPOSE REFUSE AND RUBBISH. RECYCLING FACILITIES SHALL BE PROPERLY PERMITTED BY THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION OR OTHER APPROPRIATE REGULATORY AGENCY IF NOT LOCATED IN NYS, TO ACCEPT AND PROCESS RECYCLABLE MATERIAL.

NOTE: AWARD WINNING VENDOR WILL HAVE THE OPPORTUNITY TO MEET WITH NASSAU COUNTY DPW REPRESENTATIVES TO DISCUSS ALL DETAILS OF THEIR BLANKET ORDER CONTRACT.

NOTE:

THE CONTRACTOR SHALL PROVIDE THE COUNTY WITH THE NAMES AND ADDRESS OF THE DISPOSAL FACILITY/FACILITIES AT WHICH COUNTY GENERATED REFUSE AND RUBBISH WILL BE DISPOSED. THE CONTRACTOR SHALL ALSO PROVIDE THE COUNTY WITH THE NAMES AND ADDRESSES OF THE RECYCLING FACILITIES AT WHICH COUNTY GENERATED RECYCLING MATERIAL WILL BE PROCESSED. DISPOSAL FACILITIES SHALL BE PROPERLY PERMITTED BY THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR OTHER APPROPRIATE REGULATORY IF NOT LOCATED IN NYS, TO ACCEPT AND DISPOSE REFUSE AND RUBBISH. RECYCLING FACILITIES SHALL BE PROPERLY PERMITTED BY THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION OR OTHER APPROPRIATE REGULATORY AGENCY IF NOT LOCATED IN NYS, TO ACCEPT AND PROCESS RECYCLABLE MATERIAL.

PLEASE STATE FACILITY(S) AT WHICH NASSAU COUNTY GENERATED RECYCLING REFUSE WILL BE DISPOSED

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PLEASE STATE FACILITY(S) AT WHICH NASSAU COUNTY GENERATED RUBBISH AND REFUSE WILL BE
DISPOSED:
IN RECYCLIA JENIE UL
135 South Second St, Bay Shore, M. 1170b
NOTE:
SEE THE FOLLOWING PAGES FOR NASSAU COUNTY LOCATIONS INCLUDED IN THIS BID.

THE COUNTY RESERVES THE RIGHT TO ADD OR DELETE FACILITIES FROM THE AWARD WINNING VENDORS CONTRACT. CONTRACTOR SHALL BE PROVIDED WITH TWO (2) WEEKS NOTICE OF CHANGE OF FACILITY.

RUBBISH REMOVAL LOCATIONS:

(THE COUNTY RESERVES THE RIGHT TO ADD OR DELETE FACILITIES FROM THE AWARD WINNING VENDORS CONTRACT.

CONTRACTOR SHALL BE PROVIDED WITH TWO (2) WEEKS NOTICE OF CHANGE OF FACILITY.)

	Facility Code	Facility Name	Bill type	# of	P/U per	container
	*			Containers	Week	size
		101 County Seat				
Suspend	1004	Drive	Α			
		Exec Office Bldg, West				
	. 1003	Street Mineola	Α	1	5	6
		NC Office Bldg. 240				
	1001	OCR Mineola	А	2	5	8
	1006	Adm Bldg 400 CSD	А	1	5	8
		Maint Bldg/Con				
	4113	Affairs 200 CSD	A	1	5	8
	1010	100 CSD Mineola	Α	1	5	6
		1194 Prospect				
	1002	Avenue Westbury	Α	1	5	8
		1194 Prospect Avenue				
		Traffic Signal Shop	1			
	1002	(rear of	A	1	1	6
·	a sala a sala	building)	ļ			
		100 Supreme Court				
	2003	Dr Mineola	Α	1	. 5	8
	2002	272 OCR Mineola	A	1	5	6
	2002	252 OCR Mineola	А	1	5	6

ALL BIDS MUST BE F.O.B.	. DESTINATION	AND INCLUDE DELIVERY W	ITHIN DOORS UNLES	S OTHERWISE SPECIFIED.
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2004	99 Main Street Hempstead	A	1	5	8
2001	Family Court 1200 OCR Westbury	Α	1	3	6
1102	Medical Examiner NUMC Bldg R East Meadow	А	1	2	6
1007	JDC 61 Carmen Avenue Westbury	А	1	3	4
7001	Bethpage Sr. Cit. Ctr. 103 Grumman Road W Bethpage	A	1	1	4
3002	IT Data Center Hangar 7 Bldg 103 Grumman Road Bethpage	A	1	2	4
3001	Police HQ 1490 Franklin Avenue	Α	2	5	6
3514	NCPD 1st Precinct 900 Merrick Road Baldwin	А	1	6	6
3523	NCPD 2nd Precinct 7700 Jericho Tpke Woodbury	А	2	2	4
3533	NCPD 3rd Precinct Hillside avenue Williston Park	A	1	2	6
3545	NCPD 4th Precinct Bway and Sheridan Street Hewlett	А	1	2	6
3556	1655 5th Dutch Broadway Elmont	Α	1	2	8
3567	NCPD 6th Precinct 100 Community Drive Manhasset	A	1	2	6
3577	NCPD 7th Precinct 3636 Merrick Road Seaford	А	1	2	4
3584	NCPD 8th Precinct 286 wantagh	A	1	2	6
3002	Fleet Service Garage	A	1	1	4
3002	NCPD Aviation Services Hangar 7 103 Grumman Road West Bethpage	A	1	1	6
3005	NCPD Property Crimes Bldg 970 Brush Hollow Road Westbury	А	1	2	4

<u>ALL BIDS MUST BE F.O.</u>	B. DESTINATION AND	INCLUDE DELIVERY	WITHIN DOORS UNLESS	OTHERWISE SPECIFIED.
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	3010	NCPD Pistol Range Weir Street Hempstead	A	1	2	6
	3006	NCPD Tech Services Bureau Stables Park Blvd Eisenhower Park East Meadow	A	1	1	6
	3013	NCPD Hwy Patrol 1255 Newbridge Road N Bellmore	A	1	3	8
	3002	101 Grumman Road W Bethpage	A	2	1	8
suspended	1120	Police Academy - 2nd Avenue Massapequa	A	1	1	6
	3011	Marine Bureau - First of 1st Avenue Bay Park	A	1	1	8
	 4075	Fac Mgmt - Tech Svcs Bldg - Eisenhower Park East Meadow	A	1	1	6
	7004	Inwood Community Center 270 Lawrence Avenue Inwood	A	2	5	4
	8501	Bailey estates - W	В	1	1	4
	8501	Bailey estates - S	В	1	1	4
	8301	Eisenhower Aquatic	В	5	3	6
	8301	Eisenhower Aquatic - S	В	5	7	6
	8101	Eisenhower Park - W	В	13	3	4
	 8101	Eisenhower Park - S	В	13	7	4
	8316	Mitchell Athletic Complex - W	В	8	2	4
	8316	Mitchell Athletic Complex - S	В	8	7	4
	8403	Pks and Rec - Garvies Point - S	B	1	2	4
	 8403	Pks and Rec - Garvies Point - W	В	1	2	4
	 8305	Pks and Rec - Battle Row Campgrounds - S	В	1	2	4
	8305	Pks and Rec - Battle Row Campgrounds - W	В	1	2	4
	8318	Christopher Morley - W	В	6	2	4
	8318	Christopher Morley - S	В	6	6	4

