

Staff Summary A-05-2021

Subject: Rubbish, Refuse and Debris Removal	Date:
Services (S/B # 91027-04300-060)	January 7, 2021
Department:	Vendor Name:
Department of Shared Services, Office of Purchasing	Winters Bros. Hauling of Long Island LLC
Department Head Name:	Contract Number
Melissa Gallucci	A-05-2021
Department Head Signature	Contract Manager Name
Department Head Signature	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
	Dept. Head		
V	Budget	02/14/201	County Atty.
	Deputy C.E.	2/26/21 A	County Exec.

Narrative

Purpose: To notify and request approval (oversight) from the Rules Committee for additional funding for Blanket Purchase Order BPNC21000011 (the "Blanket Purchase Order") that was awarded to Winters Bros. Hauling of Long Island LLC for Part II (Emergency Non-Storm Debris Disposal) of the Rubbish, Refuse and Debris Removal Services bid on behalf of the Nassau County Department of Public Works.

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

21 Vendors viewed the bid:

5 Woman Owned Business

0 Service Disabled (Veteran) owned

5 Minority Owned

1 Veterans Owned

9 Small busines:

3 bids were received:

0 Woman Owned Business

0 Minority Owned

2 Small business

0 Service Disabled (Veteran) owned

0 Veterans Owned

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

Winters Bros. Hauling of Long Island LLC has not been identified in any of the above categories and was awarded the Blanket Purchase Order as the lowest responsible and responsive bidder meeting bid specifications for Part II (Emergency Non-Storm Debris Disposal) of the bid. The apparent low bidder for Part II of the bid, National Waste Services LLC, was determined to be non-responsive because of a failure to timely complete the required County disclosure forms, and as such, their bid was rejected.

Jamaica Ash & Rubbish Removal Co. Inc. has been awarded as the lowest responsible and responsive bidder for Part I (Rubbish, Refuse and Recycling Removal Services) of the bid.

<u>Impact on Funding:</u> This request is to increase the maximum amount authorized under the Blanket Purchase Order so that the maximum amount authorized, including any renewal options that may be



Nassau County Office of Purchasing

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 approving increased

funding (oversight) for this Blanket Purchase Order.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-05-2021

FROM:

MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE:

JANUARY 7, 2021

SUBJECT: RESOLUTION - THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO NOTIFY AND REQUEST APPROVAL (OVERSIGHT) FOR ADDITIONAL FUNDING FOR A BLANKET PURCHASE ORDER THAT WAS AWARDED TO WINTERS BROS. HAULING OF LONG ISLAND LLC FOR PART II (EMERGENCY NON-STORM DEBRIS DISPOSAL) OF THE RUBBISH, REFUSE AND DEBRIS REMOVAL SERVICES BID, SO THAT THE MAXIMUM AMOUNT SHALL BE FIFTEEN MILLION DOLLARS (\$15,000,000.00), ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS.

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



A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO APPROVE ADDITIONAL FUNDING FOR A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND WINTERS BROS. HAULING OF LONG ISLAND 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 Winters Bros. Hauling of Long Island LLC submitted the lowest responsible and responsive bid for Part II, Emergency Non-Storm Debris Disposal, portion of the bid, meets all specifications for the products and/or services described in the said bid document, and was awarded a Blanket Purchase Order (the "BPO"); and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that the BPO with Winters Bros. Hauling of Long Island LLC has reached a level of spending requiring oversight approval by the Rules Committee.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to approve additional funding for the said BPO with Winters Bros. Hauling of Long Island LLC.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor pr State Election Law in (a) the period beginning April 1, 2016 April 1, 2018, the period beginning two years prior to the da disclosure, to the campaign committees of any of the follow committees of any candidates for any of the following Nassa Clerk, the Comptroller, the District Attorney, or any County	and ending on the date of this disclosure, or (b), beginning ate of this disclosure and ending on the date of this ring Nassau County elected officials or to the campaign au County elected offices: the County Executive, the County			
YES X NO If yes, to what campaign con	nmittee?			
Todd Kaminsky, Kaminsky for New York, LIBI Political Action				
Congress Friends of Jim O'Connor, Babylon Democratic Committee, G Bayville Centre Island Republic Club, Long Island Builders Locust Valley Republican Committee, North Hempstead De Friends of Michael Fitzpatrick, Suffolk Democrats, Suffolk C	PAC, Committee to Elect a Republican Majority emocratic Committee			
Friends of Michael Frizpatrick, Suriok Democrats, Suriok County Democratic Committee Friends of Thomas McCarthy, Town of Oyster Bay Republican Committee, Town of Hempstead Republican Committee Tim Sini for DA, Romaine for Supervisor, Joseph Saladino, Nassau County Republican Committee North Shore Republican Club, Firends of Ed Wehrheim				
2. VERIFICATION: This section must be signed by a princip signatory of the firm for the purpose of executing Contracts				
The undersigned affirms and so swears that he/she has rea his/her knowledge, true and accurate.	ad and understood the foregoing statements and they are, to			
The undersigned further certifies and affirms that the contril made freely and without duress, threat or any promise of a remuneration.	bution(s) to the campaign committees identified above were governmental benefit or in exchange for any benefit or			
Electronically signed and certified at the date and time indic Stephen Soucy [SSOUCY@WINTERSBROS.COM]	cated by:			
Dated: 01/12/2021 03:36:55 PM	Vendor: Winters Bros Hauling of Long Island LLC			
	Title: CFO			

ar Albert



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
Not Applicable
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
Not Applicable
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.
Not Applicable
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
Not Applicable

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.

the New (b), begin this disclarated committee	York State Election Law in (a) the puning April 1, 2018, the period begingsure, to the campaign committees	period beginning nning two years s of any of the fo e following Nassa	April 1, 2016 a prior to the date llowing Nassau au County electe	ovided campaign contributions pursuant to nd ending on the date of this disclosure, or e of this disclosure and ending on the date o County elected officials or to the campaign ed offices: the County Executive, the County
YES [NO X If yes, to what	campaign comn	nittee? If none,	you must so state:
	tand that copies of this form will be ed on the County's website.	sent to the Nass	sau County Dep	artment of Information Technology ("IT") to
	derstand that upon termination of rewithin thirty (30) days of termination		ment or designa	tion I must give written notice to the County
	CATION: The undersigned affirms a nts and they are, to his/her knowled			ead and understood the foregoing
	eely and without duress, threat or a			campaign committees listed above were enefit or in exchange for any benefit or
	ically signed and certified at the dat Soucy [SSOUCY@WINTERSBRC		eated by:	
Dated:	01/12/2021 06:09:08 PM		Vendor:	Winters Bros Hauling of Long Island LLC
			Title:	CFO
-		· · · · · · · · · · · · · · · · · · ·		
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The term <u>lobbying</u> 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).

2) Address of Place of Business: 120 Nancy Street City: West Babylon State/Province/Territory: NY Zip/Post Country: US Address: 11198 Prospect Avenue City: Westbury State/Province/Territory: NY Zip/Postal Country: US Start Date: 01-APR-07 End Date:	
2) Address of Place of Business: 120 Nancy Street City: West Babylon State/Province/Territory: NY Zip/Post Country: US Address: 11198 Prospect Avenue City: Westbury State/Province/Territory: NY Zip/Postal Country: US Start Date: 01-APR-07 End Date: 3) Mailing Address (if different): City: State/Province/Territory: Zip/Postal Country: State/Province/Territory: Zip/Postal Country: Zip/Postal Country: State/Province/Territory: Zip/Postal Country: Zip/Postal Country: State/Province/Territory: Zip/Postal Country: Zip/Post	
City: West Babylon State/Province/Territory: NY Zip/Pos Country: US Address: 11198 Prospect Avenue City: Westbury State/Province/Territory: NY Zip/Postal Country: US Start Date: 01-APR-07 End Date: 3) Mailing Address (if different): State/Province/Territory: Zip/Pos Country: State/Province/Territory: Zip/Pos Country: State/Province/Territory: Zip/Pos	
Country: US Address: 11198 Prospect Avenue City: Westbury State/Province/Territory: NY Zip/Postal Country: US Start Date: 01-APR-07 End Date: 3) Mailing Address (if different): City: State/Province/Territory: Zip/Pos Country:	
Address: 11198 Prospect Avenue City: Westbury State/Province/Territory: NY Zip/Postal Cocuntry: US Start Date: 01-APR-07 End Date: 3) Mailing Address (if different): City: State/Province/Territory: Zip/Postal Cocuntry: Country: State/Province/Territory: Zip/Postal Cocuntry:	tal Code: 11704
City: Westbury State/Province/Territory: NY Zip/Postal Country: US Start Date: 01-APR-07 End Date: 3) Mailing Address (if different): City: State/Province/Territory: Zip/Postal Country:	
Start Date: 01-APR-07 End Date: 3) Mailing Address (if different): City: State/Province/Territory: Zip/Pos Country:	ode: <u>1159</u> 0
City: State/Province/Territory: Zip/Pos	01-OCT-16
	tal Code:ase provide details:
4) Dun and Bradstreet number: 07-981-3061 5) Federal I.D. Number: 37-1749568	-
7) The proposer is a: Other (Describe) LLC - Limited Liabil 7) Does this business share office space, staff, or equipment expenses with any other business	
YES NO X If yes, please provide details:	

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

	YES NO X If yes, please provide details:
	,
9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? YES X NO If yes, please provide details:
	Vendor is a subsidiary of Winters Bros. Waste Systems of Long Island, LLC A full list of all Winters Bros. Hauling of Long Island, LLC parents and affiliates is attached.
	3 File(s) Uploaded: ANNEX 1 Winters Bros Hauling of Long Island LLC 10% Ownership 2 redacted.pdf, ANNEX 1 Winters Bros Hauling of Long Island LLC 10% Ownership 2.pdf, WBH Affiliates.pdf
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? YES NO 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).
11)	Has the proposer, during the past seven years, been declared bankrupt? YES NO X If yes, state date, court jurisdiction, amount of liabilities and amount of assets
12)	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
13)	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
	YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
14)	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business: a) Any felony charge pending?
	YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Υ) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? [ES NO X If yes, provide details for each such investigation, an explanation of the ircumstances and corrective action taken.
Y) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? 'ES NO X If yes, provide details for each such investigation, an explanation of the ircumstances and corrective action taken.
sa he Y	n the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any anction imposed as a result of judicial or administrative proceedings with respect to any professional license eld? ES NO X If yes, provide details for each such investigation, an explanation of the ircumstances and corrective action taken.
fe Y qı	for the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable deral, state or local taxes or other assessed charges, including but not limited to water and sewer charges? If yes, provide details for each such year. Provide a detailed response to all uestions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the uestionnaire.

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		(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
		No conflict exists.
		(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a
		conflict of interest in acting on behalf of Nassau County.
		No conflict exists.
	b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
		Winters has a strict policy covering Code of Conduct and Winters trains employees on Professional Code of Conduct and Avoidance of Antitrust.
		Code of Conduct and Avoidance of Antifudst.
۸.	Inclue expe ident	de a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive rience in your profession. Any prior similar experiences, and the results of these experiences, must be ified.
	Have YES	you previously uploaded the below information under in the Document Vault? NO X
	le the	e proposer an individual?
	YES	NO X Should the proposer be other than an individual, the Proposal MUST include:
	i) 「	Date of formation; 02/04/2014
	L.	02/04/2014
	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. See Annex 1
	L	Gee Alliex 1
lo in	dividua.	ls with a financial interest in the company have been attached
		2 File(s) Uploaded: ANNEX 1 Winters Bros Hauling of Long Island LLC 10% Ownership 2 redacted.pdf, ANNEX 1 Winters Bros Hauling of Long Island LLC 10% Ownership 2.pdf
	iii) [Name, address and position of all officers and directors of the company. If none, explain. See Annex 1
Ja at	ficers a	and directors from this company have been attached.
VO 01	nçors a	
		2 File(s) Uploaded: ANNEX 1 Winters Bros Hauling of Long Island LLC 10% Ownership 2 redacted.pdf, ANNEX 1 Winters Bros Hauling of Long Island LLC 10% Ownership 2.pdf
	iv)	State of incorporation (if applicable); DE
	v)	The number of employees in the firm; 177

vi) <u>Annual re</u> 7390000	evenue of firm; O				
vii) Summar	y of relevant accomplishments solid waste and recycling services to mur	nicipalities and commercial cu	ustomers across Long		
viii) Copies c	f all state and local licenses and permits.				
Indicate number of years in business.					
and reliability to	Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.				
Provides solid waste and recycling services to municipal customers including but not limited to Town of Oyster Bay, Town of Islip, Town of Brookhaven, and the City of Glen Cove. Winters Bros Hauling of Long Island, LLC's revenue is \$73.9 million and to be clear the audited financial reports show the consolidated revenue of \$113.3 million under the parent, Winters Bros Waste Systems of Long Island, LLC.					
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 City of Glen Cove					
Contact Person Address City	Mayor Tim Tenke 9 Glen Street Glen Cove	State/Province/Territory	NY		
Country Telephone	US (516) 676-2000	Gtate/F10Vince/Territory	INI		
Fax# E-Mail Address	mayor@glencoveny.gov				
Company Contact Person Address City Country Telephone Fax # E-Mail Address	200 East Sunrise Highway Lindenhurst US (631) 957-3000 (631) 957-7440	State/Province/Territory	NY		
Company Contact Person Address City Country Telephone Fax #	Town of Oyster Bay Commissioner Rich Lenz 150 Miller Place Syosset US (516) 677-5125	State/Province/Territory	NY		
E-Mail Address	rlenz@oysterbay-ny.gov				

В.

C.

D.

I, Stephen Soucy willfully or fraudulently made in connection with this form many affiliated entities non-responsible, and, in addition, may				
l, Stephen Soucy items contained in this form; that I supplied full and complet knowledge, information and belief; that I will notify the Court the submission of this form; and that all information supplie and belief. I understand that the County will rely on the information a contract with the submitting business entity.	nty in writing of any change in circumstances occurring after d by me is true to the best of my knowledge, information			
CERTIFICATION				
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.				
Name of submitting business: Winters Bros Hauling	of Long Island LLC			
Electronically signed and certified at the date and time indicated by: Stephen Soucy [SSOUCY@WINTERSBROS.COM]				
CFO				
Title				
10/06/2020 05:25:35 PM				
Date				

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Winters Bros. Hauling of Long Island, LLC Schedule of Affiliates

Named Insured	FEIN	Nature of business
Winters Bros Waste Systems of Long Island Holdings, LLC	473026707	Parent/Holding Company
Winters Bros Waste Systems of Long Island Intermediate Holdings, LLC	473028499	Intermediate Holding Company
Winters Bros. Waste Systems of Long Island LLC	611729674	Waste Hauling and Recycling Company
Winter Bros Hauling of Long Island LLC	371749568	Collection/Hauling Company
Winter Bros Recycling of Long Island, LLC	371749708	Recycling and Transfer Company
Winters Bros Brookhaven MRF, LLC	84-3647808	Recycling Company
Winters Residential Waste Services, LLC	465173778	Residential Collection Company
Winters Bros Green Stream Intermediate Holdings, LLC	473047836	Holding Company
Winters Bros Hicksville, LLC	260806741	Real Estate Holding Company
Winters 99 Nancy, LLC	473169735	Real Estate Holding Company
Winters 971 Waverly, LLC	473088266	Real Estate Holding Company
Winters 87 Mahan, LLC	473208767	Real Estate Holding Company
Winters 82A Old Dock, LLC	473215827	Real Estate Holding Company
Winters 19 Nancy, LLC	473193779	Real Estate Holding Company
Winters 180 Patton, LLC	473117802	Real Estate Holding Company
Winters 151 Peconic, LLC	473247673	Real Estate Holding Company
Winters 147 Peconic, LLC	473230836	Real Estate Holding Company
Winters 120 Nancy, LLC	473159338	Real Estate Holding Company

ANNEX 1 Winters Bros. Hauling of Long Island, LLC

A. Applicant/Bidder: Winters Bros. Hauling of Long Island, LLC

B. Organizational Structure of Applicant/Bidder:

- Winters Bros. Hauling of Long Island, LLC, (Subsidiary) is a Delaware, member-managed limited liability company, whose sole member is Winters Bros. Waste Systems of Long Island, LLC
- Winters Bros. Waste Systems of Long Island, LLC, (Subsidiary) is a Delaware, member-managed limited liability company, whose sole member is Winters Bros.
 Waste Systems of Long Island Intermediate Holdings, LLC
- Winters Bros. Waste Systems of Long Island Intermediate Holdings, LLC, (Subsidiary) is a Delaware, member-managed limited liability company, whose sole member is Winters Bros. Waste Systems of Long Island Holdings, LLC.
- Winters Bros. Waste Systems of Long Island Holdings, LLC, is a Delaware, manager-managed limited liability company.

