Nassau County Shared Services,
Office of Purchasing

A-32-22

Staff Summary A-32-2022

Subject: Hazardous Materials Transport, Storage and Disposal (S/B # 92645-07300-107)	Date: August 18, 2022
Department: Department of Shared Services Office of Purchasing	Vendor Name: AARCO Environmental Services Corp.
Department Head Name: Melissa Gallucci	Contract Number: A-32-2022
Department Head Signature: Melissa Gallucci	Contract Manager Name: Timothy Funaro, Buyer

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
8/31/2022	CPO		Budget
8/30/2022	County Atty.	9/26/22	County Exec.

Material Adverse Information Identified? [No]

Narrative

Purpose: To authorize and award a blanket purchase order for Hazardous Materials Transport, Storage and Disposal for the Nassau County Department of Public works.

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

15 Vendors viewed the bid
2 Woman owned business 3 Minority (African/American) 5 Small Business
0 Service Disabled (Veteran) owned business 1 Veteran Owned Business

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

The identified lowest responsible bidder, AARCO Environmental Services Corp. is not listed in any of the above categories.

Impact on Funding/Term: The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be Four Million Five Hundred Thousand Dollars ($4,500,000.) from general funds PWGEN0240, PWGEN0260, PWGEN0290, PWGEN0320, PWGEN0640, PWDD600 and capital fund PWCAPCAP. The term of this blanket purchase order shall be for a period of one (1) year from the effective date with the Commissioner of Shared Services' option to renew up to an additional four (4) one (1) year periods and an additional two (2) month period, for a total term of five (5) years and two (2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to AARCO Environmental Services Corp. as the lowest responsible bidder meeting specifications.

Rev. 10/2021

APPROVED: 8/29/22
INSURANCE SECTION (DATE)
REAL ESTATE, INSURANCE AND

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-32-2022**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: August 18, 2022

SUBJECT: RESOLUTION – THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS ($4,500,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO AARCO ENVIRONMENTAL SERVICES CORP. FOR HAZARDOUS MATERIALS TRANSPORT, STORAGE and DISPOSAL.

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

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

RULES RESOLUTION 2022

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND AARCO ENVIRONMENTAL SERVICES CORP.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 92645-07300-107 for Hazardous Materials Transport, Storage and Disposal 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 AARCO Environmental Services Corp. submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with AARCO Environmental Services Corp.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [X] If yes, to what campaign committee?

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Steven Plofker [SPLOFKER@AARCOENVIRONMENTAL.COM]

Dated: 06/29/2022 09:35:48 AM

Vendor: Aarco Environmental Services Corp

Title: Chief Operating Officer

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):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

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

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

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress. threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Steven Plofker [SPLOFKER@AARCOENVIRONMENTAL.COM]

Dated: 06/29/2022 09:36:45 AM

Vendor: Aarco Environmental Services Corp

Title: Chief Operating Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or rate-making 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.

Business History Form

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

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

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

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

Date: 06/29/2022

1) Proposer's Legal Name: Aarco Environmental Services Corp.

2) Address of Place of Business: 50 Gear Ave

City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757

Country: US

Address: 1 amboy avenue
City: woodbridge State/Province/Territory: NJ Zip/Postal Code: 07095
Country: US
Start Date: End Date:

3) Mailing Address (if different): 50 Gear Ave

City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757

Country: US

Phone: (163) 158-6590

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

4) Dun and Bradstreet number: 111834656

5) Federal I.D. Number: 81-0551121

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:
X-Ray Locating is our sister company

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

YES [X] NO [ ] If yes, please provide details:

X-Ray Locating
Dale Transfer Corp.

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:

X-Ray Locating
Dale Transfer Corp.

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.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

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

No Conflict Exists

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

No Conflict Exists

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

No procedure currently exists. we will adopt any procedure recommended by Nassau County.

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

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

05/02/2002

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.

Richard S. Spadalik
President and/or Treasurer
DOB ? 3/7/68
(631) 269-2922
3 Yellow Brick Ct., Ft. Salonga, NY 11768
Owns ? 55%

Roger Terlaga
Vice President and/or Secretary
DOB ? 7/4/68
(631) 382-7907
18 S Equestrian Ct., Hauppauge, NY 11760

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

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

Richard S. Spadalik
President and/or Treasurer
DOB ? 3/7/68
(631) 269-2922

3 Yellow Brick Ct., Ft. Salonga, NY 11768

Roger Terlaga
Vice President and/or Secretary
DOB ? 7/4/68
(631) 382-7907
18 S Equestrian Ct., Hauppauge, NY 11760

Steve M. Plofker
Chief Operating Officer
DOB ? 8/21/60
(631) 399-9655
55 Appel Drive, Shirley, NY 11967

Suzanne Spadalik
Comptroller
3 Yellow Brick Ct., Ft. Salonga, NY 11768

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

50

vi) Annual revenue of firm;

16000650

vii) Summary of relevant accomplishments

Subsurface drilling, excavation, waste disposal, trenching, pipe installation, pump out/clean and dispose of various tanks

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

B. Indicate number of years in business.

20

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

None

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	PVE		
Contact Person	Erik Draijer		
Address	25 W. 39th Street, 12th Floor		
City	new york	State/Province/Territory	NY
Country	US		

Telephone	(973) 975-7135
Fax #	(000) 000-0000
E-Mail Address	edraijer@pve-llc.com

Company	Tenen Environmental		
Contact Person	Matthew Carrol		
Address	121 West 27th street, suite 702		
City	new york	State/Province/Territory	NY
Country	US		
Telephone	(347) 391-2585		
Fax #	(000) 000-0000		
E-Mail Address	mcarroll@tenen-env.com		

Company	Preferred Environmental		
Contact Person	William		
Address	323 Merrick Avenue		
City	Merrick	State/Province/Territory	NY
Country	US		
Telephone	(516) 546-1100		
Fax #	(000) 000-0000		
E-Mail Address	bschlageter@preferredenv.com		

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

CERTIFICATION

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

Name of submitting business: AARCO Environmental Services Corp.

Electronically signed and certified at the date and time indicated by:
Steven Plofker [SPLOFKER@AARCOENVIRONMENTAL.COM]

Chief Operating Officer
Title

08/24/2022 03:07:57 PM
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Steven Plofker
   Date of birth: 07/04/1968
   Home address: 55 appel drive
   City: shirley State/Province/Territory: NY Zip/Postal Code: 11967
   Country: US

   Business Address: 50 Gear Avenue
   City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757
   Country US
   Telephone: 6315865900

   Other present address(es):
   City: LINDENHURST State/Province/Territory: NY Zip/Postal Code: 11757
   Country: US
   Telephone: 6315865900

   List of other addresses and telephone numbers attached

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

President	05/01/2002	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	06/02/2018	Secretary	05/01/2002
Chief Financial Officer		Partner	
Vice President	05/01/2002		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

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 organization other than the one submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?
YES [ ] NO [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, Steven Plofker, 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, Steven Plofker, 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.

AARCO Environmental Services Corp.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Steven Plofker [SPLOFKER@AARCOENVIRONMENTAL.COM]

Chief Operating Officer

Title

09/23/2022 11:35:41 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Richard Spadalik
   Date of birth: 03/07/1968
   Home address: 3 Yellow Brick Ct
   City: Northport State/Province/Territory: NY Zip/Postal Code: 11768
   Country: US

   Business Address: 50 Gear Ave
   City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757
   Country US
   Telephone: +11631586590

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

   List of other addresses and telephone numbers attached

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

President	05/13/2002	Treasurer	05/13/0002
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   55%

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 organization other than the one submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   President Dale Transfer Corp 55% ownership

President X-Ray locating Services 46.75% ownership

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES [X] NO [ ] If Yes, provide details.