	INCLUDE DELIVERY WITHIN DOORS UNI	

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8306	Cantiague Park - W	В	6	2	6
8306	Cantiague Park - S	В	6	6	6
	Pks and Rec			-	
8522	Welwyn Estates - W	В	1	2	4
	Pks and Rec				
8522	Welwyn Estates - S	В	1	3	4
	Pks and Rec Obvr Rest -				
8408	W	B .	2	2	4
	Pks and Rec Obvr	-			
8408	Rest - S	B .	2 .	6	4
	Pks and Rec				
8516	Muttontown	В	4	2	4
	Preserve - W				
	Pks and Rec				
8516	Muttontown	B	4	3	4
	Preserve - S				
0.504	Pks and Rec Cedarmere - W				_
8504	<u>- </u>	B	1	2	4
0504	Pks and Rec Cedarmere - S				l.
8504	Pks and Rec	B	I.	3 .	4
0324	Wantagh Park - W		1.0		
8324	.1	В	10	2	4
0224	Pks and Rec Wantagh Park - S		1.0		
8324	Pks and Rec Milburn	В	10	/	4
8309	Pond - W		2		
8309	Pks and Rec Milburn	В	3	<u> </u>	4
8309	Pond - S	m	2	-	,
0309	Pks and Rec Sands	В	<u> </u>	3	4
8411	Point - W	l B	2	2	4
0411	Pks and Rec Sands	В	<u> </u>	<u> </u>	*
8411	Point - S	B	2	6	à
0411	Pks and Rec Leeds	D	La		/ 1
8511	Pond - W	В	2	0	и
0311	Pks and Rec Leeds		7		<u> </u>
8511	Pond	В	3	3	4
007.1	Pks and Rec NC			<u> </u>	1
8402	Fine Arts Museum - W	B	3	2	4
	Pks and Rec NC				-
8407	Fine Arts Museum - S	В	3	3	4
	Pks and Rec Nassau	f	F		
8407	Hall - W	В	1	i ·	4
	Pks and Rec Nassau				-
8407	Hall - S	В	1	1	4
	Pks and Rec Nickerson	F			
8320	Beach - W (all p/u must	В	14	2	4
	be prior	· .		T	
	to 8am)		1		

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8320	Pks and Rec Nickerson Beach - S (all p/u must be prior to 8am)	В	14	7	4
8304	Pks and Rec Bay Park - W	В	5	3	4
8304	Pks and Rec Bay Park - S	В	. 5	5	4
8312	Pks and rec Grant Park - W	В	6	2	4
8312	Pks and rec Grant Park - S	В	6	3	4
8314	Pks and Rec Inwood Park - W	В	3	1	4
8314	Pks and Rec Inwood Park - S	В .	3	3	4
8321	Pks and Rec Woodmere Park - W	В	. 10	. 2	4
8321	Pks and Rec Woodmere Park - S	В	10	. 3	4
8309	Pks and Rec Cow Meadow Pk - W	В	4	2	4
8309	Pks and Rec Cow Meadow Pk - S	В	4	3	4
8520	Pks and Rec Takapausha Pk - W	В	1	3	4
8520	Takapausha Park - S	В	1.	5	4
8525	Pks and Rec Washington Avenue Park - W	В	1	2	6
8525	Pks and Rec Washington Avenue Park - S	B	1	3	6
8323	Pks and Rec Rifle Range - W	В	2	2	4
8323	Pks and Rec - Rifle Range Uniondale - S	В	2	2	4
8307	Pks and Rec CC Park - W	В	6	3	4
8307	Pks and Rec CC Park - S	В	6	5	4
8322	Pks and Rec Rev Mackey Sr - W	В	5	2	4
8322	Pks and Rec Rev Mackey Sr - S	В	5	3	4

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	1	Dies and Dais	I	I	ı	[
	8308	Pks and Rec Centennial Park - W	B	1	2	4
	8308	Pks and Rec Centennial Park - S	В	1	3	4
	8492	Polaris field 3/1 to 11/1	В	2	1	4
Suspend	4161	Water Remediation Bldg 300 Winding Road Old Bethpage				
Suspend	4159	Purex Remediation Bldg 650 Commerical Avenue Garden City				
	4110	Public Works Manhasset Garage - 360 Bayview Avenue.	С	1	OD	6
:	4081	Public Works Hwy Div. 12 Morris Avenue Glen Cove	С	1	OD	6
	4089	Public Works Hempstead Garage	С	1	OD	6
	4093	Public Works Hicksville Garage	С	3	OD	6
	4114	Sign Shop - Buildng 17 West Road Garden City	С	1	OD	8
	4601	CCSTP Building K - Road Maint.	С	1	OD	6
	4509	BPSTP Road Maintenance building	С	1	OD	6
	1008	Dept of Health Lab 209 Main Street Hempstead	D	TBD		
	9001	NCC	E	TBD		
	9001	NCC	Е	TBD		
	9001	NCC	E	TBD		
	5003	NC Correctional Center	F	TBD		

ADDITIONAL ADDRESS

Carmen Ace. (Family Court Annex) 1Bin 6 YD 3 times weekly

PLEASE PROVIDE THE FORMULA YOU WILL USE TO CALCULATE THE MONTHLY CONTAINER COST BELOW:

Container Size × Quantity of Container X number of picks per week x 4.33 (weeks per month) X

dollars per yard = monthly cost

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHI	N DOORS UNLESS OTHERWISE SPECIFIED.
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BIDDER	TITLE
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Section	1:
PRICI	NG: (BASED ON THE SCOPE OF SERVICES AS OUTLINED ON THE PREVIOUS PAGES.)
1)	FOR ALL NASSAU COUNTY LOCATIONS WITHIN THE TOWN OF HEMPSTEAD:
	PICK-UP FEE PER CUBIC YARD \$ 6.00
	PLUS DISPOSAL FEE PER CUBIC YARD + \$ 6.00
	FLOW CONTROL FEE PER CUBIC YARD \$ (IF APPLICABLE)
TOTA	L FEE PER CUBIC YARD \$ 12.00
2)	FOR ALL NASSAU COUNTY LOCATIONS WITHIN THE TOWN OF NORTH HEMPSTEAD:
	PICK -UP FEE PER CUBIC YARD \$
	PLUS DISPOSAL FEE PER CUBIC YARD + \$ 6.00
	FLOW CONTROL FEE PER CUBIC YARD \$ (IF APPLICABLE)
TOTA	L FEE PER CUBIC YARD \$ /2.00
3)	FOR ALL NASSAU COUNTY LOCATIONS WITHIN THE TOWN OF OYSTER BAY:
	PICK-UP FEE PER CUBIC YARD \$
	PLUS DISPOSAL FEE PER CUBIC YARD + \$
	FLOW CONTROL FEE PER CUBIC YARD \$ (IF APPLICABLE)
TOTA	L FEE PER CUBIC YARD \$ /2.00
4)	RETRIEVER TRUCK AT THE SUPREME COURT BUILDING IN MINEOLA
	COST PER MONTH \$ 1500.00
5)	COMPACTORS LOCATED AT NICKERSON BEACH. CURRENTLY NASSAU COUNTY IS USING
	SIX (6) – 6 YARD COMPACTORS
	RATIO TO BE CHARGED:

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

TITLE

6)	RENTAL	OF COMPACTOR	UNITS:
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(PLEASE ATTACH ADDITIONAL SHEET, IF MORE SIZES ARE AVAILABLE FOR RENTAL, AND INCLUDE SIZE AND COST OF RENTAL PER MONTH)

PRICING: (CONTINUED)

7) PURCHASE OF 4-YARD TOWABLE CONTAINS, AS NEEDED AT VARIOUS NASSAU COUNTY PARK SITES.

COST PLUS <u>no bid</u> %

MFR. LIST PRICE (MLP) LESS _____ %

Additional services locations and containers can be added to this contract with written quote and amendment.