C. Board of Managers of Winters Bros. Waste Systems of Long Island Holdings, LLC and Subsidiaries:

Name		Address
Joseph M. Winters		120 Nancy Street West Babylon, NY 11704
Sean P. Winters		120 Nancy Street West Babylon, NY 11704
Michael Castellarin		22 St. Clair Avenue East Suite 1700 Toronto, Ontario, Canada M4T 2S3
Douglas Horn		22 St. Clair Avenue East Suite 1700 Toronto, Ontario, Canada M4T 2S3

CONFIDENTIAL RESTRICTION

This information is being submitted solely for use in satisfying the requirements in connection with the Application and shall not be used for any other purpose, and shall not be disclosed to any third party or any other person, except to those with a need to know such information in order to evaluate the Application and then only to such persons who are bound by confidentiality obligations no less restrictive than those set forth herein.

D. Officers of Winters Bros. Waste Systems of Long Island Holdings, LLC and Subsidiaries:

Name	<u>Title</u>	Address
Joseph M. Winters	President and Chief Executive Officer	(see above)
Sean P. Winters	Vice President	(see above)
Stephen R. Soucy	Chief Financial Officer	120 Nancy Street West Babylon, NY 11704
Kevin T. Nolan	Chief Operating Officer	120 Nancy Street West Babylon, NY 11704

E. Ownership of Winters Bros. Waste Systems of Long Island Holdings, LLC and Subsidiaries (holding an interest of 10% or more):

No individuals own more than 10%

CONFIDENTIAL RESTRICTION

ANNEX 1 Winters Bros. Hauling of Long Island, LLC

A. Applicant/Bidder:

Winters Bros. Hauling of Long Island, LLC

B. Organizational Structure of Applicant/Bidder:

- Winters Bros. Hauling of Long Island, LLC, (Subsidiary) is a Delaware, membermanaged limited liability company, whose sole member is Winters Bros. Waste Systems of Long Island, LLC
- Winters Bros. Waste Systems of Long Island, LLC, (Subsidiary) is a Delaware, member-managed limited liability company, whose sole member is Winters Bros. Waste Systems of Long Island Intermediate Holdings, LLC
- Winters Bros. Waste Systems of Long Island Intermediate Holdings, LLC, (Subsidiary) is a Delaware, member-managed limited liability company, whose sole member is Winters Bros. Waste Systems of Long Island Holdings, LLC.
- Winters Bros. Waste Systems of Long Island Holdings, LLC, is a Delaware, manager-managed limited liability company.

C. Board of Managers of Winters Bros. Waste Systems of Long Island Holdings, LLC and Subsidiaries:

Name	Address
Joseph M. Winters	120 Nancy Street West Babylon, NY 11704
Sean P. Winters	120 Nancy Street West Babylon, NY 11704
Michael Castellarin	22 St. Clair Avenue East Suite 1700 Toronto, Ontario, Canada M4T 2S3
Douglas Horn	22 St. Clair Avenue East Suite 1700 Toronto, Ontario, Canada M4T 2S3

CONFIDENTIAL RESTRICTION

This information is being submitted solely for use in satisfying the requirements in connection with the Application and shall not be used for any other purpose, and shall not be disclosed to any third party or any other person, except to those with a need to know such information in order to evaluate the Application and then only to such persons who are bound by confidentiality obligations no less restrictive than those set forth herein.

D. Officers of Winters Bros. Waste Systems of Long Island Holdings, LLC and Subsidiaries:

Name	<u>Title</u>	Address
Joseph M. Winters	President and Chief Executive Officer	(see above)
Sean P. Winters	Vice President	(see above)
Stephen R. Soucy	Chief Financial Officer	120 Nancy Street West Babylon, NY 11704
Kevin T. Nolan	Chief Operating Officer	120 Nancy Street West Babylon, NY 11704

E. Ownership of Winters Bros. Waste Systems of Long Island Holdings, LLC and Subsidiaries (holding an interest of 10% or more):

No individuals own more than 10%

CONFIDENTIAL RESTRICTION

PRINCIPAL QUESTIONNAIRE FORM

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

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

1.	Principal Name: Sean P. Winters	
	Date of birth: 04/26/1965	
	Home address: 10 Stillwater Road	
	City: St. James State/Province/Territory: NY Zip/Postal Code: 11780	
	Country: US	
	Business Address: 120 Nancy Street	
	City: West Babylon State/Province/Territory: NY Zip/Postal Code: 11704	
	Country US	
	Telephone: (516) 937-0900	_
-	Other present address(es): 120 Nancy Street	
	City: West Babylon State/Province/Territory: NY Zip/Postal Code: 11704	
	Country: US	
	Telephone: (516) 937-0900	
	List of other addresses and telephone numbers attached	
2.	Desitions hold in submitting business and starting data of each (shock all applicable)	
۷.	Positions held in submitting business and starting date of each (check all applicable)	
	President Treasurer	
	Chairman of Board Shareholder	
	Chief Exec. Officer Secretary	
	Chief Financial Officer Partner	
	Vice President 02/04/2014	_
	(Other)	
3.	Do you have an equity interest in the business submitting the questionnaire?	
٥.	YES X NO If Yes, provide details.	
	Less than 10% ownership through a limited liability company, a membership interest in Winters Bros. Waste	
	Systems of Long Island Holdings, LLC, which is the parent of the Corporation	
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of	
	contribution made in whole or in part between you and the business submitting the questionnaire?	
	YES NO X If Yes, provide details.	
		_
		_
5.	Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organizatio	n
	other than the one submitting the questionnaire?	•
	YES X NO If Yes, provide details.	
	The state of the s	

Page 1 of 5

6.	3 year YES Villaga Town	Iny governmental entity awarded any contracts to a business or organization listed in Section 5 in the past rs while you were a principal owner or officer? X NO If Yes, provide details. e of Bayville, Village of Sea Cliff, Village of Oyster Bay Cove, City of Glen Cove, Town of Oyster Bay, of Brookhaven, Town of South Hampton, Town of Smithtown (various contracts for solid waste services), of East Hampton, Town of Huntington (various contracts for solid waste services), Suffolk County
	(vario	us contracts for solid waste services).
resu	It of any	firmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you pace, photocopy the appropriate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 ich 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 NOX 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.

Winters Bros Waste Systems of Long Island Holdings, LLC and affiliated companies

Page **2** of **5** Rev. 3-2016

8.	been f last 7 years initiate YES	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever ed? NO X If 'Yes', provide details for each such instance. (Provide a detailed response to estions check "Yes". If you need more space, photocopy the appropriate page and attached it to the
		onnaire.)
9.		
	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 crime, 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? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
11.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
12.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
13.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

I, Sean P. Winters , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.				
I, Sean P. Winters , hereby certify that I have read and understand all the				
items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge,				
information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.				
CERTIFICATION				
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON				
MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.				
Winters Bros Hauling of Long Island, LLC				
Name of submitting business				
Electronically signed and certified at the date and time indicated by: Sean P. Winters [SEAN@WINTERSBROS.COM]				
Vice President				
Title				
01/14/2021 09:40:35 AM				
Date				

PRINCIPAL QUESTIONNAIRE FORM

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

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

Country:	US			,		<u></u>	
Business Ad	dress:	120 Nancy	Street				
City:	West Babylo	n	State/Province/Te	rritory:	NY Z	Zip/Postal Code:	11704
Country	US						
Telephone:	5169370900						
Other preser	nt address(es):	120 Nancy	Street				
City:	West Babylo		State/Province/Te	rritory:	NY Z	Zip/Postal Code:	_ 11704
Country:	US						
Telephone:	5163013529						
	Officer		Secre	etary			
	ial Officer		Secre	•			
Vice Preside	ial Officer	Descripti	Partr	•		Start Date	
Chief Exec. (Chief Finance Vice Preside (Other) Type Other	ial Officer nt	Chief Op	Partr	ner		Start Date 02/04/2014	

Page 1 of 5

5.	other t	the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization han the one submitting the questionnaire? X NO If Yes, provide details.
	YES Attach officer	ed is a schedule of all the affiliates of Winters Bros Hauling of Long Island LLC for which I have been an
	1 File	(s) Uploaded: WBH Affiliates.pdf
6.	Has ar 3 year YES	ny governmental entity awarded any contracts to a business or organization listed in Section 5 in the past s while you were a principal owner or officer? X NO If Yes, provide details.
	Village	of Bayville, Village of Sea Cliff, Village of Oyster Bay Cove, City of Glen Cove, Town of Oyster Bay, of Brookhaven, Town of South Hampton, Town of Smithtown have contracts for various solid waste
result	of any a	irmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you bace, photocopy the appropriate page and attach it to the questionnaire.
7.	In the in which	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 ch you have been a principal owner or officer: 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.
	ļ	
·	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.

-	ed? NO X If 'Yes', provide details for each such instance. (Provide a detailed response estions check "Yes". If you need more space, photocopy the appropriate page and attached it to the ionnaire.)
a.	Is there any felony charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective actitaken.
b.	Is there any misdemeanor charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective actitaken.
c.	Is there any administrative charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective actitaken.
d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other can element of which relates to truthfulness or the underlying facts of which related to the conduct obusiness? Y YES NO X If yes, provide an explanation of the circumstances and corrective activaten.
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 act 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 act

).	been t prosec to activ	he subj cuting o	ect of a r inves erforme	a crimina tigative a ed at, for	provided in response to the previous questions, in the past 5 years, have you il investigation and/or a civil anti-trust investigation by any federal, state or local agency and/or the subject of an investigation where such investigation was related, or on behalf of the submitting business entity and/or an affiliated business listed. If yes, provide an explanation of the circumstances and corrective action taken.
1.	to Que	estion 5 f invest	, been igation	the subj by any ເ	provided, in the past 5 years has any business or organization listed in response ect of a criminal investigation and/or a civil anti-trust investigation and/or any other government agency, including but not limited to federal, state, and local regulatory rincipal owner or officer? If yes, provide an explanation of the circumstances and corrective action taken.
)	had ar license		tion im	posed as	or this business, or any other affiliated business listed in response to Question 5 a result of judicial or administrative proceedings with respect to any professional
	YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.
3.	For the	e past 5 or local	tax ye	ears, hav or other a	e you failed to file any required tax returns or failed to pay any applicable federal, assessed charges, including but not limited to water and sewer charges?
	YES	local	NO	X	If yes, provide an explanation of the circumstances and corrective action taken.
	ı — —				

I, Kevin Nolan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.
I, Kevin Nolan , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.
CERTIFICATION A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
Winters Bros. Hauling of Long Island LLC
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Kevin Nolan [KNOLAN@WINTERSBROS.COM]
Chief Operating Officer
Title
10/13/2020 03:09:43 PM Date

Page **5** of **5** Rev. 3-2016

Winters Bros. Hauling of Long Island, LLC Schedule of Affiliates

Named Insured	FEIN	Nature of business
Winters Bros Waste Systems of Long Island Holdings, LLC	473026707	Parent/Holding Company
Winters Bros Waste Systems of Long Island Intermediate Holdings, LLC	473028499	Intermediate Holding Company
Winters Bros. Waste Systems of Long Island LLC	611729674	Waste Hauling and Recycling Company
Winter Bros Hauling of Long Island LLC	371749568	Collection/Hauling Company
Winter Bros Recycling of Long Island, LLC	371749708	Recycling and Transfer Company
Winters Bros Brookhaven MRF, LLC	84-3647808	Recycling Company
Winters Residential Waste Services, LLC	465173778	Residential Collection Company
Winters Bros Green Stream Intermediate Holdings, LLC	473047836	Holding Company
Winters Bros Hicksville, LLC	260806741	Real Estate Holding Company
Winters 99 Nancy, LLC	473169735	Real Estate Holding Company
Winters 971 Waverly, LLC	473088266	Real Estate Holding Company
Winters 87 Mahan, LLC	473208767	Real Estate Holding Company
Winters 82A Old Dock, LLC	473215827	Real Estate Holding Company
Winters 19 Nancy, LLC	473193779	Real Estate Holding Company
Winters 180 Patton, LLC	473117802	Real Estate Holding Company
Winters 151 Peconic, LLC	473247673	Real Estate Holding Company
Winters 147 Peconic, LLC	473230836	Real Estate Holding Company
Winters 120 Nancy, LLC	473159338	Real Estate Holding Company

ANNEX 1 Winters Bros. Hauling of Long Island, LLC

A. Applicant/Bidder:

Winters Bros. Hauling of Long Island, LLC

B. Organizational Structure of Applicant/Bidder:

- Winters Bros, Hauling of Long Island, LLC, is a Delaware, member-managed limited liability company, whose sole member is Winters Bros. Waste Systems of Long Island, LLC
- Winters Bros. Waste Systems of Long Island, LLC, is a Delaware, member-managed limited liability company, whose sole member is Winters Bros. Waste Systems of Long Island Intermediate Holdings, LLC
- Winters Bros. Waste Systems of Long Island Intermediate Holdings, LLC, is a Delaware, member-managed limited liability company, whose sole member is Winters Bros. Waste Systems of Long Island Holdings, LLC.
- Winters Bros. Waste Systems of Long Island Holdings, LLC, is a Delaware, manager-managed limited liability company.

C. Board of Managers of Winters Bros. Waste Systems of Long Island Holdings, LLC:

Name	Address
Joseph M. Winters	120 Nancy Street West Babylon, NY 11704
Sean P. Winters	120 Nancy Street West Babylon, NY 11704
Michael Castellarin	22 St. Clair Avenue East Suite 1700 Toronto, Ontario, Canada M4T 2S3
Douglas Horn	22 St. Clair Avenue East Suite 1700 Toronto, Ontario, Canada M4T 2S3

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D. Officers of Winters Bros. Waste Systems of Long Island Holdings, LLC:

<u>Name</u>	<u>Title</u>	Address
Joseph M. Winters	President and Chief Executive Officer	(see above)
Sean P. Winters	Vice President	(see above)
Stephen R. Soucy	Chief Financial Officer	120 Nancy Street West Babylon, NY 11704
Kevin T. Nolan	Chief Operating Officer	120 Nancy Street West Babylon, NY 11704

E. Members of Winters Bros. Waste Systems of Long Island Holdings, LLC (holding an interest of 10% or more):

Name	Address
Joseph Winters Family, LLC	120 Nancy Street West Babylon, NY 11704
Sean Winters Family LLC	120 Nancy Street West Babylon, NY 11704
CEP V WBLI US Blocker Company	22 St. Clair Ave. East Suite 1700 Toronto, Ontario, Canada M4T 2S3

CONFIDENTIAL RESTRICTION

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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

	Principal Na	*				·			
	Date of birth	·		1					
	Home addre		Canaan Road		(T	ОТ	7:-/D4-1 OI	00007	
	City:	Wilton		_ State/Provin	ice/Territory:	<u></u>	_ Zip/Postal Code:	06897	
	Country:	US				,			
	Business Ad		120 Nancy	······					
	City:	West Babylon		_ State/Provin	ice/Territory:	<u>NY</u>	_ Zip/Postal Code:	11704	
	Country	US					-		
	Telephone:	5169370900						,	
	Other preser	nt address(es):	120 Nancy	Street					
	City:	West Babylon		State/Provin	ce/Territory:	NY	Zip/Postal Code:	11704	
	Country:	US							
	Telephone:	5163013529							
	List of other	addresses and te	elephone nur	nbers attache	d				
	Elot of other	addiooboo and to	nopilolio ilai	moore anaome.					
	Positions he	ld in submitting b	usiness and	starting date	of each (chec	k all app	olicable)		
	President				Treasurer				
	Chairman of	Board	,		Shareholde				
	Chief Exec.				Secretary	·			
	Chief Financ		/19/2018		Partner				
	Vice Preside	· · · · · · · · · · · · · · · · · · ·	10/2010		·				
	(Other)	5) L							
	(Other)								
	T	an equity intere			ng the questio	nnaire?			
	YES	NO X	If Yes, prov	ide details.					
					<u> </u>		.		
		Are there any outstanding loans, guarantees or any other form of security or lease or any other type of							
	contribution made in whole or in part between you and the business submitting the questionnaire?								
	YES	NO X	If Yes, prov	ide details.				· · · · · · · · · · · · · · · · · · ·	
	Within the p	ast 3 vears, have	vou been a	principal owne	er or officer o	f anv bu	siness or notfor-prof	it organization	
•		ne one submitting					and a riodor prof	vigariimadioi	
	YES X	NO ON	If Yes, prov						
					ns Hauling of	Long Isl	land LLC for which I	have been an	