Town of Babylon has a waste Disposal contract with Dale Transfer Corp

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

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

a. Been debarred by any government agency from entering into contracts with that agency?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

initiated?

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

9.

a. Is there any felony charge pending against you?
YES [ ] NO [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, Richard Spadalik , 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, Richard Spadalik , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Aarco Environmental Services Corp

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Richard Spadalik [RICK@AARCOCORP.COM]

President

Title

08/05/2022 04:36:01 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Roger Terlaga
   Date of birth: 07/04/1968
   Home address: 18 South Equestrian Court
   City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788
   Country: US

   Business Address: 50 Gear Avenue
   City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757
   Country US
   Telephone: 6315865900

   Other present address(es):
   City: Lindenhurst State/Province/Territory: Zip/Postal Code: 11757
   Country: US
   Telephone: 16315865900

   List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	05/13/2022
Chief Exec. Officer		Secretary	05/13/2002
Chief Financial Officer		Partner	
Vice President	05/13/2001		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   45% shareholder

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [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 organization other than the one submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Dale Transfer Corp 45% shareholder, X-Ray locating 38.25% Shareholder

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES [X] NO [ ] If Yes, provide details.

Town of Babylon

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

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

a. Been debarred by any government agency from entering into contracts with that agency?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

a. Is there any felony charge pending against you?
YES [ ] NO [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, Roger Terlaga , 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, Roger Terlaga , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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AARCO Environmental Services Corp.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Roger Terlaga [ROGERT@AARCOCORP.COM]

Vice President

Title

09/23/2022 12:02:54 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: AARCO Environmental Services Corp

Address: 50 Gear Ave

City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757

Country: US

2. Entity's Vendor Identification Number: 81-0551121

3. Type of Business: Public Corp (specify)

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

3 File(s) uploaded Board Of Directors.pdf, Board Of Directors.pdf, Board of Directors.pdf

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

4 File(s) uploaded Board Of Directors.pdf, Board Of Directors.pdf, Board of Directors.pdf, Ownership.docx

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Dale Transfer Corp - 129 Dale Street, West Babylon NY 11704
X-Ray Locating Services - 50 Gear Avenue, Lindenhurst NY 11757

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, ente "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any clien to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

Board of Directors:

Richard Spadalik
President/Treasurer
3 Yellowbrick Court
Fort Salonga NY 11768

Roger Terlaga
Vice President/Secretary
18 South Equestrian Court
Hauppauge NY 11788

Steven Plofker
Chief Operating Officer
55 Appel Drive
Shirley NY 11967

Suzanne Spadalik
Comptroller
3 Yellowbrick Court
Fort Salonga NY 11768

Board of Directors:

Richard Spadalik
President/Treasurer
3 Yellowbrick Court
Fort Salonga NY 11768

Roger Terlaga
Vice President/Secretary
18 South Equestrian Court
Hauppauge NY 11788

Steven Plofker
Chief Operating Officer
55 Appel Drive
Shirley NY 11967

Suzanne Spadalik
Comptroller
3 Yellowbrick Court
Fort Salonga NY 11768

Richard Spadalik
3 Yellowbrick Court
Fort Salonga NY 11768
(516) 351-1878
55% ownership

Roger Terlaga
18 S. Equestrian Court
Hauppauge NY 11788
(516) 351-1879
45% ownership

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Steven Plofker [SPLOFKER@AARCOENVIRONMENTAL.COM]

Dated: 08/25/2022 09:06:16 AM

Title: Chief Operating Officer

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.

AGREEMENT made and entered into this 01st day of July 2013 and effective as of January 4, 2019, between:

AARCO ENVIRONMENTAL SERVICES CORP
50 GEAR AVE
LINDENHURST, NY 11757

HEREIN REFERRED TO AS
(THE "EMPLOYER")

and the

DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
HEREIN REFERRED TO AS
(THE "UNION" and/or THE "DISTRICT COUNCIL")

ARTICLE I

Objects

(A) Purposes

To establish and maintain wages, hours and working conditions for the work covered by this Agreement in the territory to which it applies; to prevent strikes and lockouts; to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such or between them as Employer and employee, and to provide for the adjustment of disputes between trades.

(B) Jurisdictional Disputes

In the event of a trade jurisdictional dispute, if the dispute

ARTICLE XIII

Effectuating Clause and Signatories

IN WITNESS WHEREOF, The parties hereto make and enter into this Agreement and we, their duly authorized and empowered representatives, have hereunto set our hands and seal this 4th day of JANUARY 2019.

For the Employer: **AARCO ENVIRONMENTAL SERVICES CORP**

X By: _____ Date: 1-4-19

For the Union:
DISTRICT COUNCIL OF NEW YORK CITY
AND VICINITY OF THE UNITED BROTHER-
HOOD OF CARPENTERS AND JOINERS OF
AMERICA, AFL-CIO

By: _____

AUTHORIZED SIGNATURE
OF THE DISTRICT COUNCIL

The party of the First Part, herein referred to as the Employer, signatory to this Agreement, hereby acknowledges receipt of copies of the Agreement and Declaration of Trust of the New York City District Council of Carpenters Welfare Fund; Pension Fund; and Annuity Fund.

For the EMPLOYER: **AARCO ENVIRONMENTAL SERVICES CORP**

X By: _____ Date: 1-4-19

other form of surety as required by the Benefit Fund Trustees, regardless of the business form under which the Employer performs the work covered under this Agreement. The Employer also agrees that this provision shall not excuse the Employer's affiliate from posting said bond or other form of surety, provided the Employer controls the labor relations of a said affiliate

(b) Application to Non-Complying Employer

Any Employer commencing work in violation of this **Paragraph** shall be in violation of **Article VIII** relating to the Funds.

Paragraph 5. Bond Amount

The Funds' Trustees shall determine the amount of bond the Employer is required to provide, but such amount shall be no less than an amount equal to sixty (60) days of estimated contributions.

The Employer shall provide a bond in the minimum amounts as follows:

Number of Employees	**Bond Amount**
1-3	**$ 5,000.00**
4-7	**$ 10,000.00**
8-10	**$ 15,000.00**
11-15	**$ 25,000.00**
16-20	**$ 50,000.00**
21 or more	**$ 100,000.00**

The Funds may seize the bond if the Funds determine that the

Employer has failed to make required contributions to the Funds or if the Employer has violated the Funds' Collection Procedures. The amount of the bond shall be subject to increase or decrease, in the discretion of the Trustees, depending on the number of employees employed on a particular job site or period.

ARTICLE X

Other Operations

(A) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer exercises either directly or indirectly any significant degree of ownership management or control, the terms and conditions of this Agreement including Fringe Benefits shall be applicable to all such work.

(B) All charges of violations of **Paragraph (A)** of this **Article** shall be considered a dispute under this Agreement and

shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in **Article III** of this Agreement. As a remedy for violations of this **Section**, the arbitrator is empowered, at the request of the Union, to require an Employer to pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations and to pay into the affected joint trust funds established under this Agreement any delinquent contributions together with interest, penalty and liquidated damages to such funds which have resulted from the violations. Provisions for this remedy herein does not make such remedy the exclusive remedy available to the Union or the Trust Fund for violation of this **Section**; nor does it make the same, or other remedies unavailable to the Union or the Trust Fund for violations of other **Sections** or **Articles** of this Agreement.

(C) If, as a result of violations of this **Article** the Union and/or the Trustees of the joint trust funds is required to institute court action to enforce an award rendered in accordance with **Paragraph (B)** above, or to defend an action which seeks to vacate such award, the Employer shall pay any

accountants' and attorneys' fees incurred by the Union and/or fund trustees, plus costs of litigation, which have resulted from the bringing of such court action.

ARTICLE XI

Legality

Any provisions of this Agreement which provides for written security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to Union security, the parties shall renegotiate any provisions concerning Union security.