This contract may be used by any County agency

The amount of pickups can be changed at any time +/-

The amount and size of containers can be changed at any time

Part II Emergency Non-Storm Debris Disposal

Approximate yearly usage is \$2,000,000.00

Specification/Pricing

Removal services of aggregate products such as concrete, asphalt, brick, dirt or any mixed combination

Removal services of vegetative products of processed woodchips logs, stump mix or any mixed combination

Pricing for removal of aggregate products Vegetative products and debris will be based on the location of

Department of Public works garages active and Non-active and to extend within a five mile radius of each garage listed below.

Pricing includes transportation and disposal to a 360 permitted and DEC approved site owned and operated by the bidder.

Bidder must own and have available on bidders owned site at least one tub grinder, one screening plant and a minimum of three excavators to handle any unexpected volume of debris.

Bidder must be an approved disposal site for Asian Longhorned Beetle host material.

Bidder must show a plan to be able to recycle 85% of incoming debris for reuse.

ALL BIDS MUST BE F.O.B. DESTINATION	<u>IN AND INCLUDE DELIVERY WITHIN DOORS U</u>	NLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE		CEO
	BIDDER	TITLE

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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 91027-04300-060

Bidder must own at least six tractor trailers	to handle potential volumes o	of different types of debris
Bidder to submit copies of registrations, all	permits and recovery plan w	ith bid.
Bidder must be available 7 days a week 24 l	hours a day in the event of an	ı emergency be available on holida
Response time shall be no more than four (4	4) hours State response time_	<u></u>
Garage Locations:		
1) Bay Park 2 Marjorie Lane East Rockaway, N.Y. 11518 and to exten	d within a five (5) mile radiu	ıs
Price per pickup		
A) concrete, asphalt, brick	price per cu. yd. \$ 50,00	0
B) Dirt	price per cu. yd. \$ 40.0	
C) Woodchips – logs - stump mix	price per cu. yd. \$50.1	
D) Woodchips	price per cu. yd. \$50.	00
E) Logs	price per cu. yd. \$ 50-6	00
F) Stumps	price per cu. yd. \$	00
G) Clean leaves	price per cu. yd \$	00
I) Any combination of above items	price per cu. yd. \$65.	.00

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

BIDDER

TITLE

Cedar Creek
 3340 Merrick Road Building K
 Seaford, N.Y. 11783 and to extend within a five (5) mile radius

Price per pickup

A) concrete, asphalt, brick	price per cu. yd. \$	50.00
B) Dirt	price per cu. yd. \$	40.00
C) Woodchips – logs - stump mix	price per cu. yd. \$	50.00
D) Woodchips	price per cu. yd. \$	50.00
E) Logs	price per cu. yd. \$	50.00
F) Stumps	price per cu. yd. \$	50.00
G) Clean leaves	price per cu. yd. \$	50.00
I) Any Combination of above items	price per cu. yd. \$	65.00

3) Glen Cove 12 Morris Ave. Glen Cove, N.Y. 11542 and to extend within a five (5) mile radius

Price per pickup

A) concrete, asphalt, brick	price per cu. yd. \$	50.00
B) Dirt	price per cu. yd. \$	40.00
C) Woodchips – logs - stump mix	price per cu. yd. \$	50.00
D) Woodchips	price per cu. yd. \$	50.00
E) Logs	price per cu. yd. \$	50.00
F) Stumps	price per cu. yd. \$	50,00
G) Clean leaves	price per cu. yd. \$	50.00
I) Any combination of above items	price per cu. yd. \$	65.00

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ALL BIDS MUST BE F.O.B. DI	ESTINATION	AND INCLUDE DELIVERY WITHIN DOORS UNL	ESS OTHERWISE SPECIFIED.
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4) Hempstead
467 Baldwin Road
Hempstead, N.Y. 11550 and to extend within a five (5) mile radius

Price per pickup

A) concrete, asphalt, brick	price per cu. yd. \$	50.00
B) Dirt	price per cu. yd. \$	40.00
C) Woodchips – logs - stump mix	price per cu. yd. \$	50.00
D) Woodchips	price per cu. yd. \$	50.00
E) Logs	price per cu. yd. \$	50.00
F) Stumps	price per cu. yd. \$	50.00
G) Clean leaves	price per cu. yd. \$	50.00
I) Any combination of above items	price per cu. yd. \$	65.00

5) Hicksville 170 Cantiaque Rock Road Hicksville, N.Y. 11801 and to extend within a five (5) mile radius

Price per pickup

A) concrete, asphalt, brick	price per cu. yd. \$	50.00
B) Dirt	price per cu. yd. \$	40.00
C) Woodchips – logs - stump mix	price per cu. yd. \$	50.00
D) Woodchips	price per cu. yd. \$	50.00
E) Logs	price per cu. yd. \$	50.00
F) Stumps	price per cu. yd. \$	50.00
G) Clean leaves	price per cu. yd. \$	50.W
I) Any combination of above items	price per cu. yd. \$	65.00

6) Franklin Squard Yard

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.			
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BIDDER	TITLE		
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596 Franklin Ave.

Franklin Ave, N.Y. 11010 and to extend within a five (5) mile radius

Price per pickup

- 50.00 price per cu, yd. \$ A) concrete, asphalt, brick
- B) Dirt price per cu. yd. \$ 40.00
- price per cu. yd. \$ 50.00 C) Woodchips – logs - stump mix
- 50.00 D) Woodchips price per cu. yd. \$
- 50.00 E) Logs price per cu. yd. \$
- price per cu. yd. \$_____*SO.00* F) Stumps
- price per cu. yd. \$ 50,00 G) Clean Leaves
- I) Any combination of above items price per cu. yd. \$
- 7) Inwood Yard 31 Alameda Street Inwood, N.Y. 11096 and to extend within a five (5) mile radius

Price per pickup

- A) concrete, asphalt, brick price per cu. yd. \$
- 40.00 B) Dirt price per cu. yd. \$
- price per cu. yd. \$ 50,00 C) Woodchips – logs - stump mix
- 50.00 D) Woodchips price per cu. yd. \$
- 50.00 price per cu. yd. \$ E) Logs
- price per cu. yd. \$ F) Stumps
- G) Clean leaves price per cu. yd. \$
- price per cu. yd. \$ 65.00 I) Any combination of above items

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UN	LESS OTHERWISE SPECIFIED.
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8) Manhasset Garage 360 Bayview Ave Manhasset N.Y. 11030 and to extend within a five (5) mile radius

Price	ner	pickup
TITLE	Det	DICKUD

A) concrete, asphalt, brick	price per cu. yd. \$	50.00
B) Dirt	price per cu. yd. \$	40.00
C) Woodchips - logs - stump mix	price per cu. yd. \$	50.00
D) Woodchips	price per cu. yd. \$	50.00
E) Logs	price per cu. yd. \$	50.00
F) Stumps	price per cu. yd. \$	50.00
G) Clean leave	price per cu. yd. \$	SD. 00
I) Any combination of above items	price per cu. yd. \$	65.00

Additional services, locations can be added to this contract with written quote and amendment.

Prices PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

LABOR BETWEEN THE HOURS OF 8:00 A.M. AND 6:00 P.M. MONDAY THROUGH FRIDAY:

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES Callouf \$ 500.00

B2) REGULAR HOURLY RATE at \$ 225.00 /hr.

B3) EACH ADDITIONAL QUARTER HOUR at \$ 65.00 /hr.