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	officer	•
		(s) Uploaded: ANNEX 1 Winters Bros Hauling of Long Island LLC 10% Ownership 2020-09.pdf, WBH es.pdf, WBHLI Affiliates 2020-09.pdf
		ny governmental entity awarded any contracts to a business or organization listed in Section 5 in the past s while you were a principal owner or officer?
	YES	X NO If Yes, provide details.
	Oyste	lu County, Village of Bayville, Village of Sea Cliff, Village of Oyster Bay Cove, City of Glen Cove, Town of r Bay, Town of Brookhaven, Town of South Hampton, Town of Smithtown have contracts for various solic services.
sult	of any	rirmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you bace, photocopy the appropriate page and attach it to the questionnaire.
<i>,</i> 0 0.	In the	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section to
	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

a.	Is there any felony charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective actitaken.
b.	Is there any misdemeanor charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective act taken.
C.	Is there any administrative charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective act taken.
d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other an element of which relates to truthfulness or the underlying facts of which related to the conduct business? Y YES NOX If yes, provide an explanation of the circumstances and corrective act 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 act 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

10.	In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
11.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
12.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
13.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

·	
I, Stephen Soucy , hereby acknowledge that a materially false statement	
willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or	
any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.	
L Stanban Sayov	
I, Stephen Soucy , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my	
knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring	
after the submission of this form; and that all information supplied by me is true to the best of my knowledge,	
information and belief. I understand that the County will rely on the information supplied in this form as additional	
inducement to enter into a contract with the submitting business entity.	
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE	
WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON	
MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.	
Winters Bros Hauling of Long Island LLC	
Name of submitting business	
Electronically signed and certified at the date and time indicated by:	
Stephen Soucy [SSOUCY@WINTERSBROS.COM]	_
CFO	
Title	
10/06/2020 05:09:29 PM	
Date	

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

Winters Bros. Hauling of Long Island, LLC Schedule of Affiliates

Named Insured	FEIN	Nature of business
Winters Bros Waste Systems of Long Island Holdings, LLC	473026707	Parent/Holding Company
Winters Bros Waste Systems of Long Island Intermediate Holdings, LLC	473028499	Intermediate Holding Company
Winters Bros. Waste Systems of Long Island LLC	611729674	Waste Hauling and Recycling Company
Winter Bros Hauling of Long Island LLC	371749568	Collection/Hauling Company
Winter Bros Recycling of Long Island, LLC	371749708	Recycling and Transfer Company
Winters Bros Brookhaven MRF, LLC	84-3647808	Recycling Company
Winters Residential Waste Services, LLC	465173778	Residential Collection Company
Winters Bros Green Stream Intermediate Holdings, LLC	473047836	Holding Company
Winters Bros Hicksville, LLC	260806741	Real Estate Holding Company
Winters 99 Nancy, LLC	473169735	Real Estate Holding Company
Winters 971 Waverly, LLC	473088266	Real Estate Holding Company
Winters 87 Mahan, LLC	473208767	Real Estate Holding Company
Winters 82A Old Dock, LLC	473215827	Real Estate Holding Company
Winters 19 Nancy, LLC	473193779	Real Estate Holding Company
Winters 180 Patton, LLC	473117802	Real Estate Holding Company
Winters 151 Peconic, LLC	473247673	Real Estate Holding Company
Winters 147 Peconic, LLC	473230836	Real Estate Holding Company
Winters 120 Nancy, LLC	473159338	Real Estate Holding Company

Winters Bros. Hauling of Long Island, LLC Schedule of Affiliates

Named Insured	FEIN	Nature of business
Winters Bros Waste Systems of Long Island Holdings, LLC	473026707	Parent/Holding Company
Winters Bros Waste Systems of Long Island Intermediate Holdings, LLC	473028499	Intermediate Holding Company
Winters Bros. Waste Systems of Long Island LLC	611729674	Waste Hauling and Recycling Company
Winter Bros Hauling of Long Island LLC	371749568	Collection/Hauling Company
Winter Bros Recycling of Long Island, LLC	371749708	Recycling and Transfer Company
Winters Bros Brookhaven MRF, LLC	843647808	Recycling Company
Winters Bros Waste Systems of NYC LLC	850597348	Collection/Hauling Company
Winters Residential Waste Services, LLC	465173778	Residential Collection Company
Winters Bros Green Stream Intermediate Holdings, LLC	473047836	Holding Company
Shamrock Logistics of Long Island LLC	851691289	Freight Brokerage Company
Winters Bros Transportation of Long Island LLC	8517 1 0664	Trucking Company
Brookhaven Rail LLC	451002282	Short Line Rail Operating Company
Shamrock Rail LLC	850949103	Short Line Rail Holding Company
Winters Bros Hicksville, LLC	260806741	Real Estate Holding Company
Winters 99 Nancy, LLC	473169735	Real Estate Holding Company
Winters 971 Waverly, LLC	473088266	Real Estate Holding Company
Winters 87 Mahan, LLC	473208767	Real Estate Holding Company
Winters 82A Old Dock, LLC	473215827	Real Estate Holding Company
Winters 19 Nancy, LLC	473193779	Real Estate Holding Company
Winters 180 Patton, LLC	473117802	Real Estate Holding Company
Winters 151 Peconic, LLC	473247673	Real Estate Holding Company
Winters 147 Peconic, LLC	473230836	Real Estate Holding Company
Winters 120 Nancy, LLC	473159338	Real Estate Holding Company

ANNEX 1 Winters Bros. Hauling of Long Island, LLC

A. Applicant/Bidder:

Winters Bros. Hauling of Long Island, LLC

B. Organizational Structure of Applicant/Bidder:

- Winters Bros. Hauling of Long Island, LLC, (Subsidiary) is a Delaware, member-managed limited liability company, whose sole member is Winters Bros. Waste Systems of Long Island, LLC
- Winters Bros. Waste Systems of Long Island, LLC, (Subsidiary) is a Delaware, member-managed limited liability company, whose sole member is Winters Bros. Waste Systems of Long Island Intermediate Holdings, LLC
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- Winters Bros. Waste Systems of Long Island Holdings, LLC, is a Delaware, manager-managed limited liability company.

C. Board of Managers of Winters Bros. Waste Systems of Long Island Holdings, LLC and Subsidiaries:

Name	Address
Joseph M. Winters	120 Nancy Street West Babylon, NY 11704
Sean P. Winters	120 Nancy Street West Babylon, NY 11704
Michael Castellarin	22 St. Clair Avenue East Suite 1700 Toronto, Ontario, Canada M4T 2S3
Francis Hoang	1624 Market St Suite 202 PMB 94908, Denver, CO 80202.

CONFIDENTIAL RESTRICTION

D. Officers of Winters Bros. Waste Systems of Long Island Holdings, LLC and Subsidiaries:

Name	<u>Title</u>	Address
Joseph M. Winters	President and Chief Executive Officer	(see above)
Sean P. Winters	Vice President	(see above)
Stephen R. Soucy	Chief Financial Officer	120 Nancy Street West Babylon, NY 11704
Kevin T. Nolan	Chief Operating Officer	120 Nancy Street West Babylon, NY 11704

E. Ownership of Winters Bros. Waste Systems of Long Island Holdings, LLC and Subsidiaries (holding an interest of 10% or more):

No individuals own more than 10%

CONFIDENTIAL RESTRICTION

COUNTY OF NASSAU

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

1. Name of the Er	tity: Winters Bros H	lauling of Long Island LLC		· · · · · · · · · · · · · · · · · · ·	
Address: 120 N	lancy Street				
City: West Bat	ylon	State/Province/Territory:	NY	Zip/Postal Code:	11704
Country: US					
2. Entity's Vendor	Identification Number:	371749568			
3. Type of Busine	ss: <u>Ltd. Liability Co</u>	(specify)			
body, all partners	and limited partners, al	oals; that is, all individuals s I corporate officers, all part ich additional sheets if nece	ies of Joint Vo		
2 File(s) uploaded LLC 10% Owners		S Ownership 2021-01.pdf, A	ANNEX 1 Win	ters Bros Hauling of Lor	ng Island
No principals have	been attached to this form	n.			
individual, list the		holders, members, or partn /partners/members. If a Pu			
2 File(s) uploade LLC 10% Owners		% Ownership 2021-01.pdf,	ANNEX 1 Wi	nters Bros Hauling of Lo	ng Island
No shareholders, r	nembers, or partners have	e been attached to this form.			
"None"). Attach a performance of the	separate disclosure for is contract. Such disclo	s and their relationship to the main for each affiliated or subsure shall be updated to in e performance of the contribute.	sidiary compa clude affiliate	any that may take part ir	n the
3 File(s) uploade Affiliates 2020-12		os Hauling of Long Island L	LC 10% Owr	nership 2.pdf, WBH Affili	ates.pdf, WBHI
"None." The term to influence - or p legislators or com Commission. Suc property subject t	"lobbyist" means any a romote a matter before mittees, including but n h matters include, but a o County regulation, pro	utilized at any stage in this and every person or organiz - Nassau County, its agen not limited to the Open Spa are not limited to, requests ocurements. The term "lobity of Nassau, or State of Na	zation retaine cies, boards, ce and Parks for proposals oyist" does no	d, employed or designat commissions, departme Advisory Committee an , development or improv of include any officer, dir	ed by any clien ent heads, d Planning vement of real rector, trustee,
Are YE	e there lobbyists involve S NO X	ed in this matter?			
<u>(a)</u>	Name, title, business a	iddress and telephone num	ber of lobbyi	st(s):	
D 4 50					

_1	120 Nancy Street
_((b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
,	(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
	ON: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a efirm for the purpose of executing Contracts.
•	ed affirms and so swears that he/she has read and understood the foregoing statements and they are, to dge, true and accurate.
•	igned and certified at the date and time indicated by: / [SSOUCY@WINTERSBROS.COM]
Dated: <u>(</u>	01/12/2021 04:46:28 PM

Title:

CFO

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.

ANNEX 1 Winters Bros. Hauling of Long Island, LLC

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Name	Address
Sean P. Winters	120 Nancy Street West Babylon, NY 11704
Michael Castellarin	22 St. Clair Avenue East Suite 1700 Toronto, Ontario, Canada M4T 2S3
Francis Hoang	1624 Market St Suite 202 PMB 94908, Denver, CO 80202.

CONFIDENTIAL RESTRICTION

D. Officers of Winters Bros. Waste Systems of Long Island Holdings, LLC and Subsidiaries:

Name	<u>Title</u>	Address
Open	President and Chief Executive Officer	
Sean P. Winters	Vice President	120 Nancy Street West Babylon, NY 11704
Stephen R. Soucy	Chief Financial Officer	120 Nancy Street West Babylon, NY 11704
Kevin T. Nolan	Chief Operating Officer	120 Nancy Street West Babylon, NY 11704

E. Ownership of Winters Bros. Waste Systems of Long Island Holdings, LLC and Subsidiaries (holding an interest of 10% or more):

No individuals own more than 10%

CONFIDENTIAL RESTRICTION

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No individuals own more than 10%

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

> 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.

OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

MAY 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 SPECIF 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 37-1749568

TOLL FREE TELEPHONE NUMBER: 631-491-4923
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Winters Bros. Hauling of Long Island, LLC

ADDRESS 120 Nancy Street

CITY West Babylon

STATE NY

ZIP CODE 11704

TELEPHONE 631-491-4923

SIGNATURE OF AUTHORIZED INDIVIDUAL

Patrick Winters - Director of Sales
PRINT OR TYPE NAME OF SIGNER AND TITLE

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

BID TERMS AND CONDITIONS

- 1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- 3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
- 4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- 5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole of 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 tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
- 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 that Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
- 12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
- 13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
- 14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
- 15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
- 16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
- 17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

- 18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
- 19. Billings for deliveries must be rendered on County claim forms.
- Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
- 21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
- 22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- 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.
- 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 defivered 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.

Director. Office of Purchasing

BIDDER SIGN HERE

DISCLOSURE STATEMENT

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

Bidders Name: Winters Bros. Hauling of Long Island, LLC Address: 120 Nancy Street West Babylon, NY 11704 Telephone No: 631-491-4923 Fax No: 516-333-9338 A Corporation *LLC 1. State Whether: Individual _____ Partnership _____ **GUIDELINES FOR DISCLOSURE** THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual. 1) 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors. Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and 3) 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. Joint Venture. The Names and Home Addresses of all Joint Ventures. 8) NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY. *IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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

FORMAL SEALED BID PROPOSAL 91027-04300-060

		QUALIFICATION	STATEMENT		
BIDDER'S NAME: Winters Bros. Hau	ling of Long Island, LLC				
ADDRESS: 120 Nancy Street	t West Babylon, NY 11704				
1. STATE WHETHER	R: CORPORATION *L	rc Iv	IDIVIDUAL	PARTNERSHIP	
PRESIDENT Joseph M. Winte VICE PRESIDENT	ON OR PARTNERSHIP LIS ers - President/Owner/CEO - Vice President/Owner		- Chief Operating Officer) OR MEMBER(S) *LLC Steven Soucey - Chief Financ Officer	cial
		EMENT WITH THE	COUNTY OF NASSAU?		
	RS HAS YOUR ORGANIZAT	rion been in busi	iness under Your Pres	SENT NAME? 5+ years	
5. HAVE YOU, OR Y IF SO, WHERE A	OUR FIRM, EVER FAILED ND WHY?	TO COMPLETE ANY	WORK AWARDED TO YO	OU? No	
Transfer facilities	LINES OF BUSINESS ARE and secure shredding ser PERIENCE OF THE PRINC	vices		N RELATING TO THE SUBJE	.CT OF
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY	
Joseph M. Winters	President/CEO/Owner	30+ Years	Ope	rations / Owner	
	Vice President/Owner Chief Operating Officer R HAVE YOU INSPECTED with the area/done proper		Or VORK? EXPLAIN IN DETA		
	F.O.B. DESTINATION AND IN				
BIDDER SIGN HE	BIDDI	ER		Director of Sales TITLE	
	Patrick V	Vinters 4			

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FORMAL SEALED BID PROPOSAL 91027-04300-060

9. THE CONTRACT, IF AWARDED TO YOU ON NAME AND PRESENT POSITION	OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE
Patrick Winters - Director of Sales & Kevir	n Nolan - Chief Operating Officer
REFERENCES SHOULD INVOLVE PROJECTS A REFERENCES MUST HAVE HAD DEALING WI RESERVES THE RIGHT TO CONTACT ANY O	E THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. ITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY R ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST HE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BI REFERENCE FORM IS REQUIRED.
NASSAU COUNTY (AND ANY OF ITS AGENCI SUBSTITUTED FOR ANY OF THE THREE REC	IES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE QUIRED REFERENCES.
REFERENCE'S NAME: Town of Babylon	
ADDRESS: RT 1 Town Hall Babylon, NY 11702	
TELEPHONE: 631-422-7695 , Contract Date: Jan 2001 - present	ONTACT PERSON Victoria Russel
2. REFERENCE'S NAME; Smithtown Central Schools	
ADDRESS: 26 New York Ave Smithtown, NY 11787	
TELEPHONE: 631-382-4133 CON CONTRACT DATE: April 2015 - present	ITACT PERSON Nancy
3. REFERENCE'S NAME: Sachem CSD ADDRESS: 51 School Street Lake Ronkonkoma, NY 1:	1779
TELEPHONE: 631-471-1300 CON CONTRACT DATE: April 2015 - Present	ITACT PERSON Heddy
ALL BIDS MUST BE F.O.B. DESTINATION AND	INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE BID	Director of Sales PER TITLE

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 WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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:

PLEAS	E CHECK ONE:
х	By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
OR	
	I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.
Dated:	(Signature of Bidder) Print Name: Patrick Winters
	Print Title: Director of Sales

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.

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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.
- (I) 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

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	BIDDER Patrick Winters	TXTLE

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, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

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

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

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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.

<u>Prohibition of Gifts</u>. 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, meais, 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.

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FORMAL SEALED BID PROPOSAL 91027-04300-060

INDEMNIFICATION:

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

DEFINITIONS:

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

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

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

IMPORTANT

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

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		BIDDER		TITLE
		Patrick Winters	13	

FORMAL SEALED BID PROPOSAL 91027-04300-060

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:

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

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

Ordinance # 72-2014

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

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INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing 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:

Delivery to be made _	1 Week prior to commencement of service	Days A/R/O.
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Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries. Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

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

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

NO PARTIAL PAYMENTS WILL BE PAID.

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

ALL BIDS MUST BE F.O.B.	DESTINATION AND INCLUDE DELIVERY WITH:	IN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE		Director of Sales
<u>~~</u>	RIDDER	TTTLE

Patrick Winters

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FORMAL SEALED BID PROPOSAL 91027-04300-060

Director of Sales

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I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE. CLAIMANT NAME DATE BY (SIGNATURE) TITLE *CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID** Vendors may download claim form NIFS560 at the following URL: http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf **PAYMENT:** A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified. If a claim voucher is not being submitted, the following certification MUST appear on the invoice: I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just. true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made. Claimant Name Date By Signature Title CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID. Vendors may download claim form NIFS560 at the following URL: http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf **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 ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER

Patrick Winters

FORMAL SEALED BID PROPOSAL 91027-04300-060

TITLE

arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fall from the above reasons.