In the event that any provision of this Agreement shall be

declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE XII

Expiration, Automatic Renewal and Retroactivity

Paragraph 1. This Agreement shall be binding on the Trade Association, Employers who have designated the Trade Association as its bargaining agent, the Union, their successors and assigns. The duration of this Agreement shall continue until **October 16**, 2018 shall be renewed automatically for one year intervals thereafter unless notice to the other at their last known address has been provided by either party by certified and regular mail no more than ninety (90) days or no less than sixty (60) days before the contract expiration that such party seeks to negotiate a new contract or modify or amend this Agreement through negotiations. Once negotiations have commenced, neither party will seek to alter unilaterally the terms or conditions of employment of employees covered by this Agreement until such terms have been changed by execution of a newly negotiated Agreement.

ARTICLE XIII

Effectuating Claus and Signatories

IN WITNESS WHEREOF, The parties hereto make and enter into this Agreement, and we, their duly authorized and empowered representatives, have hereunto set our hands and seal this **day of** 2014

For the EMPLOYER: Test Boring Association

By: ANTHONY P. TIRRO **DATE:** 4/10/2014

For the UNION
DISTRICT COUNCIL OF NEW YORK CITY
AND VICINITY OF THE UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO

By:

AUTHORIZED SIGNATURE
OF THE DISTRICT COUNCIL

The party of the First Part, herein referred to as the Employer, signatory to this Agreement, hereby acknowledges receipt of copies of the Agreement and Declaration of Trust of the New York City District Council of Carpenters Welfare Fund; Pension Fund; and Annuity Fund.

For the EMPLOYER: Test Boring Association

By: ANTHONY P. TIRRO **DATE:** 4/10/2014

ESCROW AGREEMENT

AARCO Environmental Services Corp., the undersigned,
(Name of Employer)

an employer-party to a collective bargaining agreement with the New York City & Vicinity District Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, ("The Collective Bargaining Agreement"), and a contributing employer to the NEW YORK CITY & VICINITY DISTRICT COUNCIL OF CARPENTERS WELFARE FUND, and/or the NEW YORK CITY & VICINITY DISTRICT COUNCIL OF CARPENTERS ANNUITY FUND, and/or the NEW YORK CITY & VICINITY DISTRICT COUNCIL OF CARPENTERS VACATION FUND, and/or the NEW YORK CITY & VICINITY DISTRICT COUNCIL OF CARPENTERS APPRENTICESHIP, JOURNEYMEN RETRAINING, EDUCATIONS AND INDUSTRY FUND (The "Benefit Funds"), hereby deposits with the Trustees of said Benefit Funds the sum of:

_____, $ _____
(Print Amount) (Dollar Amount)

to be held in trust by said Trustees under the following terms and conditions:

The Trustees shall hold such sum(s) as a deposit against payment which may become due and owing to the Benefit Funds under the provisions of the Collective Bargaining Agreement.

I. In the event, as determined by the Trustees or its agents, said employers is in default of its obligations to the Benefit Funds for a period of thirty (30) days or more, or, in the event, the employer is unable to pay any amount owing to the Benefit Funds by reason of the employer being adjudged a bankrupt under the laws of the United States, the Trustees of their authorized agents are authorized to take, apportions and segregate a sum equal to the amount of default from the amount held by them under this agreement (or in the event the amount be equal to or in excess of the entire amount held under this agreement). The amounts so segregated shall be paid to the Benefit Funds, and the Trustees are so authorized to pay said amounts in satisfaction of any and all amounts owing to said funds.

II. The Trustees are further authorized to invest the principal and the amounts earned as interest with such deposits, and to apply the amount earned as interest as a cost of administering and holding the amounts held in trust for the benefit for the Benefit Funds.

III. The Trustees are further authorized to comingle the amounts held in trust with the other Fund held by then is Trustees of the Benefit Funds, and shall only be obliged to establish on the books of the Benefit Funds the amounts held by them in trust under the terms of this agreement.

IV. It is agreed that, in the event, the employer no longer has a Collective Bargaining relationship with the United Brotherhood of Carpenters as foresaid, and, in the event the employer satisfies all of its obligations for payment under agreements with the Union the

Agreement, effective this 29 day of JUNE, 2002 by and between Local Union 14-14B and Local Union 15, 15A, 15C and 15D, International Union of Operating Engineers, AFL-CIO (the UNION") and AARCO ENVIRONMENTAL SERVICES CORP. 2171 JERICHO TPKE. SUITE 150A COMMACK, NY 11725 ("the EMPLOYER).

WHEREAS, the parties hereto acknowledge that there are presently Collective Bargaining Agreements between the Union and the Cement League, the General Contractors Association of New York, the Contractors Association of Greater New York, the Building Contractors Association, Allied Building Metal Industries, Inc., the Long Island Contractors Association, the Construction Industry Council of Westchester and Hudson Valley, the Associated Brick Mason Contractors of Greater New York, the Association of New York City Concrete Producers, Inc. and the Asbestos Abatement Contractors Association, dated for the period July 1, 1999 to June 30, 2002. In addition, the **EMPLOYER** recognizes there are or will be certain amendments, extensions and renewals to the various Association Agreements (hereinafter referred to as the "Association Collective Bargaining Agreements") to be negotiated on behalf of the Employer by the various Employer Associations; and **WHEREAS,** the Employer acknowledges receipt of a copy of each of the Association Collective Bargaining Agreements; and **WHEREAS,** the Employer performs work from time to time which is covered by all or some of the above-mentioned Agreements and recognizes the Union as a source for the procurement of skilled workmen for the work described in the applicable Association Collective Bargaining Agreement.

NOW, THEREFORE, the parties agree as folows:

1. The Employer is bound to all of the terms and conditions as are applicable from time to time by the nature of the work performed for each of the Association Collective Bargaining Agreements which are incorporated herein by reference as if fully set forth in this Agreement, except as specifically set forth hereinafter in paragraphs "2" and "3".

2. The grievance and arbitration procedure described in each Association Collective Bargaining Agreement shall not apply in this Agreement and the procedures shall be as follows:

   Any complaint, dispute or difference arising out of this Agreement shall be referred to the Union Business Agent and a representative of the Employer for a job site meeting within three (3) days notice to them of the occurrence giving rise to such complaint, dispute or difference. If the matter is not resolved within seven (7) days of such meeting, then the aggrieved party may submit the matter for arbitration to one (1) of the two (2) arbitrators named hereinafter. These arbitrators shall be Ben Falcigno and George F. Sabatella.

3. The Employer agrees that the operation of Scissor-Lift Trucks is the jurisdiction of the Operating Engineers. Scissor-Lift Trucks used solely as scaffolds or welding platforms will not be manned by an Operating Engineer. Scissor-Lift Trucks used for hoisting any material will be manned by an Operating Engineer. Occasional use of a Scissor-Lift Truck is the jurisdiction of the Operating Engineers, and the computation of the time used as a hoisting machine will be agreed upon by both the Employer and the Business Agent.

4. The parties further agree to be bound to all the agreements and declarations of trusts, amendments and regulations, thereto, referenced in the applicable Association Collective Bargaining Agreements and to remit all contributions as set forth under the applicable Association Collective Bargaining Agreements and all amendments, renewals and/or extensions thereto, as adopted by the aforesaid Association and the aforesaid Local Union or their designated trustees.

ANY FUTURE ORDER OF FRINGE BENEFIT STAMPS MUST BE MADE BY CERTIFIED CHECK.

5. The Employer agrees to be responsible for the payment of fringe benefit contributions on the stamps reported for each of the three (3) reporting periods which occur every year in March, July and November. Further, the Employer agrees that for every period in which an individual is reported as being employed as an Operating Engineer, the Employer shall be responsible for the payment of fringe benefit contributions for a minimum of forty (40) hours per week for every week in such period. This requirement shall apply to any and all individuals employed as Operating Engineers for any length of time during any given period, regardless of whether they are also employed by the Employer during such period in some other capacity and/or hold a different title with said Employer's company, including but not limited to owner, shareholder, officer, director, etc.