B5) MILEAGE (IF ANY) //A

PARTS:

B6) MANUFACTURER'S LIST PRICE (MLP) LESS // *

B7) COST PLUS % _____ %

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

ALL BIDS MUST BE F.O.B. DES	TINATION AND INCLUD	E DELIVERY WITHIN DO	ORS UNLESS OTH	ERWISE SPECIFIED
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BIDDER

TITLE

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 91027-04300-060

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:MA days
LABOR: days
OVERTIME RATES: All other times (after 6:00 PM or before 8:00 AM Monday through Friday,
or any time on Saturday or Sunday or Holidays.
B8) MINIMUM CHARGE (IF ANY) \$ 700.00 per truck
B9) REGULAR HOURLY RATE at \$ 325.00 /hr.
B10) EACH ADDITIONAL QUARTER HOUR at\$ 100,00 / 4 hr.
RESPONSE TIME 4 hours
·

ALL BIDS MUST BE F.O.B. DESTENATION AND INCLUDE DELIVERY WITHIN	DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	CEO
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								MANHASSET GARAGE								INWOOD YARD				ļ				FRANKLIN SQUARE YARD							HOKOVILLE	KeVII I E							HEMPSTEAD		SING PP 5/14/202 1020 AT 11 A.M. 1060 USE & DEBRIS R
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	90.00	85.00	48.50	48.50	48.50	48.50	77.50	77.50	90.00	85.00	48.50	48.50	48.50	48.50	77.50	77.50	90.00	85.00	48.50	48.50	48,50	48.50	77.50	77.50	90.00	85.00	48.50	48.50	48.50	48.50	77.50	77.50	90.00	48.50	48.50	48.50	48.50	77.50	77.50	3	JAMAICA ASH & RUBBISH REMOVAL CO., INC.
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															EACH ADDITIONAL 1/4 HOUR	REGULAR HOURLY RATE	MINIMUM CHARGE (IF ANY)	COST PLUS	MANUFACTURER'S LIST PRICE LESS	MILEAGE (IF ANY)	TRAVEL TIME (IF ANY)	EACH ADDITIONAL 1/4 HOUR	REGULAR HOURLY RATE	ARTICLE	/2020 M. IS REMOVAL SERVICES
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NET!															100.00	325.00	700.00	N/A	N/A	N/A	N/A	65.00	225.00	2	NATIONAL WASTE SERVICES, LLC
NET									Ì						SEE BID	SEE BID	SEE BID	25%	N/A	0.35	SEE BID	20.00	80.00	3	JAMAICA ASH & RUBBISH REMOVAL CO.,
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Vaughn Banks 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.



FORMAL BID RECOMMENDATION

BID NUMBER 91027-04300-060

<u>OPEN</u> May 14, 2020

TITLE: Rubbish Refuse and Debris Removal Services

DATE: June 15, 2020

TO: <u>BUYER – Timothy Funaro</u> FROM: ADMINISTRATION

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

D-1 1 15 0000		Bid Results
Date: June 15, 2020 To: Supervisor From: Buyer Timothy Funaro	Items	Bidder
·		Recommend an award be given to Jamaica
List of recommended awards in accordance with the at attached summary is shown in column at right. The		Ash & Rubbish Removal Co. Inc. for part one of
reason for award to other than low bidder is indicated		the of the bid (Rubbish, Refuse and Recycling
on the reverse side of this page.		Removal Services)
Lingthe Filmer		Recommend an award be given to National
Buyer		Waste Services LLC for part two of the bid
		(Emergency Non-Strom Debris Disposal)
Date:		Jamaica Ash & Rubbish Removal Co. Inc. and
To: Director From: Supervisor		National Waste Services are the lowest
		responsible bidders meeting specifications and bid terms.
Concur Disagree (See Reverse)		See Attached
Concur Disagree (See Reverse)		
Date: (0) (0) (0)		
To: Buver From: Director		
To: Buyer From: Director Approved for Award		
Hold award pending discussion		
NO Subject to Legislature Approval		
YES Subject to Legislature Approval		
Director	blan	4

Award recommendation page 1

Formal sealed bid number 91027-4300-060

Title: Rubbish Refuse and Debris Removal Services

Part one Rubbish, Refuse and Recycling Removal Services

For the purpose of this evaluation 10 invoices received from the Department of Public Works were used all pick-ups were for the town of Hempstead using line one of part one of the bid. The break-down is as follows:

4 cubic yards 1 pick-ups per week -----one invoice

6 cubic yards 3 pick-ups per week-----one invoice

6 cubic yards 5 pick-ups per week-----four invoices

8 cubic yards 2 pick-ups per week----one invoice

8 cubic yards 5 pick-ups per week-----two invoices

1 receiver truck

The formula used is:

pick up fee per cubic yard times the yards times pick-up per week times 52 divided by 12

example used is from invoice 01F00045 dated 01/15/2020 for a 6 cubic yard dumpster 3 picks per week using prices from blanket order BPNC16000184

\$5.20 X 6 yd x 3 times x 52 = \$4,867.20 divided by 12 = \$405.60

Pricing used to create the chart below are current prices from the formal sealed bid line one of part one.

Jamaica Ash \$5.90	Winter Bros \$10.19	National Waste \$12.00
Jamaica Ash	Winters Bros.	National Waste Services
4 yd 1 x = \$102.27	4 yd 1 x = \$176.63	4 yd 1 x = \$208.00
6 yd 3 x = \$460.20	6 yd 3 x = \$794.92	6 yd 3 x = \$936.00
6 yd 5 x = \$767.20	6 yd 5 x = \$1,324.70	6 yd 5 x = \$1,560.00
8 yd 2 x = \$409.07	8 yd 2 x = \$706.50	8 yd 2 x = \$832.00
8 yd 5 x = \$1,022.67	8 yd 5 x = \$1,766.27	8 yd 5 x = \$2,080.00
Receiver truck \$445.00	Receiver truck \$2,273.25	Receiver truck \$1,500.00

National Waste Services LLC was the low bidder for line six of part one of this formal sealed bid there was not enough of a savings to justify the creation of an additional blanket order between Jamaica Ash & Rubbish Removal Co. Inc. and National Waste Services for this item. There was a tie between Jamaica Ash & Rubbish Removal Co. Inc. and Winters Bros. Hauling of Long Island LLC for item six again there was not enough of a savings to justify the creation of an additional blanket order between Jamaica Ash & Rubbish Removal Co. Inc and Winters Bros. Hauling of Long Island LLC for this item.

Awarded the lowest bidder Jamaica Ash & Rubbish Removal Co. Inc.

Award recommendation page 2

Formal sealed bid number 91027-4300-060

Title: Rubbish Refuse and Debris Removal Services

Part two Emergency Non-Storm Debris Disposal

For the purpose of this evaluation a break down was supplied from the Department of Public Works dated from April 30, 2019 through September 11, 2019 by location and type of material removed.

Key:

Bay Park = BP

Cedar Creek = CC

Glen Cove = GC

Hempstead = hem

Hicksville = hix

Manhasset = man

The highest used categories were mixed, asphalt, concrete and stumps

Award recommendation page 3

Formal sealed bid number 91027-4300-060

Title: Rubbish Refuse and Debris Removal Services

Part two Emergency Non-Storm Debris Disposal continued

	Jamaica As	sh	Winters B	ros	National V	Vaste
Bay Park						
Mixed 440 pick ups	440 x \$90.	00 = \$39,600.00	440 x \$75	.00 = \$33,000.00	440 x \$65.	.00 = \$28,600.00
Asphalt – concrete	-0-		-0-		-0-	
Stumps	-0-		-0-		-0-	
	Total	\$39,600.00	Total	\$33,000.00	Total	\$28,600.00
Cedar Creek						
Mixed 60 pick ups	60 x \$90.0	0 = \$5,400.00	60 x \$70.3	31 = \$4,218.60	60 x \$65.0	00 = \$3,900.00
Asphalt – concrete	-0-		-0-		-0-	
Stumps	-0-		-0-		-0-	
	Total	\$5,400.00	Total	\$4,218.60	Total	\$3,900.00
Glen Cove						
Mixed 545 pick ups	545 x \$90.	00 = \$49,050.00	545 x \$71	.88 = \$39,174.60	545 x \$65.	.00 = \$35,425.00
Asphalt – concrete	-0-		-0-		-0-	
Stumps	-0-		-0-		-0-	
	Total	\$49,050.00	Total	\$49,050.00	Total	\$35,425.00
Hempstead						
Mixed 760 pick ups	760 x \$90.	00 = \$68,400.00	760 x \$71	.88 = \$54,628.80	760 x \$65	.00 = \$49,400.00
Asphalt – concrete	-0-		-0-		-0	
stumps	-0-		-0-		-0-	
	Total	\$68,400.00	Total	\$54,628.80	Total	\$49,400.00
Hicksville						
Mixed 2320 pick ups	2320 x \$90	0.00 = \$208,800.00	2320 x \$7	0.31 = \$163,119.00	2320 x \$6	5.00 = \$150,800.00
Asphalt – concrete 360	360 x \$7	7.50 = \$ 27,900.00	360 x \$7	1.88 = \$ 25,876.80	360 x \$50	0.00 = \$ 18,000.00
Stumps 280	280 X \$4	8.50 = \$ 13,580.00	280 x \$3	4.38 = \$ 9,624.40	280 x \$50	0.00 = \$ 14,000.00
	Total	\$250,200.00	Total	\$198,620.40	Total	\$182,800.00
Manhasset	<u> </u>	· · · · · · · · · · · · · · · · · · ·	<u> </u>			
Mixed 1000 pick ups	1000 x \$9	0.00 = \$ 90,000.00	1000 x \$7	3.44 = \$ 73,440.00	1000 x \$6	5.00 = \$ 65,000.00
Asphalt – concrete 1520	1	7.50 = \$117,800.00		9.53 = \$105,685.00		0.00 = \$ 76,000.00
Stumps 480		3.50 = \$ 23,280.00		2.03 = \$ 15,374.40	_	0.00 = \$ 24,000.00
	Total	\$231,080.00	Total	\$194,500.00	Total	\$265,000.00
		,,		7 1/2 - 2 100		+ /
Grand Total	\$643,810	.00	\$524,142	2.40	\$465,125	5.00

Awarded to the low bidder National Waste Services LLC.

Invoices for Part one of formal sealed bid 91027-04300-060

Title: Rubbish Refuse and Debris Removal Services

Jamaica Ash & Rubbish Removal Co, Inc P.O. Box 833 Westbury, NY 11590

Phone (516)333-2211 Fax (516)333-9302

INVOICE#

01F00045 ~

INV DATE

01/15/20 🏑

ACCOUNT#

1986

DUE DATE

02/10/20

PO#

BPNC16000184

N C FAMILY COURT FACILITIES MANAGEMENT BUILD ANTHONY MARINO-FACILITIES MG 1194 PROSPECT AVENUE WESTBURY, NY 11590

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AMOUNT

810.58

SERVICE ADDRESS: 1200 OLD COUNTRY RD (WESTBURY, NY)

DATE	-	· ·	DESCRIPTION			AMOUNT
12/18/19 01/15/20 01/15/20 01/15/20	LOCATION: 9BF00046 01F00045	PAYMENT RECEIVED 1 6Y BIN 3XVV CODE#2001-HEMP BPNC16000184	(Thank you) TRASH REMOVAL	PRIOR B 1777280 01/01/20-01/31/20	ALANCE	608.09 <202.80> 405.29
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1.5% per month late change assessed on pa\$Pdue anounts 38 \$ 135.10 \$ 100.18 \$ 405.29 \$ 500.38 \$ 41.00 \$ 1.00.25 \$ 500.38 \$ 40.00 \$ 1.00.25 \$ 500.38 \$ 500.38 \$ 40.00 \$ 1.00.25 \$ 500.38 \$ 500.38 \$ 500.25 \$ 500.38 \$ 500.38 \$ 500.25 \$ 1.000.77 \$ 1.250.90

810-58-

Jamaica Ash & Rubbish Removal Co, Inc P.O. Box 833 Westbury, NY 11590

Phone (516)333-2211 Fax (516)333-9302

N C DISTRICT COURT

1194 PROSPECT AVENUE WESTBURY, NY 11590

ANTHONY MARINO

FACILITIES MANAGEMENT BUILD

INVOICE#

01F00039 /

INV DATE

01/15/20 -

ACCOUNT#

6996

DUE DATE

02/10/20

PO#

BPNC16000184

IF PAYING BY CREDIT CARD, PLEASE CHECK BOX FOR SECTION AND FILL OUT BELOW MASTER CARD CARD NUMBER VERIFICATION # CARD HOLDER NAME EXP. DATE SIGNATURE

AMOUNT

1.822.08

SERVICE ADDRESS: 99 MAIN ST (HEMPSTEAD, NY) DATE DESCRIPTION AMOUNT LOCATION: 99 MAIN ST PRIOR BALANCE 1,372.11 12/18/19 9BF00040 PAYMENT RECEIVED (Thank you) 1777280 <450.67> 1 8Y BIN 5XW CODE#2004- HEMP 01/15/20 01F00039 √TRASH REMOVAL 01/01/20-01/31/20 900.64 01/15/20 CLAMANT'S CERTIFICATION

THEREBY CERTIFY THAT THIS CLAIM VOUCHER IS JUST, TRUE, AND CORRECT, THAT

THE AMOUNT CLAIMED IS ACTUALLY, DUE AND OWING AND HAS NOTBEEN

PREVIOUSLY CLAIMED, THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT

ARE INCLUDED, AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE

ACTUALLY AND DECESSARILY BEEN MADE. I FURTHER CERTIFY THAT ALLITEMS

AND/OR SERVICES DELIVERED OR RENDERED IN A CCORDANCE WITH A PURCHASE

ORDER OR CONTRACT THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE ORDER OR CONTRACT THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE REFERENCE PURCHASE ORDER OR CONTRACT JAMAICA ASH & RUBBISH REMOVAL BOOKKEEPER PRINTED NAME TITLE 01/01:01/31/20 SIGNATURE · EFFECTIVE 12:1-2019

PAST DUE

180.13 \$ 380.28 \$ \$10.98-12 \$10.91 \$ 100.66 \$ 1,080.77 \$ 1,260.90

DATE

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405,20 ; 540,38 ; \$25,48 \$ 810,50 ; PLEASE PAY

01/15/20

Note All other I'ms Hems remain the same

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CURRENT CHARGES

1.5% per month late charge assessed on past due amounts \$ 125.10 \$ 125.10 \$ 270.19

INV#

ACCT# 6996

01F00039

Balatin Printing (718) 220-2323

Jamaica Ash & Rubbish Removal Co, Inc P.O. Box 833

Westbury, NY 11590

Phone (516)333-2211 Fax (516)333-9302

INVOICE#

01F000421

INV DATE

01/15/20

ACCOUNT#

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DUE DATE

02/10/20

PO#

BPNC16000184

N C EXECUTIVE BUILDING
FACILITIES MANAGEMENT BUILD
ANTHONY MARINO
1194 PROSPECT AVENUE
WESTBURY, NY 11590

AMOUNT

1,350,96

SERVICE ADDRESS: 1 WEST ST (MINEOLA, NY)

DATE			DESCRIPTION			AMOUNT
12/18/19 01/15/20 01/15/20 01/15/20	LOCATION: 98F00043 01F00042	PAYMENT RECEIVED	D (Thank you) ✓TRASH REMOVAL	PRIO 1777280 01/01/20-01/31/20	R BALANCE	1,013.48 <338.00> 675.48
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oer month la	to aboreo necesa	sed on past due amounts		360,26 \$ 450,5 \$ 540,38 \$	THE PROPERTY	