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

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

BIDDER SHALL STATE WARRANTY PERIOD: 1 year as stated above		
NOTE: All warranties take effect only upon written acc that point.	ceptance of equipmen	t by using agency and shall run full term from
BIDDER SHALL INDICATE COST AND TERM OF ANY EX N/A	XTENDED WARRANTY	OPTION, IF AVAILABLE:
TAY BROWSEIGHT. Durchases made by the County of	f Naccau are not cubic	pet to State Jacol Sales Tayon on Endonal System
TAX PROVISION: Purchases made by the County of Taxes. Federal Exemption #A-109538 State Exemption "Fair Trade Agreements" and bidders should be a should be a state of the county of t	otion #EX 7213062C.	The County of Nassau is not subject to any
REDUCTION IN PRICES: If an award is made, the during the requirement period, the County shall receive incumbent upon the Contractor to notify the Purchasin	e the benefit of such	reduction immediately upon effect. It shall be
PRICE PROTECTION: Bidders are required to state	period of price protec	tion (in terms of days) after the bid opening.
STATE PRICE PROTECTION PERIOD: _	365	DAYS AFTER BID OPENING
EXTENSION OF PRICE: It is anticipated that addition year. According, the County of Nassau requests that the for one (1) year from the date of the award. Economia Bidders are requested to state the period for which bid additional days.	the prices bid be prote ic conditions may not	ected and be available to the County of Nassau permit the price protection for an entire year.
SPECIFICATIONS: Submit complete specifications a and designation of a manufacturer's catalog description there-from shall not be construed as qualification of the stated in the Purchase or Blanket Order.	n, brand name or nur	nber in any Purchase or Blanket Order resulting
PRODUCT IDENTIFICATION: If a product(s) is idefinish, composition, size, workmanship and performance warrants that the substitute product being offered is a brand of the product offered as an equal. If as a resulan equal which is subsequently deemed to be unacceptated.	ce characteristics may in equal. Bid sheets s ilt of an award, a deliv	be acceptable. In submitting a bid, each bidder thall be so noted of the manufacturer's name and very is made of a brand or product represented as
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE D	DELIVERY WITHIN DOO	RS UNLESS OTHERWISE SPECIFIED.
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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: Industrial Coverage
Or B) Certificate of Insurance with indemnification agreement (hold harmless clause): Industrial Coverage

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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	<u> </u>	BIDDER Patrick Winters	19	TITLE

FORMAL SEALED BID PROPOSAL 91027-04300-060

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:

	Director of Sales	
Signature Patrick Winters	Title	Date
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

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 and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

Identifying Data: Potential Contractor: Winters Bros. Hauling of Address: 120 Nancy Street West Bab Street: 120 Nancy Street City, Town, etc: West Babylon, NY 11704	ay of <u>April</u>	, 20 <u>20</u>	as the act and deed of said Corporation or Pa	artnershi
Potential Contractor: Winters Bros. Hauling of Address: 120 Nancy Street West Bab Street: 120 Nancy Street City, Town, etc: West Babylon, NY 11704	Long Island, LLC			
Winters Bros. Hauling of Address: 120 Nancy Street West Bab Street: 120 Nancy Street City, Town, etc: West Babylon, NY 11704	Long Island, LLC			
120 Nancy Street West Bab Street: 120 Nancy Street City, Town, etc: West Babylon, NY 11704				
120 Nancy Street City, Town, etc: West Babylon, NY 11704	ylon, NY 11704			
West Babylon, NY 11704				
Telephone: 631				
	-491-4923	Title:	Director of Sales	
If applicable, responsible Co	orporate Officer			
Name Patrick Winters		Title	Director of Sales	
Signature:FAILURE TO COM		AND SIGN IN APPROIC REJECTION OF TH	Sign Here PRIATE PLACE SHALL RESUL E BID.	TIN
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 91027-04300-060

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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	BIDDER Patrick Winters 26	TITLE

FORMAL SEALED BID PROPOSAL 91027-04300-060

- 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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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

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:
- 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 Walver Request Office One West Street – 4th Floor Mineola, New York 11501

c. Waiver and Procurement

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	BIDDER Patrick Winters 28	TITLE

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 91027-04300-060

- 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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	BIDDER Patrick Winters	TITLE

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

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 \S 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 M. Winters							(Name)	
 120	Nancy	Street	West	Babylon,	NY	11704	(Address)
		631-491	-4923			(Tele	phone	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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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

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FORMAL SEALED BID PROPOSAL 91027-04300-060

Director of Sales

TITLE

assessed	d against the Contractor, describe below:		
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			-
_			_
			_
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 -			_
initiate	past five years, an administrative proceeding, and judicial action has <u>has no</u> thas not bee	n commenced again	nst or relating to the
initiate Contract benefits		n commenced again 1 laws regulatine	nst or relating to the g payment of wages or
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BIDDER Patrick Winters

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

Dated

Signature

Chief Executive Officer

FORMAL SEALED BID PROPOSAL

91027-04300-060

Joseph M. Winters
Name of Chref Executive Officer

Sworn to before me this

day of April

Notary Public

MICHELLE FERRARA
Notary Public, State of New York
No. 01FE6084038
Qualified in Suffolk County
Commission Expires November 25, 20 12

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

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

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

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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 91027-04300-060

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 RECYLCING SERVICES:

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 REFUSE REMOVAL PRICE SHALL BE THE SOLE BASIS FOR CHARGES TO NASSAU COUNTY.</u>

- 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. \$ 50.00 PICK UP COST PER LOCATION IF OFFICIAL BOARD MARKET (PUBLICATION) IS AT OR BELOW \$ 150.00 PER TON.
 - COMMINGLED BEVERAGE CONTAINERS INCLUDE CLEAR GLASS BOTTLES, PLASTIC BOTTLES, ALUMINUM CANS AND STEEL CANS. \$ 75.00 PICK UP COST PER LOCATION
 - CARDBOARD IS CORRUGATED AND FLATTENED. (COST INCLUDED WITH MIXED PAPER

 ABOVE IF SINGLE STREAM METHOD IS CHOSEN, \$_95.00 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 STENCILED LETTERING.
- 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.
- I. 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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Director of Sales

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FORMAL SEALED BID PROPOSAL 91027-04300-060

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 SHALLINCLUDE:
- 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

ALL BIDS MUST BE F.O.E	B. DESTINATION AND INCLUDE DEL	IVERY WITHIN DOORS UNLES	S OTHERWISE SPECIFIED.
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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.
- aa. 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 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.

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

<u>ALL BIDS MUST BE F.O.</u>	<u>B. DESTINATION-AND INCLUDE DELIVERY WITH</u>	IN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE		Director of Sales
-	BIPDER Patrick Winters 38	TITLE

PLEASE STATE FACILITY(S) AT WHICH NASSAU COUNTY GENERATED RUBBISH AND REFUSE WILL BE
DISPOSED:
Glen Cove Transfer Station
99 Nancy ST
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	A			
		Exec Office Bldg, West			-	
	1003	Street Mineola	A	1	5	6
		NC Office Bldg. 240				
	1001	OCR Mineola	A	2	5	8
	1006	Adm Bldg 400 CSD	Α	1	5	8
		Maint Bldg/Con				
	4113	Affairs 200 CSD	Α	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			_	_
	1002	(rear of	Α	1	1	6
		building)				
		100 Supreme Court				
	2003	Dr Mineola	Α	1	5	8
	2002	272 OCR Mineola	Α	1	5	6
	2002	252 OCR Mineola	A	1	5	6

BIDDER SIGN HERE Director of Sales	ALL BIDS MUST BE F.O	.B. DESTINATION AND INCL	:UDE-DELIVERY	<u>WITHIN DOORS UNL</u>	ESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE Director of Sales					
	BIDDER SIGN HERE		TO THE PARTY OF TH		Director of Sales

2004	99 Main Street Hempstead	Α	1	5	8
2001	Family Court 1200 OCR Westbury	Α	1	3	6
1102	Medical Examiner NUMC Bldg R East Meadow	Α	1	2	6
1007	JDC 61 Carmen Avenue Westbury	Α	1	3	4
7001	Bethpage Sr. Cit. Ctr. 103 Grumman Road W Bethpage	Α	1	1	4
3002	IT Data Center Hangar 7 Bldg 103 Grumman Road Bethpage	Α	1	2	4
3001	Police HQ 1490 Franklin Avenue	Α	2	5	6
3514	NCPD 1st Precinct 900 Merrick Road Baldwin	A	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	A	1	2	6
3556	1655 5th Dutch Broadway Elmont	А	1	2	8
3567	NCPD 6th Precinct 100 Community Drive Manhasset	A	1	2	6
3577	NCPD 7th Precinct 3636 Merrick Road Seaford	A	1	2	4
3584	NCPD 8th Precinct 286 wantagh	А	1	2	6
3002	Fleet Service Garage	Α	1	1	4
3002	NCPD Aviation Services Hangar 7 103 Grumman Road West Bethpage	А	1	1	6
3005	NCPD Property Crimes Bldg 970 Brush Hollow Road Westbury	À	1	2	4

<u>ALL BIDS MUST BE F.O.</u>	<u>B. DESTINATION AND INCLUDE</u>	DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.	
DYDDED ATAN HEDE		Director of Sales	

	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 - W	В	5	3	6
	8301	Eisenhower Aquatic - S	В	5	7	6
	8101	Eisenhower Park - W	B	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	В	1	2	4
	8403	Pks and Rec = Garvies Point - W	В		2	4
	8305	Pks and Rec - Battle Row Campgrounds - S	В	1	2	4
	8305	Pks and Rec - Battle Row Campgrounds - W	B	1	2	4
	8318	Christopher Morley - W	В	6	2	4
	8318	Christopher Morley - S	В	6	6	4

ALL BIDS MUST BE F.O.B.	<u>DESTINATION AND INCLUDE DELIV</u>	<u>VERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED</u>
-	The same of the sa	
BIDDER SIGN HERE		Director of Sales

8306	Cantiague Park - W	В	6	2	6
8306	Cantiague Park - S	В	6	6	6
8522	Pks and Rec Welwyn Estates - W	В	1	2	4
8522	Pks and Rec Welwyn Estates - S	В	1	3	4
8408	Pks and Rec Obvr Rest W	B	2	2	4
8408	Pks and Rec Obyr Rest - S	В	2	6	4
8516	Pks and Rec Muttontown Preserve - W	В	4	2	4
8516	Pks and Rec Muttontown Preserve - S	В	4	3	4
8504	Pks and Rec Cedarmere - W Pks and Rec	В	1	2	4
8504	Cedarmere - S Pks and Rec	В	1	3	4
8324	Wantagh Park - W Pks and Rec	В	10	2	4
8324	Wantagh Park - S Pks and Rec Milburn	В	10	7	4
8309_	Pond - W Pks and Rec Milburn	В	3.	2	4
8309.	Pond - S Pks and Rec Sands	В	3	3	4
8411	Point - W Pks and Rec Sands	В	2	2	4
8411	Point - S Pks and Rec Leeds Pond - W	B	2	6	4
8511	Pks and Rec Leeds Pond	В	3	3	4
8402	Pks and Rec NC Fine Arts Museum - W Pks and Rec NC	В	3	2	4
8407	Fine Arts Museum - S Pks and Rec Nassau	В	3	3	4
8407	Hall - W Pks and Rec Nassau Pks and Rec Nassau	В	1	1	4
8407	Hall - S Pks and Rec Nickerson	В	1	1	4
8320	Beach - W (all p/u mus be prior to 8am)		14	2	4

ALL BIDS MUST BE F.O.I	B. DESTINAT	ION-AND INCLUD	E DELIVERY WITHIN	DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	+		_	Director of Sales
_	, 1	BIDDER	4,3	TITLE
		Patrick Winters	42	

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	B	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	В		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

		TRICHLIBE BELTHEBY IACTURE	COORDINATED ATTERNATOR AREAVEYS	-
ALL BIDS MUST BE F.O.B	. DESTINATION AND	INCLUDE DELIVERY WITHIN	I DOORS UNLESS OTHERWISE SPECIFIE	D.

BIDDER SIGN HERE _

BIDDER Patrick Winters Director of Sales

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FORMAL SEALED BID PROPOSAL 91027-04300-060

	8308	Pks and Rec Centennial Park - W	В	1	2	4
	8308	Pks and Rec Centennial Park - S	В	1 2	3	4
Suspend	8492 4161	Polaris field 3/1 to 11/1 Water Remediation Bldg 300 Winding Road Old Bethpage	В	<u> </u>	<u>5,75.9</u> 1.	4.
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		E	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:
Total fee per cubic yard * total monthly yards

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

BIDDER SIGN HERE Director of Sales

BIDDER SIGN HERE

Section	1:
PRICII	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 \$ 5.29
	PLUS DISPOSAL FEE PER CUBIC YARD + \$ 0.00
	FLOW CONTROL FEE PER CUBIC YARD \$ 4.90 (IF APPLICABLE)
TOTAI	L FEE PER CUBIC YARD \$ 10.19
2)	FOR ALL NASSAU COUNTY LOCATIONS WITHIN THE TOWN OF NORTH HEMPSTEAD:
	PICK -UP FEE PER CUBIC YARD \$_5.17
	PLUS DISPOSAL FEE PER CUBIC YARD + \$_0.00
	FLOW CONTROL FEE PER CUBIC YARD \$ 4.64 (IF APPLICABLE)
TOTAI	L FEE PER CUBIC YARD \$ 9.81
3)	FOR ALL NASSAU COUNTY LOCATIONS WITHIN THE TOWN OF OYSTER BAY:
	PICK-UP FEE PER CUBIC YARD \$
	PLUS DISPOSAL FEE PER CUBIC YARD + \$ 4.33
	FLOW CONTROL FEE PER CUBIC YARD \$ 0.00 (IF APPLICABLE)
TOTAI	L FEE PER CUBIC YARD \$ 9.35
4)	RETRIEVER TRUCK AT THE SUPREME COURT BUILDING IN MINEOLA
	COST PER MONTH \$ 2,273.25
5)	COMPACTORS LOCATED AT NICKERSON BEACH. CURRENTLY NASSAU COUNTY IS USING
	SIX (6) – 6 YARD COMPACTORS
	RATIO TO BE CHARGED:3:1 (THIS IS THE MULTIPLIER OF THE REGULAR FEES TO ACCOMMODATE THE TONNAGE DUE TO COMPACTING)

Director of Sales

TITLE

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

BIDDER Patrick Winters *SIZE OF UNIT 10 thru 40

COST OF RENTAL PER MONTH)

PRICING: (CONTINUED)

COST PLUS ___25_%

PARK SITES.

Specification/Pricing

6)

RENTAL OF COMPACTOR UNITS:

*COST PER MONTH \$_350.00

MFR. LIST PRICE (MLP) LESS ___ 0 ___ %

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

Patrick Winters 46	TITLE			
BIDDER SIGN HERE BIDDER	Director of Sales			
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.				
Bidder must show a plan to be able to recycle 85% of incoming debris for reuse.				
Bidder must be an approved disposal site for Asian Longhorned Beetle host material.				
Bidder must own and have available on bidders owned site at least one tub minimum of three excavators to handle any unexpected volume of debris.	grinder, one screening plant and a			
Pricing includes transportation and disposal to a 360 permitted and DEC ap the bidder.	proved site owned and operated by			
Department of Public works garages active and Non-active and to extend w garage listed below.	ithin a five mile radius of each			
Pricing for removal of aggregate products Vegetative products and debris w	vill be based on the location of			
Removal services of vegetative products of processed woodchips logs, stump mix or any mixed combination				
Removal services of aggregate products such as concrete, asphalt, brick, dirt or any mixed combination				

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(PLEASE ATTACH ADDITIONAL SHEET, IF MORE SIZES ARE AVAILABLE FOR RENTAL, AND INCLUDE SIZE AND

PURCHASE OF 4-YARD TOWABLE CONTAINS, AS NEEDED AT VARIOUS NASSAU COUNTY

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

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 of different types of debris

Bidder to submit copies of registrations, all permits and recovery plan with bid.