6. The Employer agrees that the applicable Association shall, on behalf of the Employer, negotiate successor Collective Bargaining Agreements, amendments, renewals and extensions of the applicable Collective Bargaining Agreements and the Employer agrees to be bound by any and all amendments, renewals and/or extensions of the above referenced Association Collective Bargaining Agreements unless and until this Agreement is properly terminated by either the Employer or the Union in accordance with the renewal and/or Termination Provisions of the applicable Association Collective Bargaining Agreements.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

Joseph M. Rizzuto, Jr.
Business Manager and Financial Secretary
International Union of Operating Engineers, Local 14-14B

Frank X. Gray, Jr.
President
International Union of Operating Engineers, Local 14-14B

Gerard A. Rich
Recording Corresponding Secretary
International Union of Operating Engineers, Local 14-14B

Thomas P. Maguire
President and Business Manager
International Union of Operaintg Engineers, Local 15, 15A, 15C and 15D

Thomas G. McNamara
Recording Corresponding Secretary
International Union of Operaintg Engineers, Local 15, 15A, 15C and 15D

AARCO Environmental Services Corp.
Company Name

2171 Jericho Turnpike Suite 150 A
Address

Commack NY 11725
City, State, Zip Code

631-462-0540
Telephone Number

631-462-0344
Fax Number

Signature of Officer(s)

Rick Sporzik President
Name and Title of Officer(s)
(PLEASE PRINT)

ANY FUTURE ORDER OF FRINGE BENEFIT STAMPS MUST BE MADE BY CERTIFIED CHECK.

Agreement, effective this 19 day of June, 2002 by and between Local Union 14-14B and Local Union 15, 15A, 15C and 15D, International Union of Operating Engineers, AFL-CIO (the UNION") and AARCO ENVIRONMENTAL SERVICES CORP. 2171 JERICHO TPKE. SUITE 150A COMMACK, NY 11725 ("the EMPLOYER).

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Business Manager and Financial Secretary
International Union of Operating Engineers, Local 14-14B

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International Union of Operaintg Engineers, Local 15, 15A, 15C and 15D

AARCO Environmental Services Corp.
Company Name

2171 Jericho Turnpike Suite 150 A
Address

Commack NY 11725
City, State, Zip Code

631-462-0540
Telephone Number

631-462-0344
Fax Number

Signature of Officer(s)

Rick Sporzik President
Name and Title of Officer(s)
(PLEASE PRINT)

ANY FUTURE ORDER OF FRINGE BENEFIT STAMPS MUST BE MADE BY CERTIFIED CHECK.

LIUNA
LOCAL 731 Training Fund

3411 35th Avenue
Astoria, NY 11106

Tel: 718-752-9860 • Fax: 718-752-9880

May 8, 2014

To Whom It May Concern:

This letter is to confirm that **AARCO ENVIRONMENTAL SERVICES, CORP.** has a signed agreement with Union Local 731. Union Local 731 has an Apprenticeship Program approved by the New York State Department of Labor.

Sincerely,

James D. Nethaway
Director of Training

James D. Nethaway/dvd

JDN/dvd

CERTIFICATE ISSUED BY FDNY

CERT.# 85314227 R
ISSUED 06/16/2021 EXPIRES 07/22/2023

NAME ROGER TERLAGA
HOME 18 S EQUESTRIAN CT
ADDR. HAUPPAUGE, NY 11788-3337

NOT FDNY EMPLOYEE

FEE $ 30 CAT W16 TYPE License
DESC. INSTL,TEST,REPAIR MOTO FUEL TK

EMPLOYER AARCO ENVIRONMENTAL
WORK
LOCATION ,

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steven Plofker, Chief Operating Officer — 10/9/19
Name and Title of Authorized Representative — m/d/yy

Signature — 10/9/19
Date

Aarco Environmental Services Corp.
Name of Organization

50 Gear Avenue Lindenhurst NY 11757
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

AARCO ENVIRONMENTAL SERVICES CORP.

FINANCIAL STATEMENTS

DECEMBER 31, 2020

AARCO ENVIRONMENTAL SERVICES CORP.

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Schedule of General and Administrative Expenses for the Year Ended December 31, 2020	7

GRASSI
ADVISORS & ACCOUNTANTS

To The Stockholders
Aarco Environmental Services Corp.
Lindenhurst, NY 11757

Management is responsible for the accompanying financial statements of Aarco Environmental Services Corp. (the "Company"), which comprise the balance sheet at December 31, 2020, and the related statements of income and retained earnings and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Supplementary Information

The accompanying supplementary information contained on page 7 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

Grassi & Co, CPAs, P.C.

GRASSI & CO., CPAs, P.C.

Jericho, New York
October 12, 2021

50 JERICHO QUADRANGLE, STE. 200, JERICHO, NY 11753
P: 516.336.2450 • F: 516.256.3510 • GRASSICPAS.COM
NEW YORK | NEW JERSEY | MASSACHUSETTS | FLORIDA

AARCO ENVIRONMENTAL SERVICES CORP.
BALANCE SHEET
DECEMBER 31, 2020

ASSETS

CURRENT ASSETS:	
Cash	$ 1,945,622
Contract receivables	6,047,371
Advances to affiliates	30,060
Prepaid expenses and other current assets	1,465
Total Current Assets	8,024,518
PROPERTY AND EQUIPMENT, NET	6,236,016
	$ 14,260,534

See independent accountants' compilation report.

AARCO ENVIRONMENTAL SERVICES CORP.
BALANCE SHEET
DECEMBER 31, 2020

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:	
Current maturities of long-term debt	$ 751,336
Accounts payable	1,229,666
Accrued expenses and other current liabilities	94,571
Contract liabilities	24,815
Advances from affiliates	18,945
Total Current Liabilities	2,119,333
LONG-TERM LIABILITIES:	
Long-term debt, less current maturities	2,327,833
COMMITMENTS AND CONTINGENCIES	
STOCKHOLDERS' EQUITY:	
Common stock	100
Additional paid-in capital	19,662
Retained earnings	9,793,606
Total Stockholders' Equity	9,813,368
	$ 14,260,534

See independent accountants' compilation report.

AARCO ENVIRONMENTAL SERVICES CORP.
STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2020

CONTRACT REVENUES	$ 16,687,853
COST OF REVENUES	11,282,440
GROSS PROFIT	5,405,413
GENERAL AND ADMINISTRATIVE EXPENSES	4,185,185
INCOME FROM OPERATIONS	1,220,228
OTHER INCOME (EXPENSE):	
Interest income	1,885
Government Grant Income	1,124,400
Other income	7,036
Interest expense	(107,439)
Gain on sale of property and equipment	157,510
Total Other Income	1,183,392
INCOME BEFORE PROVISION FOR INCOME TAXES	2,403,620
PROVISION FOR INCOME TAXES	60,044
NET INCOME	2,343,576
RETAINED EARNINGS, BEGINNING OF YEAR	8,259,674
	10,603,250
LESS: DISTRIBUTIONS TO STOCKHOLDERS	809,644
RETAINED EARNINGS, END OF YEAR	$ 9,793,606

See independent accountants' compilation report.