Jamaica Ash & Rubbish Removal Co. Inc P.C. Box 833

Westbury, NY 11590

Phone (516)333-2211 Fax (516)333-9302

1194 PROSPECT AVENUE WESTBURY, NY 11590

INVOICE#

01F00038 🗸

INV DATE

01/15/20 🗸

ACCOUNT#

2008

DUE DATE

02/10/20

PO#

BPNC16000184

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AMOUNT

540.36 \$ 720.57 \$ 900.64 \$ 1,080.77 \$ 1,250.90

1,350,96

SERVICE ADDRESS: 252 OLD COUNTRY RD /MINEOLA NIVI

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	CLAIMANT'S CERTIFICATION I HEREBY CERTIFY THAT THIS CLAIM YOUCHER IS JUST, TRUE, AND CORRECT; THE THE AMOUNT CLAIMED IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPTE ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISDURSEMENTS HAVE ACTUALLY AND MECESSARILY BEEN MADE. I FURTHER CERTIFY THAT ALL TIEM AND/OR SERVICES DELIVERED OR RENDERED IN ACCORDANCE WITH A PURCHAS ORDER OR CONTRACT THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE REFERENCE PURCHASE ORDER OR CONTRACT	19
·	Jamaica ash & Rubbish Removal Bookkeeper	: - -
:	PRINTED NAME TITLE	***************************************
	01/01-01/31/20	
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T# 2008	67.5.48 san s 10.16 s 150 f 175.48 san s 10.16 s 150 f 175.48	

1.5% per month late charge assessed on past due amounts 135.10 \$ \$221.

Jamaica Ash & Rubbish Removal Co, Inc P.O. Box 833

Westbury, NY 11590

Phone (5161333-2211 Fax (5161333-9302

INVOICE#

01F00036 >

INV DATE

01/15/20 ~

ACCOUNT#

7183

DUE DATE

02/10/20

PO#

BPNC16000184

N C BETHPAGE SENIOR COMMUNIT
FACILITIES MANAGEMENT BUILD
ANTHONY MARINO
1194 PROSPECT AVENUE
WESTBURY, NY 11590

AMOUNT

180.12

SERVICE ADDRESS: 103 GRUMMAN RD W (BETHPAGE, NY)

DATE		DESCRIPTION	AMOUNT
12/18/19 01/15/20 01/15/20	LOCATION 9BF00037 01F00036	: 103 GRUMMAN RD W PRIOR BALANCE PAYMENT RECEIVED (Thank you) 1777280 1 4Y BIN 1XW TRASH REMOVAL 01/01/20-01/31/20 CODE#7001-OB	135.13 <45.07> 90.06
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	menter er der der der der der der der der de	CLAIMANT'S CERTIFICATION I HEREBY CERTIFY THAT THIS CLAIM VOUCHER IS JUST, TRUE, AND CORRECT, THAT THE AMOUNT CLAIMED IS ACTITALLY RUE 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 RECESSARILY BEEN MADE. I FURTHER CERTIFY THAT ALL FIEMS. AND/OR SERVICES DELIVERED OR RENDERED IN A CCORDANCE WITH A PURCHASE ORDER OR CONTRACT THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE REFERENCE PURCHASE ORDER OR CONTRACT	The state of the s
		JAMAICA ASH & RUBBISH REMOVAL BOOKKEBPER	
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Jamaica Ash & Rubbish Removal Co, Inc P.O. Box 833

Westbury, NY 11590

Phone (516)333-2211 Fax (516)333-9302

N C COURTHOUSE- WEST

1194 PROSPECT AVENUE WESTBURY, NY 11590

FACILITIES MANAGEMENT BUILD

ANTHONY MARINO-FACILITIES MG

INVO!CE#

01F00038 🗸

INV DATE

01/15/20 🗸

ACCOUNT#

2008

DUE DATE

02/10/20

PO#

BPNC16000184

IF PAYING BY CREDIT CARD, PLEASE CHECK BOX FOR SECTION AND FILL OUT BELOW

MASTER CARD

WASTER C

AMOUNT

2019 5 403.29 5 840.38 5 2653.88 5 810.58 8 RLEASE PAY

1,350.96

SERVICE ADDRESS: 252 OLD COUNTRY RD (MINEOLA, NY)

DATE	:	THE RESERVE OF THE PARTY OF THE	DESCRIPTION	(AMOUNT
2/18/19 1/15/20 1/15/20	LOCATION: 98F00039 01F00038	252 OLD COUNTRY RE PAYMENT RECEIV 1 6Y BIN 5XW CODE#2002- HEMI	/ED (Thank you)	1777280 AL 01/01/20-0	PRIOR BA	LANCE	1,013.48 <338.00> 675.48 ~
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1.5% per month late charge assessed on past due amounts

Jamaica Ash & Rubbish Removal Co, Inc P.O. Box 833 Westbury, NY 11590

Phone (516)333-2211 Fax (516)333-9302

INVOICE#

01F00044

INV DATE

01/15/20 ~

ACCOUNT#

11230

DUE DATE

02/10/20

PO#

BPNC16000184

N C FACILITY MANAGEMENT FACILITIES MANAGEMENT BUILD ANTHONY MARINO-FACILITIES MG 1194 PROSPECT AVENUE WESTBURY, NY 11590

MASTER CARD	VSA VISA	AME	
CARD NUMBER	Para Maria		VERIFICATION #
CARD HOLDER NAME		non.or	EXP. DATE
SIGNATURE		7	

AMOUNT

1,801.28

SERVICE ADDRESS: 1194 PROSPECT AVE (WESTBURY, NY)

DATE	· · · ·			DESCRIPTION		, , , , , , , , , , , , , , , , , , , 		AMC	UNT
12/18/19 01/15/20 01/15/20 01/15/20	LOCATION: 9BF00045 01F00044	1194 1	PROSPECT AVE PAYMENT RECEIVED 8Y BIN 5XW CODE#1002-NO HEN BPNC16000184	TRÁSH REMOVAL	P 1777280 01/01/20-01/31	RIOR BAL /20	ANCE	1,351 <450	
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\$ 0.10 \$ 41.50 \$ 180.13 \$ 350.18 \$ 160.13 \$ 22007 \$ 500.54 \$ 1,080.77 \$ 1,550.90

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1.5% per month late charge assessed on past due amounts s 135.10 5 135.10 5 405.29 5 540,38 5

Jamaica Ash & Rubbish Bemoval Co, Inc P.O. Box 833

Westbury, NY 11590

Phone (516)333-2211 Fax (516)333-9302

INVOICE#

01F00037 🖍

INV DATE

01/15/20

ACCOUNT#

2007

DUE DATE

02/10/20-

PO#

BPNC16000184

N C COURTHOUSE- EAST
FACILITIES MANAGEMENT BUILD
ANTHONY MARINO
1194 PROSPECT AVENUE
WESTBURY, NY 11590

AMOUNT

1,350,96

SERVICE ADDRESS: 272 OLD COUNTRY RD (MINEOLA, NY)

DATE	DESCRIPTION	AMOUNT
12/18/19 01/15/20 01/15/20	LOCATION: 272 OLD COUNTRY RD PRIOR BALANCE 9BF00038 PAYMENT RECEIVED (Thank you) 1777280 01F00037 1 6Y BIN 5XW TRASH REMOVAL 01/01/20-01/31/20 CODE#2002-HEMP	1,013.48 <338.00> 675.48
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:		#
:	CLAIMANT'S CERTIFICATION I HEREBY CERTIFY THAT THIS CLAIM YOUCHER IS JUST, TRUE, AND CORRECT; THAT THE CLAIM YOUCHER IS JUST, TRUE, AND CORRECT; THAT PREVIOUSLY CLAIMED IS ACTUALLY DUB AND OWING AND HAS NOT BEEN ARE INCLUDED, AND THAT ANY AMORE CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE. I FURTHER CERTIFY THAT ALL ITEMS AND/OR SERVICES DELIVERED OR RENDERED IN ACCORDANCE WITH A PURCHASE ORDER OR CONTRACT THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE REFERENCE PURCHASE ORDER OR CONTRACT	
	Jamaica ash & Rubbish Removal Bookkeeper	
	PRINTED NAME TITLE SIGNATURE O1/01-01/31/20	
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1.5% per month late charge assessed on past due amounts 135.10 5 270,19 5 40,38 5 540,38 5 540,38 5 61

1,350,96

Jamaica Ash & Rubbish Removal Co. Inc P.O. BOX 833

Westbury, NY 11590

Phone (516)333-2211 Fax (516)333-9302

INVOICE#

01X00260

INV DATE

.01/31/20 - .