Bidder must be available 7 days a week 24 hours a day in the event of an emergency be available on holidays

Response time shall be no more than four (4) hours State response time 4 hours

Garage Locations:

1) Bay Park

2 Marjorie Lane

East Rockaway, N.Y. 11518 and to extend within a five (5) mile radius

Price per pickup

A) concrete, asphalt, brick	price per cu. yd. \$_75.00
B) Dirt	price per cu. yd. \$
C) Woodchips – logs - stump mix	price per cu. yd. \$_40.63
D) Woodchips	price per cu. yd. \$ 26.56
E) Logs	price per cu. yd. \$_40.63
F) Stumps	price per cu. yd. \$_40.63
G) Clean leaves	price per cu. yd \$_25.00
I) Any combination of above items	price per cu. yd. \$_75.00

2) 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. \$	\$70.31
B) Dirt	price per cu. yd. \$	\$70.31
C) Woodchips – logs - stump mix	price per cu. yd. \$	\$34.38
, , ,		\$23.44
D) Woodchips	price per cu. yd. \$	
E) Logs	price per cu. yd. \$	\$34.38
F) Stumps	price per cu. yd. \$	\$34.38
G) Clean leaves	price per cu. yd. \$_	\$22.66
I) Any Combination of above items	price per cu. yd. \$_	\$70.31

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. \$ <u>67.19</u>
B) Dirt	price per cu. yd. \$_67.19
C) Woodchips – logs - stump mix	price per cu. yd. \$
D) Woodchips	price per cu. yd. \$_21.09
E) Logs	price per cu. yd. \$_29.69
F) Stumps	price per cu. yd. \$_29.69
G) Clean leaves	price per cu. yd. \$ 21.09
I) Any combination of above items	price per cu. yd. \$ 71.88

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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. \$71.88

B) Dirt price per cu. yd. \$\frac{71.88}{}

C) Woodchips – logs - stump mix price per cu. yd. \$\frac{37.50}{}

D) Woodchips price per cu. yd. \$\frac{25.00}{}

E) Logs price per cu. yd. \$ 37.50

F) Stumps price per cu. yd. \$ 37.50

G) Clean leaves price per cu. yd. \$23.44

I) Any combination of above items price per cu. yd. \$_71.88

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. \$\frac{71.88}{}

B) Dirt price per cu. yd. \$ 68.75

C) Woodchips – logs - stump mix price per cu. yd. \$ 34.38

D) Woodchips price per cu. yd. \$ 23.44

E) Logs price per cu. yd. \$ 34.38

F) Stumps price per cu. yd. \$ 34.38

G) Clean leaves price per cu. yd. \$ 22.66

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 Patrick Winters Director of Sales

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

Price per pickup

A) concrete, asphalt, brick

price per cu. yd. \$ 73.44

B) Dirt

price per cu. yd. \$73.44

C) Woodchips – logs - stump mix

price per cu. yd. \$39.06

D) Woodchips

price per cu. yd. \$\frac{25.78}{}

E) Logs

price per cu. yd. \$ 39.06

F) Stumps

price per cu. yd. \$ 39.06

G) Clean Leaves

price per cu. yd. \$ 24.22

I) Any combination of above items

price per cu. yd. \$ 73.44

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. \$ 76.56

B) Dirt

price per cu. yd. \$_76.56

C) Woodchips – logs - stump mix

price per cu. yd. \$ 42.19

D) Woodchips

price per cu. yd. \$\frac{27.34}{}

E) Logs

price per cu. yd. \$ 42.19

F) Stumps

price per cu. yd. \$ 42.19

G) Clean leaves

price per cu. yd. \$ 25.78

I) Any combination of above items

price per cu. yd. \$76.56

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

BIDDER SIGN HERE

Director of Sales

BIDDER
Patrick Winters

TITLE

8) Manhasset Garage 360 Bayview Ave Manhasset N.Y. 11030 and to extend w	ithin a five (5) mile radius	
Price per pickup		
A) concrete, asphalt, brick	price per cu. yd. \$69.53	_
B) Dirt	price per cu. yd. \$69.53	
C) Woodchips – logs - stump mix	price per cu. yd. \$\frac{32.03}{}	
D) Woodchips	price per cu. yd. \$22.27	
E) Logs	price per cu. yd. \$ 32.03	
F) Stumps	price per cu. yd. \$32.03	
G) Clean leave	price per cu. yd. \$ <u>22,27</u>	. <u></u>
I) Any combination of above items	price per cu. yd. \$ <u>73,44</u>	<u></u>
Additional services, locations can be added	I to this contract with written quo	te and amendment.
Prices PLAN B (TIME AND MATER LABOR BETWEEN THE HOURS OF 8:00 A.: B1) MINIMUM/CALL OUT CHARGE (IF AN	M. AND 6:00 P.M. MONDAY THE	
B2) REGULAR HOURLY RATE at \$ 15	5.00 /hr.	
B3) EACH ADDITIONAL QUARTER HOUR a	t \$ 60.00 /4 hr.	
B4) TRAVEL TIME (IF ANY) N/A		
B5) MILEAGE (IF ANY) N/A		_
PARTS:		
B6) MANUFACTURER'S LIST PRICE (MLP) LESS N/A	· &
B7) COST PLUS %N/A	96	
Vendor agrees, if requested, to prauthorized representative of the Plist price. The cost plus rate stamanufacturer's list price, and when	urchasing Department with outed above will be paid only	copies of such manufacturer's y when there is no
ALL BIDS MUST BE F.O.B. DESTINATION AND I	> NCLUDE DELIVERY WITHIN DOORS UNL	ESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE BIDD	FR	Director of Sales TITLE

BIDDER Patrick Winters

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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:	N/A	days	
LABOR:	N/A	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) MINIM	UM CHARGE	(IF ANY) \$ <u>650.00</u>	
B9) REGULAR HOURLY RATE at \$ 310.00 /hr.			
B10) EACH ADDITIONAL QUARTER HOUR at\$ 115.00 / 4 hr.			
RESPONSE TIME 4 Hours			

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



PERMIT

Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:

Facility:

WINTERS BROS WASTE SYSTEMS OF LONG GLEN COVE TRANSFER STATION

ISLAND LLC

120 NANCY ST

100 MORRIS AVE

WEST BABYLON, NY 11704

GLEN COVE, NY 11542

(631) 491-4923

Facility Location: in GLEN COVE in NASSAU COUNTY

Facility Principal Reference Point: NYTM-E: 614.6

NYTM-N: 4523.9

Latitude: 40°51'29.3" Longitude: 73°38'25.1"

Authorized Activity: Operate a solid waste management facility authorized to receive and process upto 600 tons per day combined of municipal solid waste (MSW), and construction and demolition (C&D) debris; 100 tons per day of yard waste; and 10 tons per day of source separated recyclables. All throughputs are based on monthly average.

Solid Waste Management Facility Activity No(s):

Construction and Demolition debris handling and recovery facility

-30CP0130

Recyclables handling and recovery facility

-30RP0130

Transfer facility

-30TP0130

Permit Authorizations

Solid Waste Management - Under Article 27, Title 7

Permit ID 1-2805-00105/00001

Renewal

Effective Date: 3/23/2020

Expiration Date: 3/22/2025



NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: SHERRI L AICHER, Deputy Permit Administrator

Address:

NYSDEC Region 1 Headquarters

SUNY @ Stony Brook|50 Circle Rd Stony Brook, NY 11790 -3409

Authorized Signature:

Date 3/23/2020

Permit Components

SOLID WASTE MANAGEMENT PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

SOLID WASTE MANAGEMENT PERMIT CONDITIONS

- 1. Conformance With Plans All activities authorized by this permit must be in strict conformance with the permit application, plans and materials prepared by the permittie or the permittie's consultant on the date(s) specified in Special Condition #2.
- 2. Terms of Operation, Approval for Changes The facility shall be operated in conformance with:
- a. Terms and conditions of this permit;
- b. Current 6 NYCRR Part 360 Solid Waste Management Facilities regulations, or any revisions hereafter promulgated;
- c. The Engineering report and Operations and Maintanance (O&M) Manual dated August 19, 2019, prepared by Kempey Engineering.

Any revision to the above approved documents identified in item (c) of this condition or to the operations at this site requires prior written approval from the Department. The permittee shall not add a facility component that would otherwise qualify as an exempt or registered facility, unless the permittee first receives a modified permit to incorporate the additional component of the operation.

If any of the above documents conflict with any condition of this permit, the permit condition shall prevail.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION Facility DEC ID 1-2805-00105



3. Authorized Activity The permittee is authorized to receive and process up to 600 tons per day of municipal solid waste (MSW), and construction and demolition (C&D) debris combined; 100 tons per day of yard waste except grass clippings; and 10 tons per day of source separated recyclables. All throughputs are based on monthly average. Each waste streams shall be kept separate at all times.

The permittee may store up to 100 cubic yards recognizable uncontaminated concrete, asphalt and/or bricks for maintenance of the yard waste area. The storage shall be in south west corner of yard waste processing area.

4. Unacceptable Wastes The permittee is prohibited from accepting the following type(s) of waste: liquid waste, radioactive waste, industrial waste, regulated medical waste, hazardous waste except household hazardous waste accepted during Department approved household hazardous waste collection event, septage, sewage sludge and friable asbestos-containing waste are strictly prohibited.

The permittee shall not receive any load of MSW which contains source separated recyclables that have been commingled with MSW. The permittee shall also not process and store glass clippings outside in yard waste area.

- 5. Waste Handling The permittee shall comply with the following requirements:
- a. All activities, including but not limited to loading, unloading, sorting, processing, and storage, shall be performed inside the enclosed building, except for yard waste. No solid waste, except yard waste and recovered recyclables, shall be placed outside the enclosed buildings for any purpose.
- b. At the end of each workday the facility and tipping areas shall be cleaned of any solid waste. All overnight storage of solid waste shall be in its respective storage area. All on-site roads must be swept by sweeper. The permittee shall make alternative arrangements to sweep the roads when the sweeper is out for maintenance.
- c. Municipal solid waste shall not remain at the facility for more than 7 days. Construction and demolition (C&D) debris and yard waste shall not remain at the facility for more than 15 days. Recovered recyclables shall not remain at the facility for more than 30 days or whenever transfer containers are full. All overnight storage of solid waste shall be in its respective storage area.
- d. The permittee shall require that all vehicles transporting waste to and from the site be appropriately enclosed or covered to prevent littering of roadways approaching the site.
- e. The permittee shall prevent solid waste or leachate entering to surface water or ground water.
- f. The permittee may store up to five empty containers in the yardwaste storage area and up to three containers in front of waste processing building for recyclable storage. The permittee shall not use the facility yard for container storage and staging.



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION Facility DEC ID 1-2805-00105

- g. The overhead doors of the transfer station buildings must be closed at the end of each business day and may not be opened until business resumes the following business day.
- 6. Maximum Quantity Onsite The permittee shall store all municipal solid waste, C&D and recyclables in such a manner as to not negatively impact public health or the environment. Adequate storage space for incoming commercial waste, C&D and recyclables must be maintained.

The permittee shall not exceed the following maximum quantities onsite:

- a. 600 cubic yards of municipal solid waste.
- b. 600 cubic yards of construction and demolition (C&D) debris.
- c. 500 cubic yards of recovered recyclables including cardboard bails.
- d. 1000 cubic yards of yard waste without grass clippings.
- 7. Hours of Operation Hours of operation shall not conflict with any local laws or ordinances. The permittee shall limit the hours and days of operations from 6:00 am to 6:00 pm, Monday through Saturday. No operations of any kind are permitted on Sunday.
- 8. Signs The permittee shall post signs showing hours of operation, and indicating that hazardous waste, industrial waste, medical waste, liquid waste, and asbestos waste are prohibited from being accepted at the facility. The signs shall be located so that they are visible to any vehicles and/or person approaching the facility.
- 9. Waste Control An attendant shall be on duty during all hours of operation. The attendant shall inspect all vehicles entering the facility, rejecting any loads containing unauthorized material.
- 10. Control of Nuisance Conditions Odors, dust, insects, vectors, noise, blowing litter and other potential nuisances shall be adequately controlled at all times. The permittee shall immediately implement any controls required by the Department including cessation of facility operations.

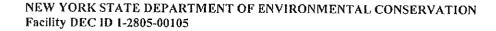
The Department reserves the right to halt receiving and processing of any solid waste, if it is determined that these activities create a hazard to safe operations or a nuisance to the public. The Department reserves the right to require the permittee to implement additional measures to control any nuisance condition.



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION Facility DEC ID 1-2805-00105

The odor and dust control system must be used as necessary to prevent off-site dust and odors. A sufficient amount of odor control material must be maintained on site at all times. In addition, odors from the yard waste area must be controlled sufficiently to prevent an off-site nuisance. The Department reserves the right to require the yard waste operation to be relocated indoors, if offsite odors become a nuisance. If offsite odors from waste inside a building is determined to be a nuisance and cannot be controlled by other means, the permittee shall install high speed doors that remain closed at all times, except for entry and exiting of equipment, vehicles, people and maintenance.

- 11. Fire Protection and Detection The permittee shall maintain fire protection and detection equipment in accordance with local laws and ordinances.
- 12. Cessation of Operations The permittee shall verbally notify the Department within 18 hours of any occurrence of any event which causes the facility to cease operation for a period of 48 hours or more. Such an event would include a fire, spill, equipment breakdown, or similar event. A written report shall be submitted to the Department within 7 days of the event.
- 13. Ultimate Disposal of Waste All solid waste passing through the facility must be ultimately...
 disposed of at a facility authorized by the Department if located in New York State, or by the appropriate governmental agency or agencies if in other states, territories, or nations.
- 14. Unauthorized Waste In the event that any hazardous waste, medical waste, or other regulated waste not allowed under this permit is accepted at the facility, the unauthorized waste shall be contained and properly secured immediately. The permittee shall notify the Department and the Nassau County Department of Health Services within 24 hours of the event. The waste material shall be removed by a waste transporter authorized under 6 NYCRR Part 364 to transport such waste and disposed to the facility authorized to accept such waste. A written report shall be submitted to the Department within 7 days of the event.





15. Small Spill Containment The facility shall keep available at the site equipment and materials necessary to contain small quantities of chemicals or spills. These materials shall be stored in well identified accessible storage areas. As a minimum, the following must be available at all times:

4 - 55 gallon drums with covers and securing rings
400 lbs. absorbent material (e.g. Speedi-Dri)
50 lbs. Boric Acid
50 lbs. Sodium Bicarbonate
Assorted brooms, shovels, gloves, masks, and other protective gear

16. Maintenance and Repair of Facility The permittee shall adequately maintain and make repairs to the facility and its components as necessary. This includes any part of the facility, such as doors to buildings; odor and dust controls and equipment; punctures, holes, or other damage to buildings; minimizing the ponding of stormwater; and concrete and/ or asphalt pavement that becomes damaged or worn.

The permittee shall undertake all repairs immediately and have all work completed within one week. Repairs related to dust or odor controls must be completed within 24 hours. If the permittee is unable to complete repairs within the specified time outlined in this condition, the permittee shall provide an acceptable schedule to the Department which shall include a description of the work to be completed and any controls that will be implemented to ensure the facility remains in compliance with this permit, including the cessation of all or part of the facility operations.

- 17. Comprehensive Recycling Analysis The permittee must not accept at the facility solid waste which was generated within a municipality which has either not completed a Comprehensive Recycling Analysis (CRA) or is not included in another municipality's CRA satisfying the requirements of 6NYCRR Part 360-1.9(f) which has been approved by the Department and implemented the recyclables recovery program determined to be feasible by the analysis.
- 18. Recordkeeping Requirements The permittee shall maintain the following records at the facility for



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION Facility DEC 1D 1-2805-00105

7 years from the date of creation and be available immediately to the Department upon request:

- a. Daily log of solid waste received and transported from the facility which includes:
 - i. Type, quantity, and origin of the solid waste received.
 - ii. Quantity and destination of all recyclables.
 - iii. Quantity and destination of all non-recyclables and residuals transported for disposal.
- b. All weight tickets, hauling receipts, disposal receipts, invoices, tracking documents, etc. to support entries made into the daily log.
- 19. Reporting Requirements The permittee shall submit the original copy of the annual report to the Region 1 Office located at the New York State Department of Environmental Conservation, Division of Materials Management, 50 Circle Road, SUNY @ Stony Brook, NY 11790, and a copy to the Central Office at New York State Department of Environmental Conservation, Division of Materials Management, Bureau of Permitting and Planning, 625 Broadway, 9th Floor, Albany, NY 12233-7253. The report must be submitted no later than March 1 following each year of operation on forms prescribed by or acceptable to the Department.
- 20. Financial Assurance Within 90 days from the effective date of this permit, the permittee shall maintain the financial assurance in the amount of \$ 920,000. The Department reserves the right to adjust the amount of the financial assurance in the future to account for increases in closure costs, and for non-compliance with any conditions of this permit and any requirement of 6 NYCRR Part 360.

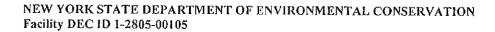
In the event that the permittee fails to maintain financial assurance as required by this permit, the permittee must immediately cease accepting solid waste until financial assurance acceptable to the Department is in place. Within 10 days from the cessation of the required financial assurance, the permittee shall have all solid waste, including recovered recyclables, removed from the facility and the facility shall be in "broom clean" condition.