AARCO ENVIRONMENTAL SERVICES CORP.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2020

CASH FLOWS FROM OPERATING ACTIVITIES:	
Cash received from construction contracts	$ 16,744,709
Interest and dividend income received	1,885
Cash Provided By Operating Activities	16,746,594
Cash paid for contract costs	(10,837,263)
Cash paid for general and administrative costs	(2,835,216)
Interest paid	(107,439)
Income taxes paid	(60,044)
Cash Disbursed For Operating Activities	(13,839,962)
NET CASH PROVIDED BY OPERATING ACTIVITIES	2,906,632
CASH FLOWS FROM INVESTING ACTIVITIES:	
Repayment of advances to affiliates	123,281
Proceeds from sale of property and equipment	157,510
Cash Provided By Investing Activities	280,791
Purchase of property and equipment	(1,222,442)
NET CASH USED IN INVESTING ACTIVITIES	(941,651)
CASH FLOWS FROM FINANCING ACTIVITIES:	
Advances from affiliates	18,945
Distributions to stockholders	(809,644)
Principal payments of long-term borrowings	(89,041)
Cash Disbursed For Financing Activities	(898,685)
NET CASH USED IN FINANCING ACTIVITIES	(879,740)
NET INCREASE IN CASH	1,085,241
CASH, BEGINNING OF YEAR	860,381
CASH, END OF YEAR	$ 1,945,622

See independent accountants' compilation report.

AARCO ENVIRONMENTAL SERVICES CORP.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2020

RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
NET INCOME	$ 2,343,576
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
Depreciation and amortization	906,381
Gain on sale of property and equipment	(157,510)
Changes in Assets Decrease:	
Contract receivables	32,041
Changes in Liabilities Increase (Decrease):	
Accounts payable	(257,046)
Contract liabilities	24,815
Accrued expenses and other current liabilities	14,375
Total Adjustments	563,056
NET CASH PROVIDED BY OPERATING ACTIVITIES	$ 2,906,632
SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:	
Assets acquired through long-term financing	$ 1,976,009

See independent accountants' compilation report.

SUPPLEMENTARY INFORMATION

AARCO ENVIRONMENTAL SERVICES CORP.
SUPPLEMENTARY INFORMATION
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2020

AUTO EXPENSE	$ 24,339
BANK CHARGES	6,677
COMPUTER EXPENSE	16,520
CONSULTING	97,317
CONTRIBUTIONS	4,468
DEPRECIATION AND AMORTIZATION	15,210
EMPLOYEE BENEFITS	338,441
INSURANCE	559,514
BUILDING EXPENSES	12,934
MARKETING FEES	106,271
REPAIRS AND MAINTENANCE	94,868
OFFICE EXPENSE	73,844
OFFICE SALARIES	1,723,346
OFFICERS' SALARIES	458,445
PAYROLL TAXES	157,844
DUES AND SUBSCRIPTIONS	45,168
PERMITS AND FEES	52,883
POSTAGE	2,416
PROFESSIONAL FEES	67,419
UNIFORM EXPENSE	14,088
RENT EXPENSE	168,564
SEMINARS	70,705
TELEPHONE	36,199
TRAVEL AND ENTERTAINMENT	24,448
UTILITIES	13,257
	$ 4,185,185

See independent accountants' compilation report.

A-133 Audit

Your cooperator must send a letter or email for you to include in the agreement package, indicating whether or not they expend $500k or more of federal funds in a given year. If they to expend that amount of federal funding, they must undertake an A-133. See below for an explanation.

Many organizations and government agencies that receive federal funds are required to undergo a Single Audit, also known as an "OMB A-133 Audit" for the regulations set down in Circular A-133 by the U.S. Office of Management and Budget (OMB).

There are several requirements outlining which programs need to be audited, but in general, any entity that expends $500,000 or more of federal grants or awards in a year is required to undertake an OMB A-133 audit. These recipients commonly include states, cities, universities, and non-profit organizations.

The purpose of a Single Audit is to ensure a recipient of federal funds is in compliance with the federal program's requirements for how the money can be used. Each federal agency that gives out grants outlines specific items it feels are important for recipients to meet to ensure the successful management of the program and alignment with the legislative intent of the program. These items are laid out in the A-133 Compliance Supplement, which is updated annually.

An A-133 audit by a qualified firm will ensure that a recipient of federal funds is in compliance with all of the audit requirements outlined in the Compliance Supplement by the federal agency who granted them the funds. The auditor will look at the recipient's general management of its operations, as well as the specific ways it manages the money granted to it by any government agencies.

Specifically, the Single Audit looks at the recipient's financial records, financial statements, federal award transactions and expenditures, internal control systems, and the federal assistance it received during the audit period.

The Single Audit is performed by an independent certified public accountant (CPA), and must be filed electronically with the Federal Audit Clearinghouse each year. Results of the A-133 audit are due within 9 months after the end of the audit period.

DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: AARCO ENVIRONMENTAL SERVICES CORP.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS) COUNTY: SUFF

SERVICE COMPANY: USA CORPORATE SERVICES INC. SERVICE CODE: 57 *

FILED:05/13/2002 DURATION:PERPETUAL CASH#:020513000392 FILM #:020513000379

ADDRESS FOR PROCESS	EXIST DATE
THE CORPORATION P.O. BOX 358 E. NORTHPORT, NY 11731	05/13/2002

REGISTERED AGENT

STOCK: 200 NPV

FILER	FEES	210.00	PAYMENTS	210.00
	FILING	125.00	CASH	0.00
USA CORPORATE SERVICES INC.	TAX	10.00	CHECK	0.00
46 STATE STREET, 3RD FLOOR	CERT	0.00	CHARGE	0.00
	COPIES	0.00	DRAWDOWN	210.00
ALBANY, NY 12207	HANDLING	75.00	BILLED	0.00
			REFUND	0.00

DOS-1025 (11/89)

USA-57 DRAWDOWN

Certificate of Incorporation
of
AARCO ENVIRONMENTAL SERVICES CORP.

Pursuant to Section 402 of the Business Corporation Law

It is Hereby Certified That:

1. The name of the corporation is **AARCO ENVIRONMENTAL SERVICES CORP.**

2. The purpose for which the corporation is formed is:

To do any act or activity for which corporations may be formed under the Business Corporation Law, provided that the corporation shall not engage in any act or activity which requires the consent or approval of any state office, agency, board, department or any other body without first obtaining such consent or approval.
For the accomplishment of the aforesaid purposes, and in furtherance thereof, the corporation shall have and may exercise all of the powers conferred by the Business Corporation Law upon corporations formed thereunder, subject to any limitations contained in Article 2 of said law or in accordance with the provisions of any other statute of the State of New York.

3. The office of the corporation shall be located in the County of **Suffolk**

4. The aggregate number of shares, which the corporation shall be authorized to issue, is **200** shares with **no** par value.

5. The Secretary of State is hereby designated as agent of the corporation upon whom process against the corporation may be served. The Post office address to which the Secretary of State shall mail a copy of any such process is:

C/O THE CORP., P.O. BOX 358 E. NORTHPORT, NY 11731

6. No Director of this corporation shall be personally liable to the corporation, or its shareholders for damages for any breach of duty in such capacity, provided that this provision shall not limit the liability of any director if a judgment or other final adjudication, adverse to him, establishes that his act or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage, to which he was not legally entitled or that his acts violated Section 719 of the New York Business Corporation Law.

In Witness Whereof, the undersigned incorporator affirms under the penalties of perjury that the statements contained herein are true.

Dated: **5/13/2002**

s/ John P. Gordon
John P. Gordon
Incorporator
46 State Street 3rd Floor
Albany, NY 12207

AARCO Environmental Services Corp.

Date: 19-Nov-21

New York City Fire Department
Bureua of Fire Prevention
9 MetroTech Center
Brooklyn, NY 11201

**** AFFIDAVIT ****

Site Location: 449 Chester Street, Brooklyn NY 11212
Job Description: Removal of one (1) 550 Gallon No. 2 fuel Underground Storage Tanks

In accordance with Title 3 RCNY at 21-02 and FDNY Code R3404-01:
I have supervised the permanent removal of: (1) 550 Gallon Underground Storage Tank(s) at: 449 Chester Street, Brooklyn NY 11212

- Contents of tank(s) were removed and legally disposed of.
- Tanks were thorougly cleaned and rendered free of combustible vapors.
- All pipes were removed.
- Fill ports were removed/abandoned with concrete/capped.
- Work was performed on: 19-May-20
- Tanks was: Removed
- Environmental site assessment has been performed in accordance with the requirements of federal or state law/regulations.