ACCOUNT#

420244

DUE DATE

02/29/20

PO#

BPNC16000184

111596642 IF PAYING BY CREDIT CARD, PLEASE CHECK BOX FOR SECTION AND FILL OUT BELOW MASTER CARD VISA VISA N C DEPT OF PUBLIC WORKS-GRU CARD NUMBER VERIFICATION # ANTHONY MARINO CARD HOLDER NAME EXP. DATE FACILITES MANAGMENT BUILDING SIGNATURE EISENHOWER PARK EAST MEADOW, NY 11554

N C DEPT OF PUBLIC WORKS SERVICE ADDRESS: 510 GRUMMAN DD W/DE

AMOUNT

1,378.21

Marc.

DATE		- Callina - Angel	DESCRIPTION	A Company of the Comp	1.1.01
)1/31/20	LOCATION: 510 01X00260 1	GRUMMAN RD W 8Y BIN 2XW	TRASH REMOVAL	PRIOR BALANCE	1,017.95 360.26
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1.5% per month late charge assessed on past due amounts s

\$64 \$ 1,080.27 \$ 1,26PLEASE PAY

1,378.21 PRINTED IN U.S.A.

THIS AMOUNT

Jamaica Ash & Rubbish Removal Go, Inc P.O. Box 833

Westbury, NY 11590

Phone (516)333-2211 Fax (516)333-9302

INVOICE#

01F00070 V

INV DATE

01/15/20 /

ACCOUNT#

419181

DUE DATE

02/10/20

PO#

BPNC16000184

N C SUPREME COURT BUILDING
FACILITIES MANAGEMENT BUILD
ANTHONY MARINO
1194 PROSPECT AVENUE
WESTBURY, NY 11590

AMOUNT

800.00

SERVICE ADDRESS: SUPREME COURT DRIVE (MINEOLA, NY)

DATE			DESCRIPTIO	N		AMOUNT
12/18/19 01/15/20 01/15/20 01/15/20	LOCATIO 9BF00071 01F00070	ON: SUI	PREME COURT DRIVE PAYMENT RECEIVED (Thank you) MONTHLY SERVICE FRASH REMOVER TRUCK CODE 2003	1777296	OR BALANCE	625.85 <225.85 400.00
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Charge assessed on past due amounts 133.10 5 176.17 2 405.29 5 54038 5 675.48 5 810.58 2 PLEASE PAY

400 00 a

Break down for Part two of formal sealed bid 91027-04300-060

Title: Rubbish Refuse and Debris Removal Services

Funaro, Timothy G

From:

Fedele, Christopher R

Sent:

Thursday, May 28, 2020 12:04 PM

To:

Funaro, Timothy G

Cc:

Rivera, John

Subject: Attachments: RE: Debris Data 2019
Debris Data 2019,xlsx

Hi Tim.

The updated file (with locations) is attached.

Let us know if you have any questions.

Chris

Christopher Fedele

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

From: Funaro, Timothy G <tfunaro@nassaucountyny.gov>

Sent: Thursday, May 28, 2020 11:30 AM

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

Cc: Rivera, John <JRivera@nassaucountyny.gov>

Subject: RE: Debris Data 2019

Thank you

Timothy Funaro
Buyer
Nassau County
Office of Purchasing
One West Street 1st floor North Entrance
Mineola, N.Y. 11501
Phone (516) 571-7720
Fax (516) 571-4263
E-Mail tfunaro@nassaucountyny.gov



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

Sent: Thursday, May 28, 2020 11:18 AM

To: Funaro, Timothy G <tfunaro@nassaucountyny.gov>

Cc: Rivera, John < JRivera@nassaucountyny.gov>

Subject: RE: Debris Data 2019

I will break it down and get back to you.

Christopher Fedele

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

From: Funaro, Timothy G < tfunaro@nassaucountyny.gov>

Sent: Wednesday, May 27, 2020 11:00 AM

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

Cc: Rivera, John < JRivera@nassaucountyny.gov>

Subject: RE: Debris Data 2019

Chris,

Do you have a breakdown by location?

Timothy Funaro
Buyer
Nassau County
Office of Purchasing
One West Street 1st floor North Entrance
Mineola, N.Y. 11501
Phone (516) 571-7720
Fax (516) 571-4263
E-Mail tfunaro@nassaucountyny.gov



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

Sent: Tuesday, May 26, 2020 2:53 PM

To: Funaro, Timothy G < tfunaro@nassaucountyny.gov>

Cc: Rivera, John <JRivera@nassaucountyny.gov>

Subject: Debris Data 2019

Hi Tim,

I've totaled up our debris tickets for 2019. We used four categories; the spreadsheet shows the percentage of use for each category.

Let us know if you have any questions.

Chris

Christopher Fedele

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

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MAN	3/22/19	40	
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MAN	7/10/19	40	
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MAN	7/11/19	40	
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MAN	9/3/19	40	10	
MAN	9/4/19	40		
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MAN	9/5/19			40
MAN	9/5/19			40
MAN	9/5/19			40
MAN	9/5/19			40

		66.69%	18.74%	10.93%	3.64%
	TOTAL	5125	1440	840	280
MAN	9/11/19	40			
MAN	9/11/19	40			
MAN	9/6/19	40			
MAN	9/5/19			40	
MAN	9/5/19			40	
MAN	9/5/19			40	
MAN	9/5/19			40	

Comparison OF Bids

% difference plus or minus over Pre-Encumbrance #VALUEI #VALUEI Recommended Vendor N/A Requisition # N/A