- 21. Environmental Monitor (OEM) The environmental monitor shall be funded in accordance with the following:
- a. The permittee shall fund environmental monitoring services to be performed by or on behalf of the Department. These monitoring services will include, but not be limited to, the scope of work in an annual environmental monitoring work plan which is incorporated by reference and enforceable under this permit.



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION Facility DEC 1D 1-2805-00105

- b. The permittee shall provide to the Department on an annual basis the funds necessary to support the activities set forth in the annual environmental monitoring work plan. The sum to be provided will be based on the annual budgeted amount and is subject to annual revision. Subsequent annual payments shall be made for the duration of this permit or until the environmental monitoring services are no longer necessary, whichever comes first.
- c. The permittee shall be billed annuall, prior to the start of each State Fiscal Year (SFY) (April 1). If this permit is to first become effective subsequent to April 1, the initial bill will be for an amount sufficient to meet the anticipated cost of the environmental monitoring services through the end of the current SFY.
- d. The Department may revise the required annual bill on an annual basis to include all of the Department's estimated costs associated with the environmental monitoring services. The annual revision may take into account such factors as inflation, salary increases, changes in the fringe benefits rate, changes in operating hours and procedures, changes in non-personal service costs (including travel, training, sampling and analytical, and equipment costs, etc.), an increase or decrease in the level of environmental monitoring services necessary, and an increase or decrease in the number of environmental monitors. Upon written request by the permittee, the Department shall provide the permittee with a written explanation of the basis for any revisions.
- e. Prior to making its annual payment, the permittee will receive, and have an opportunity to review and request adjustment to, an annual environmental monitoring work plan that the Department will undertake during the year. The Department will provide a final annual work plan that the Department will undertake during the year.
- f. Payments are to be made in advance of the period in which they will be expended and shall be made in full within 30 days of receiving a bill from the Department. The bill from the Department to the permittee will provide information regarding to whom payments should be made payable and the address to which payments should be sent.
- g. Failure to make the required payments shall be a violation of this permit. The Department reserves all rights to take appropriate action to enforce the above payment provisions.
- h. The environmental monitor shall, when present at any of the permittee's facilities, abide by all of the permittee's health and safety and operational requirements and policies, if such requirements and policies exist and provided they are not inconsistent with Department policies and labor management contracts, and further provided, however, that this shall not be construed as limiting the environmental monitor's powers as otherwise provided for by law and shall not result in the environmental monitor being afforded less protection than otherwise provided to the environmental monitor by State and Federal health and safety requirements.
- i. The environmental monitor shall receive from the permittee all general and site-specific safety training which is normally given to new facility/site employees for all areas of the facility or site. This training will be a supplement to the health and safety training that the environmental monitor routinely receives from the Department.





- j. The permittee shall immediately furnish to the environmental monitor any facility/site health and safety and operational requirements and policies. Within five (5) days of any revision to the facility/site health and safety and operational requirements and policies, the permittee shall furnish to the environmental monitor the health and safety and operational requirements and policies.
- k. The environmental monitor shall be permitted to use environmental monitoring and data collection devices (e.g., photo ionization detectors, cameras, video recording devices, computers, cell phones, etc.) deemed necessary by the Department to evaluate and document observed conditions. The permittee may request the data and images collected from areas where confidentiality is a concern be considered confidential information if appropriate. Copies of the data or images collected from areas where confidentiality has been determined to be a concern shall be provided to the permittee.
- l. It will remain the responsibility of the permittee to contact the Spill Hotline or any Division within the Department regarding any required notification of any spill, release, exceedances etc. Notification to the environmental monitor will not be considered sufficient to replace any required notifications.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71-0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION Facility DEC ID 1-2805-00105

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator NYSDEC Region 1 Headquarters SUNY @ Stony Brook|50 Circle Rd Stony Brook, NY11790 -3409

- 4. Submission of Renewal Application The permittee must submit a renewal application at least 180 days before permit expiration for the following permit authorizations: Solid Waste Management.
- 5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:
 - a. materially false or inaccurate statements in the permit application or supporting papers;
 - b. failure by the permittee to comply with any terms or conditions of the permit;
 - c. exceeding the scope of the project as described in the permit application;
 - d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
 - e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.
- 6. **Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.



NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION Fugliny DEC 1D 1-4720-02209

KI-Fermits

PERMIT

Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:

WINTERS BROS WASTE SYSTEMS OF LONG WINTERS BROS WASTE SYSTEMS OF LL.

ISLAND LLC

CVO JOSEPH WINTERS 1590 LAKELAND AVE

BOHEMIA, NY 11716

(631) 244-7272

Facility:

LLC

99 NANCY ST

WEST BABYLON, NY 11704

Facility Location: in BABYLON in SUFFOLK COUNTY

Facility Principal Reference Point: NYTM-E: 636.9

NYTM-N: 4510.9

Latitude: 40°44'15.6" Longitude: 73°22'43.1"

Authorized Activity: Operate a solid waste management facility authorized to receive and process up to 825 tons per day of construction and demolition (C&D) debris and source separated recyclables based

on a weekly average. The permittee may not accept more than 332,280 tons annually.

Solid Waste Management Facility No.: 52W09

Permit Authorizations

Solid Waste Management - Under Article 27, Title 7

Permit ID 1-4720-02209/00001

Renewal

Effective Date: 8/31/2015

Expiration Date: 8/31/2020

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: JOHN A WIELAND, Deputy Regional Permit Administrator

Address:

NYSDEC Region 1 Hendquarters SUNTY @ Stony Brook|30, Circle Rd

Stony Brook, NY 11790-3409-

Authorized Signature:

Date C/101/2015

Page 1 of 9

CAB CARD INFORMATION		
EFFECTIVE DATE: 10/01/2019	EXPIRES: 09/30/2020	PLATE#:68097PC/IRP

THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES. VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS REGISTRANT INFORMATION 🐇

WINTERS; BROS; HAULING OF LONG; ISLAND; LLC 120 NANCY STREET WEST BABYLON, NY 11704

Account #: 1008807

Safety USDOT Number: 002483208

. Fleet #: 001

HVUT : TAX RAID FEES PLATE \$6.00 NY REG FEES: \$868.77 CREDIT APPLIED : \$0.0	LE INFORMATION		
FUEL: DIESEL FUEL UNLADEN WEIGHT: 16819) GROSS WEIGHT: 107000 INSPECTION: >DEMA< HVUT: TAX RAID FEES PLATE \$0.00 NY REG FEES: \$968.77 CREDIT APPLIED: \$0.00	VIN : 1XKZDP0X3KJ248570	YEAR : 2019	MAKE KENWO
UNLADEN WEIGHT: 16819 GROSS WEIGHT: 107000 INSPECTION: >DEMA< HVUT: TAX RAID FEES PLATE: \$0.00 NY REG FEES: \$968.77 CREDIT APPLIED: \$0.00	UNIT#:1002	BODY STYLE : TRAC	COLOR : GR
UNLADEN WEIGHT: 16819: GROSS WEIGHT: 107000 INSPECTION: >DEMA< HVUT: TAX PAID FEES PLATE: \$0.00 NY REG FEES: \$968.77 CREDIT APPLIED: \$0.00	FUEL: DIESEL FUEL	SEATS: 0	AXLES:3
FEES PLATE \$0.00 NY REG FEES: \$968.77 CREDIT APPLIED: \$0.	ADEN WEIGHT : 16819	GROSS WEIGHT: 107000	INSPECTION :>DEMA<
PLATE \$0.00 NY REG FEES: \$968.77 CREDIT APPLIED: \$0.	HVUT : TAX RĂID		
PLATE \$0.00 NY REG FEES: \$968.77 CREDITAPPLIED: \$0.			
OTHER TIRIS FEES CARA BO TOTAL FEED CALCO	PLATE \$0.00	NY REG FEES: \$968.77	CREDIT APPLIED: \$0,00
CAB CARD \$2.50	CAB CARD: \$2.50	OTHER JURIS FEES \$454.00	TOTAL FEES : \$1432.27
NYS COUNTY USE TAX FEES: \$10:00			

JURISDICTION INFORMATION

This vehicle has been proportionally registered between New York State and the jurisdictions shown below.

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Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight
NY	107000lb	AL ´	dl000080	AR	080000lb	ΑZ	080000lb	CA	dl000080	CO	dl000080	CT	dl000080
DC	0800001b	DE	dl000080	FL	dl000080	GA	dl000080	IA	dl000080	ID	d1000080	IL.	dl000080
IN	dl000080	KS	dl000080	KY	dl000080	LA	dl000080	MA	dl000080	MD	dl000080	ME	dl000080
MI	080000lb	MN	080000lb	MO	df000080	MS	dl000080	MT	080000lb	NC	dl000080	ND	dl000080
NË	dl000080	NH	dl000080	ΝJ	dl000080	MM	080000lb	NV	080000lb	OH	dl000080	OK	080000lb
OR	di000080	PA	d 000080	RI	dl000080	SC	dl000080	SD	dl000080	ΤN	df000080	TX	dl000080
UT	dl000080	VA	df000080	VT	080000lb	WA	dl000080	WI	080000lb	WV	080000lb	WY	080000lb
AB	036287kg	BC	036287kg	MB	036287kg	NB	036287kg	NL	036287kg	NS	036287kg	ON	036287kg
PE	036287kg	QC	006 axles	SK	036287kg	**	*****	**	****	**	****	**	****

MOTOR CARRIER RESPONSIBLE FOR SAFETY

WINTERS BROS HAULING OF LONG ISLAND LLC

120 NANCY ST

WEST BABYLON NY 11704





CAB CARD INFORMATION		
EFFECTIVE DATE: 10/01/2019	EXPIRES 09/30/2020	PLATE#:68098PC/IRP

THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES, VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS REGISTRANT INFORMATION

WINTERS; BROS; HAULING OF LONG; ISLAND; LLC

120 NANCY STREET

WEST BABYLON, NY 11704

Account #: 1008807

Fleet #: 001

VEHICLE INFORMATION		
VIN: 1XKZDP0X5KJ248571	YEAR : 2019	MAKE KENWO
UNIT#:1003	BODY STYLE: TRAC	COLOR GR
FUEL: DIESEL HUEL	SEATS:0	AXLES:3
UNLADEN WEIGHT : 16808	GROSS WEIGHT 107000	INSPECTION:>DEMA<
HVUT : TAX PÀIÒ		
FEES		
PLATE \$0.00	NY REG FEES \$968.77	CREDIT APPLIED: \$0.00
CAB CARD \$2,50	OTHER JURIS FEES: \$451,00	TOTAL FEES: \$1432,27
	NYS COUNTY USE TAX FEES \$10.00	No. 1944

JURISDICTION INFORMATION

This vehicle has been proportionally registered between New York State and the jurisdictions shown below.

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Juris	Weight	Juris	Weight	Juris	Weight `°	Juris	Weight	Juris 1	" Weight	Juris	Weight	Juris	Weight
NY	107000 l b	AL	di000080	AR	dl000080	ΑZ	080000lb	CA	dl000080	CO	080000lb	CT	080000lb
DC	dl000080	DE	dl000080	FL	d 000080	GA	080000lb	IA	080000lb	ID	080000lb	IL.	dl000080
IN	d1000080	KS	080000lb	KY	d 000080	LA	080000lb	MA	di000080	MD	080000lb	ME	dl000080
MI	dl000080	MN	080000lb	MO	dl000080	MS	dl000080	MT	dl000080	NC	080000lb	ND	d1000080
NE	dl000080	NH	d1000080	NJ	dl000080	NM	dl000080	NV	dl000080	ОН	dl000080	OK	dl000080
OR	d 000080	PΑ	080000lb	RI	dl000080	SC	dl000080	SD	dl000080	TN	080000lb	TX	dl000080
UT	dl000080	VA	080000lb	VT	dl000080	WA	080000lb	W	dl000080	WV	dl000080	WY	dl000080
AB	036287kg	BC	036287kg	MB	036287kg	NB	036287kg	NL	036287kg	NS	036287kg	ON	036287kg
PE	036287kg	QC	006 axles	SK	036287kg	**	*****	**	****	**	****	**	*****

MOTOR CARRIER RESPONSIBLE FOR SAFETY

WINTERS BROS HAULING OF LONG ISLAND LLC

120 NANCY ST

WEST BABYLON NY 11704



Safety USDOT Number: 002483208





CAB CARD INFORMATION		
EFFECTIVE DATE : 10/31/2019	EXPIRES 09/30/2020	PLATE#:80516PC/IRP

THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES. VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS

REGISTRANT INFORMATION

WINTERS; BROS; HAULING OF LONG; ISLAND; LLC

120 NANCY STREET WEST BABYLON, NY 11704 Account # : 1008807

VEHICLE INFORMATION		
VIN : 1M1AN0777XJM026911	YEAR :2018	MAKE MACK
UNIT # :1020	BODY STYLE TRAC	COLOR : GR
FUEL: DIESEL FLEEL	SEATS: 0	AXLES:3
UNLADEN WEIGHT: 17660	GROSS WEIGHT 107000	INSPECTION:>DEMA<
HVUT: TAX PAID		
FEES	And the second	The state of the s
PLATE \$26.00	NY REG FEES \$0.00	CREDIT APPLIED: \$0,00
CAB CARD \$2.50	OTHER JURIS (EES) \$0.00	TOTAL FEES: \$32,50
TA FEES: \$5,00	NYS COUNTY USE TAX FEES: \$6.00	

JURISDICTION INFORMATION

This vehicle has been proportionally registered between New York State and the jurisdictions shown below.

Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight
NY	107000lb	7.1	080000lb	AR	080000lb	AZ	dl000080	CA	dl000080	CO	dl000080	CT	dl000080
DC	dl000080	DE	080000lb	FL	080000lb	GA	dl000080	ΙA	dl000080	ID	dl000080	ΙL	dl000080
IN	dl000080	KS	080000lb	KY	080000lb	LA	dl000080	MA	d1000080	MD	dl000080	ME	dl000080
MI	dl000080	MN	080000lb	MO	dl000080	MS	dl000080	MT	080000lb	NC	dl000080	ND	dl000080
ΝE	080000lb	NH	d 000080	ИJ	dl000080	NM	080000lb	NV	080000lb	OH	d1000080	OK	dl000080
OR	di000080	PΑ	dl000080	RI	dl000080	SC	dl000080	SD	df000080	TN	080000lb	ΤX	d1000080
UT	dl000080	VA	080000lb	VT	dl000080	WA	dl000080	WI	d1000080	WV	dl000080	WY	dl000080
AB	036287kg	BC	036287kg	MB	036287kg	NB	036287kg	NL	036287kg	NS	036287kg	ON	036287kg
PE	036287kg	QC	006 axles	SK	036287kg	**	*****	**	*****	**	*****	**	*****

MOTOR CARRIER RESPONSIBLE FOR SAFETY

WINTERS BROS HAULING OF LONG ISLAND LLC

120 NANCY ST

WEST BABYLON NY 11704



Safety USDOT Number: 002483208

1021

NEW YORK-STATE APPORTIONED REGISTRATION CAB CARD

CAB CARD INFORMATION		
EFFECTIVE DATE : 10/01/2019	EXPIRES 09/30/2020	PLATE # : 63456PC/IRP

THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES. VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS

REGISTRANT INFORMATION

WINTERS; BROS; HAULING OF LONG; ISLAND; LLC

120 NANCY STREET WEST BABYLON, NY 11704 Account #: 1008807

Safety USDOT Number: 002483208

Fleet #: 001

VEHICLE INFORMATION		A CONTRACTOR OF THE CONTRACTOR
VIN: 1M1AN07Y1JM026912	YEAR : 2018	MAKE MACK
UNIT#:1021	BODY STYLE: TRAC -	GOLOR GR
FUEL: DIESEL EUEL	SEATS: D.	AXLES:3
UNLADEN WEIGHT : 17860	GROSS WEIGHT: 107000	INSPECTION : > DEMA<
HVUT : TAX PAID		
FEES CONTRACTOR OF THE STATE OF		()
PLATÉ: \$0.00	NY REG FEES. \$968.77	CREDIT APPLIED: \$0.00
CAB CARD \$2.50 \ .	OTHER JURIS FEES: \$451.00	TOTAL FEES : \$1432,27
	NYSICOUNTY USE TAX FEES: \$10.00	

JURISDICTION INFORMATION

This vehicle has been proportionally registered between New York State and the jurisdictions shown below.