Roger Teflaga

New York City Underground Tank Installer
Certified of License # 85314227, expiration: 7/ 7/22/2023

Sworn before me this 19 day of Nov-21

Notary Public

TARA BOGGS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BO6203253
Qualified in Suffolk County
My Commission Expires 03-30-2025

50 Gear Avenue, Lindenhurst, NY 11757 Phone: (631) 586-5900 Fax: (631) 586-5910

BID BOND

ALL MEN BY THESE PRESENTS:

That we, the undersigned AARCO Environmental Services Corp.

as Principal,

and U.S. Specialty Insurance Company as Surety, are hereby held and firmly bound unto

Town of Hempstead, 450 Front Street, Hempstead, NY 11550

in the penal sum of Five Percent of amount bid (5%)

for the payment of which, well and truly to be made, we hereby jointly and severally bind heirs, our executors, administrators, successors, assigns and ourselves.

Signed this 4th day of June 20 18

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, WHEREAS the Principal has submitted to Town of Hempstead

a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the #PW-6-18 Transport and dispose of contaminated soils

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate

(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

AARCO Environmental Services Corp.

Principal

U.S. Specialty Insurance Company

By

Evan Posses, Attorney-in-fact

TF-4

CORPORATE ACKNOWLEDGEMENT

STATE OF New York

COUNTY OF Suffolk

On this 5 day of June, 20 18, before me, a Notary Public within and for said County and State, personally appeared Richard Spadalik to me personally known, who being duly sworn, upon oath, did say that he/she is the President of and for the AARCO Environmental Services Corp. a corporation created, organized and existing under and by the virtue of the laws of the State of New York that the Corporate seal affixed to the foregoing instrument is the seal of said Corporation; that the seal was affixed; and the said _____ did acknowledge that he/she executed the said instrument as the free act and deed of said Corporation.

Notary Public

TARA L. BOGGS
NOTARY PUBLIC, State of New York
No. 01BO6203253
Qualified in Suffolk County
Commission Expires March 30, 2021

SURETY ACKNOWLEDGEMENT

STATE OF New York

COUNTY OF Nassau

On this 4th day of June, 2018 before me personally came Evan Posses to me known, who being by me duly sworn, did depose and say that he/she resides in Long Beach, NY, that he/she is the Attorney-in-fact of U.S. Specialty Insurance Company and the corporation described in and which executed the above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by other of the Board of Directors of said corporation, and that he/she signed her name thereto by like order.

Notary Public

BORIS VOLFMAN
NOTARY PUBLIC, State of New York
No. 02VO6127046
Qualified in Nassau County
Commission Expires May 23, ~~2013~~ 2021

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Martin J. Lyons, Evan Posses

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed _____ ******Unlimited****** _____ Dollars ($ ***unlimited***).**
This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By: _____
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

SABINA MORGENSTEIN
Commission # 2129258
Notary Public - California
Los Angeles County
My Comm. Expires Nov 3, 2019

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 5th day of JUNE, 2018

Corporate Seals

Kio Lo, Assistant Secretary

Bond No.
Agency No. 12296

U.S. SPECIALTY INSURANCE COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS *(1)*
December 31, 2016

Admitted Assets		*Liabilities and Capital and Surplus*	
Investments:		Liabilities:	
Fixed Maturities, at amortized cost	1,473,880,083	Unpaid loss and loss adjustment expense	866,716,404
Preferred Stocks	7,626,019	Commission payable	8,611,931
Common stocks	44,149,214	Accrued expenses	3,743,390
Mortgage loans on real estate - first liens	99,942,669	Taxes, licenses, and fees	2,902,306
Mortgage loans on real estate - other than first liens	3,110,487	Current federal income taxes	4,711,174
Cash and short term investments	32,240,136	Unearned premiums	273,343,210
Receivable for securities	598,649	Advance premium	13,624,093
Total cash and invested assets:	1,661,547,257	Dividends to policyholders	221,487
		Ceded reinsurance balance payable	44,664,362
		Funds held under reinsurance treaties	17,939,094
		Amounts withheld or retained for others	5,652
		Provision for reinsurance	1,062,560
		Payable to parent, subsidiaries and affiliates	26,566,775
		Payable for securities	9,877,982
		Total liabilities	1,273,990,421
Investment income due and accrued	16,652,578		
Premium receivable	68,232,620	Capital and Surplus:	
Recoverable from reinsurers	12,340,121	Capital Stock	4,200,000
Net deferred tax asset	31,477,965	Additional paid-in and contributed capital	190,085,811
Receivable from parent, subsidiaries and affiliates	1,892,484	Unassigned surplus	323,866,793
	130,595,768		518,152,604
Total admitted assets	1,792,143,025	*Total liabilities and capital and surplus*	1,792,143,025

(1) - In accordance with the statutory financial statements as filed on March 1, 2017.

I, Cave J. McKeown III, Chief Financial Officer of U.S. Specialty Insurance Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2016, prepared in conformity with accounting practices prescribed or permitted by the Texas Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at 13403 Northwest Freeway, Houston, Texas 77040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Houston, Texas.

Cave J. McKeown III
Chief Financial Officer

EXHIBIT F

AGREEMENT

DATE: June 25, 2021

Re: Contract No. 7766 – Non-Destructive Vacuum Excavating Construction Hole Services, Group II – August 1, 2021 to July 31, 2022

Aarco Environmental Services Corp., the lowest responsive, responsible bidder for the above referenced contract agrees to provide the material as set forth in the Notice to Bidders dated May 11, 2021 Instructions to Bidders, Detailed Specifications, and Bidder's Proposal submitted by Steven Plofker, and dated June 01, 2021.

All of the terms and conditions of the Notice to Bidders, Instructions to Bidders, Detailed Specifications, Addendum (s), (if any) and the Bidder's Proposal are hereby incorporated into this Agreement, and this Agreement shall be binding upon each of the parties hereto, and upon the successors and assigns of the Authority, and executors, administrators, successors and assigns of the Contractor. In the event of a conflict, between the terms of Bidders Proposal, and the Notice to Bidders, Instructions to Bidders, Detailed Specifications and/or Addendum (s), if any, the terms of the Notice to Bidders, Instructions to Bidders, Detailed Specifications and/or Addendum (s) if any shall prevail.

IN WITNESS WHEREOF, the Authority has caused this Agreement to be signed by a duly Authorized Member or Executive Officer thereof and has caused its corporate seal to be hereunto affixed, and the Contractor has caused this Agreement to be signed by a duly authorized officer thereof and has caused its corporate seal to be hereunto affixed, the day and year first above written.

SUFFOLK COUNTY WATER AUTHORITY

By:_____
Jeffrey W. Szabo, CEO

Aarco Environmental Services Corp.
Firm

By:_____
Steven Plofker

Steven Plofker
Print Name of Signatory

Chief Operating Officer
Title

SUFFOLK COUNTY WATER AUTHORITY

MEMBER ACKNOWLEDGEMENT

STATE OF NEW YORK)

ss:

COUNTY OF Suffolk)

On the_____day of_____in the year 20____, before me, the undersigned, a Notary Public in and for said state, personally appeared __Jeffrey W. Szabo___, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their capacity(les), and that by his/her/their signature(s)on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Notary Public

To Be Completed If Executed In New York

STATE OF NEW YORK)

ss:

COUNTY OF SUFFOLK)

On this 2 day of JULY, in the year 2021 before me, the undersigned, a Notary Public in and for said state, personally appeared Steven Dlorkler personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual (s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

TARA BOGGS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BO6203253
Qualified in Suffolk County
My Commission Expires 03-30-2025

To Be Completed If Executed Outside New York

STATE OF_____)

ss:

COUNTY OF_____)

On this_____day of_____, in the year 20_, before me, the undersigned Notary Public, personally appeared_____personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual (s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in*_____.