Pre-Encumbrance: N/A

Buyer Purchas Order# Timothy Funaro

11-			
V۵	m	าก	rs

	Vendors											
			ica Ash	Winters	Bros.	National Waste		Vendor#4		Vendor#5		Part 1
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
	1	5.90	5.90	10.19	10.19	12.00	12.00	0.00	0.00	0.00	0.00	5.90
2	1	5.98	5.98	9.81	9.81	12.00	12.00	0.00	0.00	0.00	0.00	5.98
3	1	41.10	5.45	9.35	9.35	12.00	12.00	0.00	0.00	0.00	0.00	5.45
4	1	10,00	445.00	2273.25	2273.25	1500.00	1500.00	0.00	0.00	0.00	0.00	445.00
5	1		8.15	3.00	3.00	4.00	4.00	0.00	0.00	0.00	0.00	3.00
6	1		350.00	350.00	350.00	175.00	175.00	0.00	0.00	0.00	0.00	175.00
7	1		25.00	25.00	25.00	0.00	0.00	0.00		0.00	0.00	0.00
8	1		245.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
9	1		80.00	155.00	155.00	500.00	500.00	0.00		0.00		80.00
10	1		20.00	60.00	60.00	225.00	225.00	0.00	0.00	0.00	0.00	20.00
11			0.00	0.00	0.00	65.00	65.00	0.00		0.00		0.00
12			0.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	1	0,00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
14	1	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	1		245.00	650.00	650.00	700.00	700.00	0.00		0.00	0.00	245.00
16		81.20	81.20	310.00	310.00	325.00	325.00	0.00		0.00		81.20
17	1	20.30	20.30	115.00	115.00	100.00	100.00	0.00	0.00	0.00	0.00	20.30
18	0		0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
19	- 0		0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
20	0		0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00
21 22	0		0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
23			0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00
24	0		0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
25	0		0.00	0.00	0.00	0.00		0		 	0.00	0.00
26	0		0.00	0.00	0.00	0.00	0.00	0			0.00	0.00
27	0		0.00	0.00	0.00	0.00	0.00	0		ļ	0.00	0.00
28	0		0.00	0.00	0.00	0.00	0.00	0			0.00	0.00
29	0		0.00	0.00	0.00	0.00	0.00	0		ļ		0.00
30	0		0.00	0.00	0.00	0.00	0.00	10			0.00	0.00
31	0		0.00	0.00	0.00	0.00	0.00	0			0.00	0.00
32	0		0.00	0.00	0.00	0.00	0.00	1 0			0.00	0.00
33	0		0.00	0.00	0.00	0.00	0.00	0	****		0.00	0.00
34	0		0.00	0.00	0.00	0.00	0.00	0		 	0.00	0.00
35	ō		0.00	0.00	0.00	0		0	0.00	 	0.00	0.00
	0		0.00	0.00	0.00	0	0.00	0		+	0.00	0.00
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	0	1	0.00	0.00	0.00	ļ					 	0.00
sum	0		1562.33	3.00	3970.60		3630.00		0.00	<u> </u>	0.00	1086.83
ship	_		25-000	0.00	**************************************	0.00	0.00	0.00	1000		0.00	000000
	L	Total	1562.33	Total	3970.60	Total	3630.00	Total	The state of the s	Total	The state of the s	1086.83
Deli	verv	Stock		Stock	33.3.00	Stock		100 A 100 C		S. C.	9 0.00	PROOFDO
	Terms Net 30		-	Net 30		Net 30				 		
F.O.		Dest.		Dest.		Dest.		 		 		
Vin	-	11159664	2	371749568		522304567						1086.83
Tel	Ño.	516-333-2		631-491-492	23	631-242-03		- p. et europea arangét.		- April 1 mg (1 mg (2 mg	The second secon	100000
Vert		Emedia F		Patrick Wint		Joseph Leo		<u> </u>		 	- +	
Date	∋	·	sealed bid	05/14/20 sea		05/14/20 se		1	*	1		
						•		•				

Notes	Formal Sealed Bid 91027-04300-060 Title: Rubbish Refuse and Debris Removal Services
1	
1	
1	

* key 0≃No Bid



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/31/2020

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

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

	is certaincate does not comer rights to	ine c	SILVIIC	ate noider in hear or such						
PROD	PRODUCER G31 425-5111									
Tran	sportation Writers Inc.				PHONE (A/C, No.	Ext): (631) 42	5-5111	FAX (A/C, No):	(631) 4	25-2477
20 B	roadhollow Road				E-MAIL ADDRESS:					
Suite	1001A				INSURER(S) AFFORDING COVERAGE NAIC #					
Melv	rille			NY 11747	INSURE	INSURER A: Great Divide Insurance Company 25224				
INSUI	RED				INSURER	h lanceford	urers Alliance I	nsurance Co		36897
	National Waste Services LLC							ecialty Insurance Co		41718
	1 Jem Court				INSUREE		- Cranonoun op	Todad Tribularios Co		71710
	r boint oount				INSURE					
	Danahara			NN/ 44700	INSURE	₹Ε:				
	Bayshore			NY 11706	INSURER	RF:				
				NUMBER: 20-21 NATION				REVISION NUMBER:		
INI CE EX	IIS IS TO CERTIFY THAT THE POLICIES OF II DICATED. NOTWITHSTANDING ANY REQUIF RTIFICATE MAY BE ISSUED OR MAY PERTA ICLUSIONS AND CONDITIONS OF SUCH PO	REME IN, TH LICIE:	NT, TE IE INS 3. LIMI	RM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRA E POLICIE	CT OR OTHER ES DESCRIBEI ED BY PAID CL	DOCUMENT V HEREIN IS SU AIMS.	VITH RESPECT TO WHICH TH		
NSR LTR	TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
	COMMERCIAL GENERAL LIABILITY						1	EACH OCCURRENCE	\$ 1,00	0,000.
	CLAIMS-MADE X OCCUR				!	1		DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,	000.
	Contractual Liab/PNC				i	05/31/2020		MED EXP (Any one person)	s 10,0	00.
Α	Site Pollution Liability	1		GSP203217410			05/31/2021	PERSONAL & ADV INJURY	s 1,000,000.	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		0,000.
	PRO-								3.00	0,000.
							ŀ	PRODUCTS - COMP/OP AGG	\$ 2,00	-,
	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$ 1,00	0.000
	X ANY AUTO		.				ļ	(Ea accident)		0,000.
В	OWNED SCHEDULED			152001-11-68-49-1	ļ	05/34/3030	05/31/2021	BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS NON-OWNED			102001-11-00-49-1		05/31/2020	00/3 //2021	PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY						(Per accident)	\$		
									\$	*****
	UMBRELLA LIAS OCCUR							EACH OCCURRENCE	\$ 5,00	0,000.
Α	EXCESS LIAB CLAIMS-MADE	1		FFX203217510		05/31/2020	05/31/2021	AGGREGATE	s 5,00	0,000.
	DED RETENTION \$								\$	
	WORKERS COMPENSATION							➤ PER STATUTE ER		
_	AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A 202001-11-68-49-1		gggggg				E.L. EACH ACCIDENT	s 1,00	0,000.
В	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			07/0	07/01/2020	05/31/2021	E.L. DISEASE - EA EMPLOYEE	*	0,000.	
	If yes, describe under DESCRIPTION OF OPERATIONS below							s 1,00		
	DESCRIPTION OF OPERATIONS SEIDW							E.L. DISEASE - POLICY LIMIT EACH OCCURRENCE		00,000.
С	AUTO EXCESS LIABILITY			EXT30001736500		05/31/2020	05/31/2021	AGGREGATE		00,000.
0				EX100001750500		05/51/2020	05/5 [/202]	AGGILGAIL	ΨΖ,	00,000.
DEC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	TP /AC	ODD 4	od Additional Bossovica Cabadula				w.m.,		
				or, Additional Remarks Schedule,	may be a	ttached if inore s	pace is required)			
Cei	tificate Holder as additional insured atima by	COM	act							
CEF	RTIFICATE HOLDER				CANC	ELLATION				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE							D BEFORE			
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.										
	Nassau County Office of Purcha	sing			700	CUDAMOE WI	III IIIL FOLIG	T ROYIGIONS.		
	One West Street				AUTHO	RIZED REPRESE	NTATIVE			
	1st floor North Entrance				AUTHORIZED REPRESENTATIVE					
	Mineola			NY 11501				LL.		
	1				<u> </u>					

			AD	DITIONAL COVE	RAGES		
Ref#	Description	1		· · · · · · · · · · · · · · · · · · ·	Coverage Code	Form No.	Edition Date
Limit 1	I	Limit 2	Llmit 3	Deductible Amount	Deductible Type	Premium	
Ref#	Description Business A				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref#	Description	1			Coverage Code	Form No.	Edition Date
Limit 1	<u> </u>	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref#	Description	1			Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref#	Description	1	***************************************		Coverage Code	Form No.	Edition Date
Llmit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref#	Description	1			Coverage Code	Form No.	Edition Date
Limit 1	<u> </u>	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref#	Description	n			Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref#	Description	n	12		Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref#	Description	n			Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref#	Description	n			Coverage Code	Form No.	Edition Date
Limit 1	1	Limit 2	Llmit 3	Deductible Amount	Deductible Type	Premium	
Ref#	Descriptio	n			Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
OFADT	LCV					Copyright 2001	, AMS Services, Inc.