Juris	Weight	Juris	Weight	Juris	Weight ***	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight
NY	107000lb	AL	dl000080	AR	dl000080	AZ	d1000080	CA	dl000080	CO	dl000080	CT	080000lb
DC	d1000080	DE	dl000080	FL	dl000080	GA	di000080	IA	080000lb	ID	dl000080	IL.	dl000080
IN	dl000080	KS	dl000080	ΚY	080000lb	LA	dl000080	MA	080000lb	MD	dl000080	MΕ	080000lb
MI	d1000080	MN	d 000080	MO	dl000080	MS	dl000080	MT	dl000080	NC	овооооіь	ND	dl000080
NE	dl000080	NH	d1000080	NJ	080000lb	NM	d1000080	NV	dl000080	ОН	dl000080	OK	dl000080
OR	d1000080	PA	dl000080	RI	080000lb	SC	dl000080	SD	dl000080	TN	dl000080	TX	d1000080
UT	d1000080	VA	dl000080	VT	dl000080	WA	dl000080	WI	dl000080	WV	dl000080	WY	080000lb
AΒ	036287kg	BC	036287kg	MB	036287kg	NB	036287kg	NL	036287kg	NS	036287kg	ON	036287kg
PE	036287kg	QC	006 axles	SK	036287kg	**	****	**	****	**	*****	**	*****

MOTOR CARRIER RESPONSIBLE FOR SAFETY

WINTERS BROS HAULING OF LONG ISLAND LLC

120 NANCY ST

WEST BABYLON NY 11704





CAB CARD INFORMATION		
EFFECTIVE DATE : 10/01/2019	EXPIRES 09/30/2020	PLATE#: 76230PC/IRP

THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES. VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS

REGISTRANT INFORMATION 🕒

WINTERS; BROS; HAULING OF LONG; ISLAND; LLC
120 NANCY STREET

120 NANCY STREET
WEST BABYLON, NY 11704

Account # : 1008807

VEHICLE INFORMATION		
VIN : 1M1PN4GY (LM004753	YEÄR : 2020	MAKE MACK
UNIT#:1032	BODY STYLÉ :TRAC	COLOR GR
FUEL: DIESEL RUEE	SEATS-0	AXLES:3
UNLADEN WEIGHT : 17920	GROSS WEIGHT : 80000	(NSPECTION : >DEMA<
HVUT : TAX EXEMPT		100 mg/m
FEES 2000 17 18 1		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
PLATE: \$0.60	NY REG FEES: \$968.77	CREDIT APPLIED: \$0.00
CAB CARD \$2.50	OTHER JURIS FEEST \$451,00	TOTAL FEES: \$1432.27
	NYS COUNTY USE TAX FEES: \$10,00	

JURISDICTION INFORMATION

This vehicle has been proportionally registered between New York State and the jurisdictions shown below.

1	144-1-44	teest	186-1-64	Least -	**************************************		S. 5 4 4 5	3 1 1					
Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight
NY	dl000080	ΑL	dl000080	AR	080000lb	ΑZ	080000 l b	CA	dl000080	CO	dl000080	CT	080000lb
DC	di000080	DE	d 000080	FL	080000lb	GA	dl000080	IA	d1000080	ID	dl000080	IL	dl000080
IN	dl000080	KS	dl000080	` KY	080000lb	LA	dl000080	MA	dl000080	MD	080000lb	ME	080000lb
MI	dl000080	MN	080000lb	MO	080000lb	MS	dl000080	MT	dl000080	NC	080000 l b	ND	080000lb
NE	dl000080	NH	dl000080	NJ	080000lb	NM	dl000080	NV	dl000080	ОН	dl000080	OK	(d1000080
OR	dl000080	PA	dl000080	Rì	080000lb	SC	dl000080	SD	dl000080	TN	dl000080	TX	dl000080
UT	dl000080	VA	080000lb	VT	080000lb	WA	080000lb	WI	dl000080	WV	080000lb	WY	080000lb
AB	036287kg	BC	036287kg	MB	036287kg	NB	036287kg	NL	036287kg	NS	036287kg	ON	036287kg
PE	036287kg	QC	006 axles	SK	036287kg	**	*****	**	*****	**	****	**	*****

MOTOR CARRIER RESPONSIBLE FOR SAFETY

WINTERS BROS HAULING OF LONG ISLAND LLC

120 NANCY ST

WEST BABYLON NY 11704



Safety USDOT Number: 002483208



CAB CARD INFORMATION		,
EFFECTIVE DATE: 10/01/2019	EXPIRES 09/30/2020	PLATE#:76417PC/IRP

THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES, VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS

REGISTRANT INFORMATION

WINTERS; BROS; HAULING OF LONG; ISLAND; LLC

120 NANCY STREET WEST BABYLON, NY 11704 Account #: 1008807

Fleet #: 001

VEHICLE INFORMATION		
VIN : 1M1PN4GYSLM0047\$4	YEAR : 2020	MAKE MACK
UNIT#:1033	BODY STYLE : TRAC	COLOR : GR
FUEL : DIESEL RUEL	SEATS: 0:	AXLES:3
UNLADEN WEIGHT : 17860	GROSS WEIGHT: 80000	INSPECTION : > DEMA<
HVUT : TAX EXEMPT		
FEES CONTRACTOR OF THE STATE OF		1.5
PLATE \$0.00	NY REG FEES \$968.77	CREDIT APPLIED: \$0.00
CAB CARD \$2,50	OTHER JURIS FEES \$451,00	TOTAL FEES: \$1432.27
Company of the Compan	NYS COUNTY USE TAX FEES: \$10.00	

JURISDICTION INFORMATION

This vehicle has been proportionally registered between New York State and the jurisdictions shown below.

						. S		15 St. 10.	-				
Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight
NY	dl000080	AL	d1000080	AR	dl000080	ΑZ	dl000080	CA	dl000080	CO	080000lb	CT	080000lb
DC	dl000080	DE	080000lb	FL	dl000080	GA	dl000080	ΙA	080000lb	ID	dl000080	IL.	d1000080
IN	dl000080	KS	dl000080	KY	080000lb	LA	080000lb	MA	080000lb	MD	dl000080	ME	d1000080
MI	080000lb	MN	d1000080	MO	d!000080	MS	dl000080	MΤ	dl000080	NC	dl000080	ND	dl000080
NE	dl000080	NH	dl000080	NJ	dl000080	NM	dl000080	NV	080000lb	ОН	080000lb	OK	dl000080
OR	dl000080	PA	dl000080	RI	di000080	SC	dl000080	SD	080000lb	TN	080000lb	TX	dl000080
UT	dl000080	VA	dl000080	VT	di000080	WA	dl000080	WI	di000080	WV	080000lb	WY	dl000080
ΑB	036287kg	BC	036287kg	MB	036287kg	NB	036287kg	NL	036287kg	NS	036287kg	ON	036287kg
PE	036287kg	QC	006 axles	SK	036287kg	**	*****	**	*****	**	*****	**	*****

MOTOR CARRIER RESPONSIBLE FOR SAFETY

WINTERS BROS HAULING OF LONG ISLAND LLC

120 NANCY ST

WEST BABYLON NY 11704



Safety USDOT Number: 002483208

· LTT 12/20/2019 11:53:50 44006#628795 60.00 HJS

STATE OF MAINE

ONG TERM SEMI-TRAILER	ONS TERM SEMI-TRAILER REGISTRATION	ATION		"MAINE RE-REGIST	^MAINE RE-REGISTRATION? ☐ YES ☐ NO
TTIN	YEAR 2016	2004 UNIT #	COLOR	TLR	25-88673
STYLE	Vehicle Id 2 TVWF53.	Vehicle Identification No. (Serial No.) 2 TVWF 5326GD000239	F-	TITLE STATE . NY	
NAME	WINTERS BROS HAULIN OF LONG ISLAND LLC	BROS HAULING ISLAND LLC			·
MAING	120 NANCY ST	I.S		****	
ADDRESS	WEST BABYLON	N(NY	ZIP CODE 11704	-
LEGAL RESIDENCE	STAAB AGENCY 44006	Y 44006			
12/20/2019	2019				

MVRT-10E 07/2015

Start Year:

OFFICE COPY

Expires:

2020 02/28/2025

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MAINE RE-REGISTRATION? TYES LINO

STATE OF MAINE
LONG TERM SEMI-TRAILER REGISTRATION

MAKE	YEAR 2016	2029 UNIT #	COLOR	TLR	25-88680
STYLE	Vehicle Id 2TVWF533	Vehicle Identification No. (Serial No.) 2 TVWF5331GD00643		TITLE STATE NY	
NAME	WINTERS BROS HAULING OF LONG ISLAND LLC	S HAULING AND LLC			
MAII ING	120 NANCY ST	. Де			
ADDRESS	WEST BABYLON		NY	ZIP CODE 11704	princis
LEGAL RESIDENCE	STAAB AGENCY 44006	YY 44006			*******************************
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12/20/2019

Start Year:

MVRT-10E 07/2015

2020

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Expires:

02/28/2025

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MAINE RE-REGISTRATION? TYES TWO

25-88686

STATE OF NAINE

LONG TERM SEMI-TRAILER REGISTRATION	RAILER REGISTR	SATION		MAINE RE-NEC
MAKE	YEAR 2018	2035 UNIT#	COLOR	TLR
STYLE	Vehicle Ide	Vehicle Identification No. (Serial No.)	=	TITLE STATE
	2TVWF532	2TVWF5332JD000271		NY

WINTERS BROS HAULING OF LONG ISLAND LLC

NAME

ZIP CODE NY STAAB AGENCY 44006 WEST BABYLON 120 NANCY ST 12/20/2019 LEGAL RESIDENCE MAILING ADDRESS

MVRT-10E 07/2015 ·

2020 Start Year:

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02/28/2025

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STATE OF MAINE
LONG TERM SEMI-TRAILER REGISTRATION

		- 40 - 40 - 40		MAINE RE-REGIS	MAINE RE-REGISTRATION? TYES DAN
LONG IERM SEN	LONG LEHM SEMI-I MAILER REGISTRATION	(ATION)
MAKE . TIIN	YEAR 2019	2036 UNIT#	COLOR	TLB	25-88687
STYLE	Vehicle Id 2.TVWF533	Vehicle Identification No. (Serial No.) 2 TVWF5336KD000260	<u> </u>	TITLE STATE NY	
NAME	WINTERS BROS HAULING OF LONG ISLAND LLC	S HAULING AND LLC			.
MAILING	120 NANCY ST	• •			
ADDRESS	WEST BABYLON	YN N		ZIP <u>£9</u> 9764	P
LEGAL RESIDENCE	STAAB AGENCY 44006	Y 44006		~~	

12/20/2019

2020 Start Year: Expires:

MVRT-10E 07/2015

02/28/2025

OFFICE COPY

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LONG TERM SEMI-TRAILER REGISTRATION

STATE OF MAINE

MAINE RE-REGISTRATION? 🛛 YES 🖄 NO 31-30375 TITLE STATE
AH39430 WINTERS BROS HAULING OF LONG ISLAND LLC ZIP CODE 11704 H COLOR ΜĀ Vehicle Identification No. (Serial No.) 2TVWFS345LD000308 3018 STAAB AGENCY 44006 120 NANCY ST WEST BABYLON YEAR 2020 09/16/2019 LEGAL RESIDENCE MAKE STYLE MAILING ADDRESS TITA Eq. NAME

MVRT-10E 07/2015

2019 Start Year:

REGISTRATION COPY

Expires:

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STATE OF MAINE

MAINE RE-REGISTRATION? TYES KNO

	LONG TERM SEMI-THAILER REGISTRATION			
MAKE	YEAR UNIT#	COLOR	E E	7
TITA	. 2020 3019		- -	31-203/
STME	Vehicle Identification No. (Serial No.)	al No.)	TITLE STATE	
E	2TVWFS349LD000309		AH39431	Ť
NAME	WINTERS BROS HAULING OF LONG ISLAND LLC	F LONG ISI	AND LLC	la.:
(22	120 NANCY ST			
MAILING			ZIP CODE	ı
ADDRESS	WEST BABYLON	YN .	11704	<u>-</u>
LEGAL	STAAB AGENCY 44006			
			-	
6102/91/60	2019			_

Start Year: MVRT-10E 07/2015

REGISTRATION COPY 02/28/2031 2019

Expires:



WASTE SYSTEMS

Waste Management Plan

Nassau County

Rubbish Refuse and Debris Removal Services

Bid # 91027-04300-060

Client:

County Of Nassau 1 West Street Mineola, New York 11501

Scope of Project:

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.

Recycling Goal:

Reduce, reuse, and recycle materials in order to generate the least amount of waste

Recycle 85% of waste generated on the site by weight.

WINTERS BRAS.

WASTE SYSTEMS

Analysis of Proposed Waste to be Generate

Projected Waste Materials

- Concrete
- Asphalt
- Brick
- Dirt
- Trees
- Stumps
- Logs
- Branches
- Leaves
- Assorted Debris

Materials Handling Procedures

Loaded containers / trailers of mixed aggregate and vegetative waste will be delivered to a NYS DEC licensed transfer station that is owned and operated by Winters Bros. Waste. Each load that is delivered to the transfer stations is sorted and processed by a system of screens and sorting belts to maximize the quantity and quality of the material to obtain the goal of 85% recycling.

Source separated material that meets the requirements of 3rd party permitted recyclers may be delivered directly to such facilities for processing. We can expect a 100% recycling rate for this material.

Gregware, Daniel

From:

Funaro, Timothy G

Sent:

Wednesday, February 24, 2021 1:39 PM

To:

Gregware, Daniel

Subject:

FW: Bid

Attachments:

doc02206420210224120623.pdf

Dan,

The signed pages for the bid.

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: Val Petry < VPetry@wintersbros.com>
Sent: Wednesday, February 24, 2021 12:09 PM

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

Cc: Patrick Winters <pat@wintersbros.com>

Subject: FW: Bid

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

Good Afternoon,

Attached you will find signed pages 24 and 25.

If you need anything additional, please let us know.

Thank you,

Valentina Petry Executive Assistant

WINTERS BRAS.

120 Nancy Street West Babylon, NY 11704 Telephone
Telephone

631.491.4923 516.937.0900

www.wintersbros.com

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From: Patrick Winters < pat@wintersbros.com > Sent: Wednesday, February 24, 2021 11:54 AM

To: Val Petry < VPetry@wintersbros.com >

Subject: FW: Bid

Regards,

Patrick Winters
V.P. of Hauling and Sales
WINTERS BR&S.

120 Nancy Street

West Babylon, NY 11704

PWinters@wintersbros.com

Telephone (Suffolk) (631) 491-4923
Telephone (Nassau) (516) 937-0900
Telephone (Mobile) (631) 560-1546
Fax (516) 333-9338

www.wintersbros.com

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

Sent: Wednesday, February 24, 2021 11:22 AM **To:** Patrick Winters < pat@wintersbros.com >

Subject: [EXTERNAL] Bid

Patrick,

The attached two pages were left off the formal sealed bid numbered 91027-04300-060 Title: Rubbish Refuse and Debris Removal Services. Please sign and date the pages and return them to me.

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



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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

ALL BIDS MUST BE F.O.B. DESTINATIO	ON AND INCLUDE DELIVERY WITHIN DO	DORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE		V,ρ
	BIDDER	TITLE
	24	

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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ALL BIDS MUST BE F.O.B. DESTIN	NATION AND INCLUDE	<u>DELIVERY WITHIN DO</u>	ORS UNLESS OTHERWISE SPECIFIED.
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Щ						-		-		25%	N/A	'	%	COST PLUS		_B7
1 NIA				-				_		N/A	N/A		%	MANUFACTURER'S LIST PRICE LESS	MANU	ARTS B6
1 1/10										0.35	N/A	N/A		MILEAGE (IF ANY)		B5
1 11/0					 	-			ð	SEE BID	NA			TRAVEL TIME (IF ANY)		B4
1 60.0				<u></u>	-			-	0	20.00	65.00	60.00	1/4 HR.	EACH ADDITIONAL 1/4 HOUR	EAC	В3
1,55.0									0	80.00	225.00	155.00	HR.	REGULAR HOURLY RATE	₽.	В2
TO NO. AMOUNT	12	11	10	9	8	7	6	5	4	33	2	1	TINU YTD	ARTICLE		ITEM #
DETAILS OF AWARD	,								REMOVAL CO INC.	JAMAICA ASH RUBBISH	NATIONAL WASTE SERVICES, LL	WINTER BROS HAULING OF LONG ISLAND		AL SERVICES	DENIEMARY OF BIDS JPENED: APRIL 30, 2020 AT 11 A.M. JID NO: 91027-04300-060 JEQ. NO: NIA TITLE: RUBBISH REFUSE & DEBRIS REMOVAL SERVICES	DPENED: APR NO: 91027 EQ. NO: N/A TTLE: RUBBIS
									••	&					DEFICE OF PURCHASING PP 5/14/2020)FFICE OF

Vaugim 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: December 15. 2020

TO: BUYER -Timothy Funaro

FROM: ADMINISTRATION

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

Date: Decembe	r 15, 2020		Bid Results
To: Supervisor	From: Buyer Timothy Funaro	Items	Bidder
List of recommo	nded awards in accordance with the at		Recommend an award be given to Jamaica
attached summa	ary is shown in column at right. The		Ash & Rubbish Removal Co. Inc. for part one of
reason for awar	d to other than low bidder is indicated		of the bid (Rubbish, Refuse and Recycling
on the reverse s			Removal Services)
	1. XD F.		December
15	Timethy Funder		Recommend an award be given to Winters
	buyei		Bros. hauling of Long Island LLC. for part two
			of the bid (Emergency Non-Strom Debris Disposal)
Date:			Disposari
			The apparent low bidder for part two
To: Director	From: Supervisor		(Emergency Non-Strom Debris Disposal)
			National Waste Services LLC. was not able
Concur	Disagree (See Reverse)		To submit the required disclosure forms and
			was disqualified.
Date:	0/20		
To: Buyer	From: Director	Control of the Contro	Jamaica Ash & Rubbish Removal Co. Inc and
TO. Duyer	Approved for Award		Winters Bros. Hauling of Long Island LLC are
	, pp. ovod for Attaila		lowest responsible bidders meeting
- Bankon Appen 1985 October	Hold award pending discussion		specifications.
NO	Subject to Legislature Approval		See Attached
YES	Subject to Legislature Approval		
		,	
	Director	dela	la
	<i>f</i>		

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.