_____

Notary Public

*(Insert city or other political subdivision and the state or county or other place the acknowledgment was taken)

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

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

BID NUMBER
92645-07300-107

Dated: Ad. 07/09/2020

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

BUYER	TELEPHONE	REQUISITION NUMBER
Timothy Funaro	516-571-7720	

OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Hazardous Materials Transport Storage and Disposal

JUL 30 2020

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

OPENED 11 AM

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

CASH DISCOUNT OF 1% PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 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:	GUARANTEED DELIVERY DATE
Various Nassau County Agencies	_____ DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 81-0551121

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

NAME OF BIDDER AARCO Environmental Services Corp.

ADDRESS 50 Gear Avenue

CITY Lindenhurst STATE NY ZIP CODE 11757 TELEPHONE 631-586-5900

Steven Plofker
SIGNATURE OF AUTHORIZED INDIVIDUAL

Steven Plofker, Chief Operating Officer
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 or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

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

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13 When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15 The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23 LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: AARCO Environmental Services Corp.

Address: 50 Gear Avenue, Lindenhurst NY 11757

Telephone No: 631-586-5900 Fax No: 631-586-5910

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

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

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

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

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

BIDDER SIGN HERE Steven Plofker
BIDDER

Chief Operating Officer
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
92645-07300-107

QUALIFICATION STATEMENT

BIDDER'S NAME:
AARCO Environmental Services Corp.

ADDRESS:
50 Gear Avenue, Lindenhurst NY 11757

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT
   Richard Spadalik - 3 Yellow Brick Court, Fort Salogna NY
   VICE PRESIDENT
   Roger Terlaga - 18 S. Equestrian Court, Hauppauge NY
   SECRETARY
   Roger Terlaga - 18 S. Equestrian Court, Hauppauge NY
   TREASURER
   Richard Spadalik - 3 Yellow Brick Court, Fort Salogna NY

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? N/A
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 18 Years

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Utility Locating, Environmental Contracting

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Richard Spadalik	President/Treasurer	30	Operators, management, owner	Operators, management, owner
Roger Terlaga	Vice President/Secretary	30	Operators, management, owner	Operators, management, owner

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

From the bid specifications

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

BIDDER SIGN HERE Steven Plofker
BIDDER

Chief Operating Officer
TITLE

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

Steven Plopker

Chief Operating Officer

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

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

1. REFERENCE'S NAME:
EnviroTrac Ltd.

ADDRESS:
5 Old Dock Road

Yaphank, NY 11980

TELEPHONE: 631-924-3001 CONTACT PERSON Jeffrey Bohlen
CONTRACT DATE:
On-going.

2. REFERENCE'S NAME:
Wild Life Conservation Society

ADDRESS:
2300 Southern Blvd

Bronx NY 10460

TELEPHONE: 718-220-5144 CONTACT PERSON Christina Clarke
CONTRACT DATE:
On-going.

WASTE REMOVAL/DISPOSAL

3. REFERENCE'S NAME:
Verizon NY Inc.

ADDRESS:
22 Bay Avenue

Patchogue NY 11772

TELEPHONE: 631-901-8272 CONTACT PERSON Thomas Bosshard
CONTRACT DATE:
On-going.

WASTE REMOVAL/DISPOSAL

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

BIDDER SIGN HERE Steven Plopker **BIDDER** Chief Operating Officer **TITLE**

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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

BIDDER SIGN HERE Steven Plofker
BIDDER

Chief Operating Officer
TITLE

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

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

PLEASE CHECK ONE:

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

OR

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

Dated: July 27, 2020

Steven Plofker
(Signature of Bidder)

Print Name: Steven Plofker

Print Title: Chief Operating Officer

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE Steven Pfeffer
BIDDER

Chief Operating Officer
TITLE

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not

include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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.

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

BIDDER SIGN HERE Steven Ploffer
BIDDER

Chief Operating Officer
TITLE

REQUIRED VENDOR DISCLOSURE FORMS

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

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

a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

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

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	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

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

Ordinance # 72-2014

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

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

BIDDER SIGN HERE Steven Plofker
BIDDER

Chief Operating Officer
TITLE

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **Hazardous Materials Transport Storage and Disposal** 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 re-bid.

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 5 **Days A/R/O.**

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

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.

**********VENDOR CLAIM CERTIFICATION**********
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 WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Steven Plofker
BIDDER

Chief Operating Officer
TITLE

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.

Steven Plofker — July 27, 2020
CLAIMANT NAME — DATE

Steven Plofker — Chief Operating Officer
BY (SIGNATURE) — TITLE

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

Steven Plofker — July 27, 2020
Claimant Name — **Date**

Steven Plofker — Chief Operating Officer
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

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

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

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

BIDDER SHALL STATE WARRANTY
PERIOD: One (1) Year

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

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

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

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

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

STATE PRICE PROTECTION PERIOD: 365 **DAYS AFTER BID OPENING**

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
_____ days.

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

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

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

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

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.

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: Arthur J. Gallagher
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause): Arthur J. Gallagher

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.

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

BIDDER SIGN HERE Steven Plofker
BIDDER

Chief Operating Officer
TITLE

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.

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

BIDDER SIGN HERE Steven Plofker
BIDDER

Chief Operating Officer
TITLE

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

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

RIGHT TO KNOW LAW AND "OSHA"

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

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

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

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED _____ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X Steven Plofker
Signature

Chief Operating Officer
Title

7/27/2020
Date

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

BIDDER SIGN HERE Steven Plofker
BIDDER

Chief Operating Officer
TITLE

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.

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

BIDDER SIGN HERE Steven Ploffer — **BIDDER**

Chief Operating Officer — **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
92645-07300-107

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

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

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

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

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

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

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

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

this 27 day of July, 2020 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:
AARCO Environmental Services Corp.

Address:
50

Street:
Gear Avenue

City, Town, etc:
Lindenhurst NY 11757

Telephone: 631-586-5900 Title: Chief Operating Officer

If applicable, responsible Corporate Officer

Name Steven Plofker Title Chief Operating Officer

Signature: Steven Plofker

Sign Here

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

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

BIDDER SIGN HERE Steven Plofker
BIDDER

Chief Operating Officer
TITLE

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

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

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

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

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

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

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when 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. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Steven Plofker
BIDDER

Chief Operating Officer
TITLE

GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

Living Wage

Section 1. Authority and Usage

a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.

b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

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

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

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

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

d. Employee and Employer.

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

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

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

ii. An Employee is not:

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

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

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

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

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

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

3. Amendments, Extensions and Renewals

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

b. Determination of Applicability.

i. County Service Contracts.

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

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

ii. County Financial Assistance Agreements.