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Jamaica.	Δch	<u> </u>	un

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.

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

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

WASTER CARD

CARD NUMBER

VERIFICATION F

CARD HOLDER NAME

EXR DATE

SIGNATURE

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: 1200 OLD COUNTRY RD PRIOR BALANCE 9BF00046 PAYMENT RECEIVED (Thank you) 1777280 01F00045 1 6Y BIN 8XW YRASH REMOVAL 01/01/20-01/31/20 CODE#2001 FEMP BPNC16000184	608.09 <202.80> 405.29
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	git.	
	CLAIMANT'S CERTIFICATION I HEREBY CERTIFY THAT THIS CLAIM YOUCHER IS JUST, TRUE, AND CORRECT; THAT THE AMOUNT CLAIMED 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 DISHURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE. I FURTHER CERTIFY THAT ALL ITEMS 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
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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

INVOICE#

01F00039 //

INV DATE

01/15/20 ~

ACCOUNT#

6996

DUE DATE

02/10/20

PO#

BPNC16000184

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

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

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480(3) \$ \$40,28 \$ \$40,08-16 -276,51 \$1180,000 \$ 1,080,07 \$ 1,260,90

1.5% per month late charge assessed on past due amounts

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

Westhury, NY 11590

Phone (5161333-2211 Fax (5161333-9302

INVOICE#

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INV DATE

01/15/20

ACCOUNT#

2011

DUE DATE

02/10/20

1,350,96

PO#

AMOUNT

BPNC16000184

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

MASTER CARD

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CARD HOLDER NAME

EXP. DATE

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

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DATE	DESCRIPTIO	M	THE PARTY OF THE P
	LOCATION: 1 WEST ST	The state of the s	AMOUNT
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- Complete Printers	Karen Conver	01/01-01/31/20	··
v	2 CURRENT CHARGES PA	VI/01201/31/20	***
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1.5% per month late charge assessed on past due amounts

Bulaha Printing (rin) 530 2021 ... \$ 135.1

Note All other Une (tens remain the same

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

Westbury, NY 11590

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

INVOICE#

01F00038 /

INV DATE

01/15/20 🗸

ACCOUNT#

2008

DUE DATE

02/10/20

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BPNC16000184

IF PAYING BY CREDIT CARD, PLEASE CHECK BOX FOR SE	ECTION AND FILL OUT BELOW
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N C COURTHOUSE- WEST FACILITIES MANAGEMENT BUILD ANTHONY MARINO-FACILITIES MG 1194 PROSPECT AVENUE WESTBURY, NY 11590

AMOUNT

1,350.96

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

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

Westlury, NY 11590

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Phone (5161333-2211 Fax (5161333-9302

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INV DATE

01/15/20 ~

ACCOUNT#

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DUE DATE

02/10/20

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

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

AMOUNT

180.12

PLEASE PAY

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

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1.5% per month late charge assessed on past due amounts 125.10 5 270.19 5 2

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

Westhury, NY 11590

Phone (5161333-2211 Fax (5161333-9302

INVOICE#

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INV DATE

01/15/20 🗸

ACCOUNT#

DUE DATE

02/10/20

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

AMOUNT

1,350.96

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

DATE		DESCRIPTION		AMOUNT
12/18/19 01/15/20 01/15/20	LOCATION: 9BF00039 01E00038	252 OLD COUNTRY RD PAYMENT RECEIVED (Thank you) 1 6Y BIN 5XW TRASH REMOVAL CODE#2002 HEMP	PRIOR BALANCE 1777280 01/01/20-01/31/20	1,013.48 <338.00> 675.48 ~
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Jamaica Ash & Rubhish 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

AMOUNT

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SERVICE ADDRESS: 1194 PROSPECT AVE (WESTBURY, NY)

DATE		DESCRI	IPTION		AMOUNT
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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#

01F00037 🖍

INV DATE

01/15/20 🗸

ACCOUNT#

DUE DATE

02/10/20-

2007

PO#

BPNC16000184

N C COURTHOUSE- EAST FACILITIES MANAGEMENT BUILD ANTHONY MARINO 1194 PROSPECT AVENUE WESTBURY, NY 11590 IF PAYING BY CREDIT CARD, PLEASE CHECK BOX FOR SECTION AND FILL OUT BELOW

MASTER CARD

WISA

CARD NUMBER

VERIFICATION |

CARD HOLDER NAME

EXP. DATE

SIGNATURE

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 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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180,13 \$ 360,26 \$ 540,33 \$ 770,51 \$ 900,64 \$ 1,080,77 \$ 1,260,90

15% per month late charge assessed on past due amounts 1 135.10 5 270.19

lamaica Ash & Rubbish Removal Co, Inc P.O. Box 833 Westhury, NY 11590

Phone [516]333-2211 Fax [516]333-9302

INVÓICE#

01X00260

INV DATE:

.01/31/20 - .

ACCOUNT#

VISA

420244

DUE DATE

02/29/20

PO#

BPNC16000184

AMEX

111596642 IF PAYING BY CREDIT CARD, PLEASE CHECK BOX FOR SECTION AND FILL OUT BELOW MASTER CARD N C DEPT OF PUBLIC WORKS-GRU CARD NUMBER ANTHONY MARINO CARD HOLDER NAME FACILITES MANAGMENT BUILDING

EISENHOWER PARK EAST MEADOW, NY 11554

N C DEPT OF PUBLIC WORKS

AMOUNT

1,378.21

1128

VERIFICATION #

EXP, DATE

SERVICE ADDRESS: 510 GRUMMAN RD W (BETHPAGE, NY)

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SIGNATURE

1.5% per month late charge assessed on past due afribunits Holeire Printing (/16) 539-5333

Note All other Une tiens remain the same

PLEASE PAY THIS AMOUNT

1,378.21 PRINTED IN U.S.A.

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

Mesthury, NY 11590

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

ANTHONY MARINO

1194 PROSPECT AVENUE WESTBURY, NY 11590

INVOICE#

01F00070 V

INV DATE

01/15/20./

ACCOUNT#

419181

DUE DATE

02/10/20

PO#

BPNC16000184

IF FAYING BY CREDIT CARD, PLEASE CHECK BOX FOR SECTION AND FILL OUT BELOW MASTER CARD N C SUPREME COURT BUILDING CARD NUMBER VERIFICATION # FACILITIES MANAGEMENT BUILD CARD HOLDER NAME EXP. DATE SIGNATURE

AMOUNT

00.008

SERVICE ADDRESS: SUPREME COURT DRIVE (MINIFOLD NIV)

DATE		DESCRIPTION							
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	PLEÂSE S	SUNATURE Effective	may contra	Land No.	01/01-01	/31/20			h 4
# 01F00 CT# 41918	E	CURRENT CHA	Price / 21	PAST DUE	DATE	01/15/20	all report to the se	g44°	:t ye,t +-

150.13 \$ 360,26 \$ 540.38 \$ 720.51 \$ 900,64 \$ 1,080,77 \$ 1,260,90

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 tunaro@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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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

Formal sealed bid number 91027-4300-060

Title: Rubbish Refuse and Debris Removal Services

Part two Emergency Non-Storm Debris Disposal continued

_	Jamaica A	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
Asphait – 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	1	0.00 = \$208,800.00		0.31 = \$163,119.00	2320 x \$6	5.00 = \$150,800.00
Asphalt – concrete 360		7.50 = \$ 27,900.00	1	1.88 = \$ 25,876.80		0.00=\$ 18,000.00
Stumps 280	1	3.50 = \$ 13,580.00	280 x \$3	4.38 = \$ 9,624.40	280 x \$5	0.00 = \$ 14,000.00
	Total	\$250,200.00	Total	\$198,620.40	Total	\$182,800.00
Manhasset						
Mixed 1000 pick ups	1000 x \$90	0.00 = \$ 90,000.00	1000 x \$7	3.44 = \$ 73,440.00	1000 x \$6	5.00 = \$ 65,000.00
Asphalt – concrete 1520	}	7.50 = \$117,800.00		9.53 = \$105,685.00		0.00 = \$ 76,000.00
Stumps 480	480 x \$48	3.50 = \$ 23,280.00	480 x \$3	2.03 = \$ 15,374.40		0.00 = \$ 24,000.00
	Total	\$231,080.00	Total ·	\$194,500.00	Total	\$265,000.00
Grand Total	\$643,810	.00	\$524,142	2.40	\$465,125	i.00

Awarded to the low bidder National Waste Services LLC.

Garage	Date	Mixed	Asphalt	Concrete	Stumps
ВР	4/30/19	20			
BP	4/30/19	40			
ВР	4/30/19	40			
BP	4/30/19	40			
ВР	4/30/19	40			
ВР	4/30/19	40			
ВР	4/30/19	40			
ВР	4/30/19	40			
ВР	4/30/19	40			
ВР	5/1/19	40			
BP	5/1/19	40			
BP	5/31/19	20			
CC	4/10/19	20			
CC	4/10/19	20			
CC	5/21/19	20			
GC	4/9/19	40			
GC	4/9/19	40			
GC	4/9/19	40			
GC	4/10/19	40			
GC	4/10/19	65			
GC	6/13/19	40			
GC	6/18/19	40			
GC	6/18/19	40			
GC	6/18/19	40			
GC	7/2/19	40			
GC	7/3/19	40			
GC	7/3/19	40			
GC	7/5/19	40			
HEM	4/8/19	40			
HEM	4/8/19	40			
HEM	5/14/19	40			
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MAN	9/11/19 TOTAL	40 5125	1440	840	280
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MAN	9/5/19			40	
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Comparison OF Bids

Recommended Vendor N/A

N/A

% difference plus of minus Requisition # over Pre-Encumbrance Pre-Encumbra Buyer Pre-Encumbrance:

N/A Timothy Funaro

Purchas Order#

Vendors												
		Jama	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	1		5.90	10.19	10.19	12.00	12.00	0.00	0.00	0.00	0.00	5.90
2	1		5.98	9.81	9.81	12.00	12.00	0.00	0.00	0.00	0.00	5.98
3	1	5.45	5.45	9.35	9.35	12,00	12.00	0.00	0.00	0.00	0.00	5.45
4	1	445.00	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	350.00	175.00	175.00	0.00	0.00	0.00	0.00	175.00
7	_ 1	25.00	25.00	25.00	25.00	0.00	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	0.00		80.00
10	1	20.00	20.00	60.00	60.00	225.00	225.00	0.00	0.00	0.00		20.00
11	1	0.00	0.00	0.00	0.00	65.00	65.00	0.00	0.00	0.00		0.00
12	1		0.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
13			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
14	1		25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
15		245.00	245.00	650.00	650.00	700.00	700.00	0.00	0.00	0.00		245.00
16	1	81.20	81.20	310,00	310.00	325.00	325.00	0.00	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		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		0.00
21	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
22	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
23	0		0.00	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	0.00	 	0.00	0.00
25	0			0.00		0.00	0.00	0	0.00		0.00	0.00
26	0		0.00	0.00	0.00	0.00		0	0.00	<u> </u>	0,00	0.00
27	0		0.00	0.00	0.00	0.00	0.00	0	0.00		0.00	0.00
28	0		0.00	0.00		0.00	0.00	0			0.00	0.00
29	0		0.00	0.00		0.00	0.00	0	0.00		0.00	0.00
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	-	0.00	0.00
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SIIIA		Total ==	1562.33	Total = 1	3970.60	Total	3630.00	0.00 Total			0.00	
Dalis			1002.00	Stock	3970.00		3030.00	STOTAL STATE	0.00	Total :	0.00	1086-83
	Delivery Stock		Net 30		Stock Net 30						 	
	Terms Net 30		Dest.				 		 			
Vin	F.O.B. Dest. Vin 111596642		guardinasia.	Dest. 371749568		Dest.		Contract Spring				
Tel N	Jo.	516-333-2		631-491-492		631-242-03	522304567		TIEFEL RESIDENCE			1086 83
Verb		Emedia F		Patrick Wint		Joseph Leo				 		
Date	~~~~							 	-	 		
Date 05/14/20 sealed bid		05/14/20 sealed bid		05/14/20 sealed bid				l. I		1 1		

Notes	roffial Sealed bid 91027-04300-000 Title: Rubbish Refuse and Debris Removal Services
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	*kev 0=No Bid



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2020

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(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	o the ter	ms and conditions of th	ne policy uch enda	, certain po prsement(s)	licies may r	equire an endorsement.	A sta	tement on	
PRODUCER UNFCU Financial Services LLC d/b/a Inc 62 S Ocean Ave Ste 1 Patchogue NY 11772		CONTACT NAME: PHONE (A/C, No. Ext): 631-736-7500 E-MAIL ADDRESS; certs@industrialcoverage.com INSURER(S) AFFORDING COVERAGE NAIC #							
		ļ		NAIC#					
		MALITHOO OF	INSURER		38318 23329				
INSURED Winters Bros Hauling of Long Island LLC	~	WINTBRO-01		INSURER B: Merchants Mutual Ins Co					
120 Nancy St	,	INSURER	of A	25674					
West Babylon, NY 11704		INSURER	42307						
		INSURER	23850						
			INSURER F : Starr Indemnity Ins. Co.						
COVERAGES CERT	IFICATE	NUMBER: 2042604263	REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
	DDL SUBR		(POLICY EXP (MM/DD/YYYY)	LIMITS			
7. 7. 00	Y	1000066795201		1/1/2021	1/1/2022	DAMAGE TO RENTED	1,000	· · · · · · · · · · · · · · · · · · ·	
CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$50,00	0	
							\$ 5,000		
			Ì				\$ 1,000		
GEN'L AGGREGATE LIMIT APPLIES PER:							\$ 2,000		
POLICY X PRO-							\$ 2,000 \$ 5,000		
X OTHER: Pollution				477 (0004	4 (4 (0.000)	COMBINED SINGLE LIMIT	\$ 1,000	·	
A AUTOMOBILE LIABILITY		1000199110201	ì	1/1/2021	1/1/2022	(Ea accident)	\$ 1,000 \$,000	
X ANY AUTO OWNED SCHEDULED						`			
AUTOS ONLY AUTOS						PROPERTY DAMAGE	\$ \$		
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						(Per accident)	\$ \$		
B X UMBRELLA LIAB X OCCUR		CUP0001471		1/1/2021	1/1/2022		\$ 5,000		
		C0F0001471		17 172021	17172022			1,000	
- Con who in the	i		i				\$ \$		
DED X RETENTION\$ 10,000 C WORKERS COMPENSATION		UB1L3186231951K		1/1/2021	1/1/2022	X PER OTH-	<u> </u>		
AND EMPLOYERS' LIABILITY Y/N		1 0512010020103110	,	11 112021	17172022		\$ 1,000		
	N/A					E.L. DISEASE - EA EMPLOYEE			
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					ļ		\$ 1,000		
D Excess Liability		IS20EXC833688IV		1/1/2021	1/1/2022	5,000,000	Ψ,1,000	3,000	
E Excess Liability F Excess Liability		PUB7852 1000066537962		1/1/2021 1/1/2021	1/1/2022 1/1/2022	10,000,000 5,000,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLI County of Nassau is included as additional in forms,	ES (ACORI Insured fo	D 101, Additional Remarks Sched or General Liability if requi	dule, may be red by wr	attached if moi itten contrac	re space is requi t in accordan	red) ce with the terms and cond	litions	of the policy	
County of Naccau		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
County of Nassau 1 West Street Mineola NY 11501	AUTHORIZED REPRESENTATIVE								