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

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

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

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

4. Waiver of the Law

a. Application of the Provision

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

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

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

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

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

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

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

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

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

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

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

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

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

OR

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

OR

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

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

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

OR

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

i. Non-residential domestic violence services under the New York Social Services Law.
ii. Services under the Home Energy Assistance Program (HEAP)
Preventive services for children pursuant to the New York Social Services Law
Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

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

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

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

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

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

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

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

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

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

c. Waiver and Procurement

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

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

6. Certification of Compliance

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

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

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

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

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

7. Nassau County Employees

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

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

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2016, as amended the "Law" , the Contractor hereby certifies the following:

The chief executive officer of the Contractor is:

Roger Terlaga _____ Name

50 Gear Avenue, Lindenhurst NY 11757 _____ (Address)

516-351-1879 _____ (Telephone Number)

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

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

BIDDER SIGN HERE Steven Plofker _____ Chief Operating Officer _____
BIDDER **TITLE**

In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

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BIDDER SIGN HERE Steven Plofker
BIDDER

Chief Operating Officer
TITLE

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.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
92645-07300-107

July 27, 2020
Dated

Signature of Chief Executive Officer

Richard Spadalik
Name of Chief Executive Officer

Sworn to before me this

27 day of July, ~~2000~~ 2020 SP

Notary Public

TARA L. BOGGS
NOTARY PUBLIC, State of New York
No. 01BO6203253
Qualified in Suffolk County
Commission Expires March 30, 20 21

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BIDDER SIGN HERE Steven Plofker
BIDDER

Chief Operating Officer
TITLE

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.

Specifications:

Annual usage $650,000.00

The following is a list of permits required to perform these services. Please submit a copy of each permit with your bid.
1. NYS 373Part
2. Required local Fire Department permit (flammable storage)
3. OSHA 40 CFR 1910.29 certification for employees
4. NYS Hazardous Waste Transporter permit
5. Env. Impairment liability

Price Schedule

Materials:

1. Steel USDOT 17E drum	$65.00	each
2. 17H or equal NYDOTapproved ring top 55 gallon drum empty	$65.00	each
3. Sorbent Pads3M brand or equivalent 3/8" X 18" X 18" (100 bale)	$125.00	bale
4. Sorbent Pillows3M brand or equivalent 5" X 14" X 25" (10/bale)	$60.00	bale
5. Speedy dry (50 lb. bag)	$35.00	bag
6. Vermiculite (50 lb. bag)	$40.00	

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Chief Operating Officer
TITLE

Transportation Storage & Disposal

For classification of materials i/a/w 40 CFR Part 201 all prices are 55 gallon drum unless otherwise noted

7. Waste flammable liquid (lab pack)	$ 475.00
8. Waste flammable liquid (bulk)	$ 250.00
9. Waste liquid (latex paintbulk)	$145.00
10. Waste flammable liquid (materialslabpack)	$475.00
11. Aerosols (pesticides)	$450.00
12. " (nonpesticides)	$250.00
13. Waste flammable solid	$525.00
14. Asbestos	$175.00
15. Propane cylinders (each)	$45.00
16. Household batteries (nonsegregated)	$300.00
17. Poison liquid	$550.00
18. Poison solid	$450.00
19. Corrosive solid	$275.00
20. Corrosive liquid (acid)	$275.00
21. Corrosive liquid (base)	$275.00
22. Oxidizer	$750.00
23. Liquid waste, PCB contaminated, 50 PPM	$1,250.00
24. Disposal of empty 17H or 17E drums	$15.00
25. Lab packingcost per drum for packing & labeling by contracto rpersonnel when required	$50.00
26 Cost to sample & classify where needed hazardous material prior to removal	$500.00
27 Removal of spent chlorinated solvents 1x 55 gallon drum of chlorinated liquid	$325.00
28 Removal of fluorescent light bulbs/4 foot box	$50.00 per box
29. " " " " " /8 foot box	$ 85.00 per box

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

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BIDDER

Chief Operating Officer
TITLE

Contractor must provide the County all packing & manifesting requirements for the disposal facility which will receive the collected materials, as no compensation will be considered for drums which must be repacked by the contractor. Prices quoted for the above classifications must include all labor, transportation, storage & disposal costs required to remove drums from various NC agencies & to provide for proper & safe disposal of same.

The following item are prices per **30 gallon drum** unless otherwise noted. Transportation, storage & disposal.
Waste flammable liquid (lab pack) for classification of materials i/a/w 40 CFR Part 201
{In conjunction with line item number 7}

30. Waste flammable liquid (lab pack) $350.00
The following item are prices per **16 gallon drum** unless otherwise noted. Transportation, storage & disposal.
Waste flammable liquid (lab pack) for classification i/a/w 40 CFR Part 201
{In conjunction with line item number 7}

31. Waste flammable liquid (lab pack) $275.00
The following item are prices per **5 gallon drum** unless otherewise noted. Transportation, storage & disposal
Waste flammable liquid (lab pack) for classification i/a/w 40 CFR Part 201
{In conjunction with line item number 7}

32. Waste flammable liquid (lab pack) $165.00

33. LCRR Lab pack reactives for incineration $ 275.00/Gallon

LCCRRAPH between 07, max 1 gallon (call in when large quantity of material is encountered)
LCCRRBPH between 714, max 1 gallon (call in when large quantity of material is encountered)
LCCRRCPH between 07,flash point greater than 140F, maximum 1 gallon
LCCRRDPH between 014,flash point less than 140F, maximum 1 gallon (Maximum 4oz. For organic nitrates)
LCRROMax 1 gallon (Call in when large quantity of material is encountered)
LCRRI/LCCRRQrefer to LP guidelines for additional info.

34. Minimum charge (if applicable, in conjunction with line item 33) $0.00

35. PCB Ballasts per drum, CHBL PCB Ballasts or Capacitors for landfill $250.00 per drum

36. Utube compact bulbs (T8 & T12) $0.95 /bulb

37. High pressure sodium low mercury (1 ft. > size) $0.65 /bulb

38. Small metal Halide bulbs $0.65 /bulb

38A Small HID bulbs $1.65 /bulb

39. Mercury vapor bulbs (various sizes) $1.65 /bulb

39A. Metal Halides (400W & 1000W) $1.65 /bulb

39B MultiVapor bulbs $0.65 /bulb

40. Compact fluorescent (spiral, egg, looped, pin based) $ 0.95 /bulb

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BIDDER

Chief Operating Officer
TITLE

Supplies*

41. 16 gallon drum $50.00 /drum

42. 30 gallon drum $55.00 /drum

43. 55 gallon drum $65.00 /drum

43A DOT rate 4 ft. tube $20.00 /tube

44. Pallet/Shrink Wrap $10.00 /per pallet

*supplies on as needed basis, intent is to use original packaging & shrink wrap to pallets

45. Repackaging fee per drum (if applicable) $50.00

46. Transportation pickup (if applicable) $ 395.00

Subcontracting no more than 10% markup

Subcontracting Markup 05 %

Vendor must have prior approval from using agency on all subcontracting work.

Rigging Cost Plus 15 %

Equipment Rental Cost Plus 0%

Self-Owned Equipment (Scaffolding, Boom Truck etc.) must have prior approval and will be billed at the most current version of the EquipmentWatch Blue Book Ownership and Operating rates when applicable. A copy of the most current EquipmentWatch page that displays the equipment that was used must be submitted with the claim.

Rigging must have prior approval from the using agency and will be reimbursed as long as a paid invoice is submitted with the claim

equipment rentals will be reimbursed as long as a paid invoice is submitted with the claim.

In all cases, all equipment rentals shall be approved by a designated County representative prior to commencement of work.

On all jobs performed by the vendor, job location shall be restored to a safe and aesthetically acceptable condition prior to departure.

Vendor must be able to work at multiple sites at any given time. Proof of adequate qualified employees may be requested prior to award.

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Chief Operating Officer
TITLE

Bidders are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

1. Time sheet signed by authorized county personnel. Time sheets shall show time of arrival and time of departure. Travel time to and from place of employment or prior jobs shall not be considered in the total work time charged to the using agency and must not be submitted.

2. Details of parts used:

   Only actual system components will be billed. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim without revision or eradication. Exception: Contractor may block-out credit payment details on invoice. Compliance with the above is necessary in order to expedite the payment. Claims without the above will be returned to contractor without payment until a complete claim is submitted

Award if any will be made as a whole to the lowest responsible bidder, other services can be added to this contract with written quote and amendment.

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BIDDER

Chief Operating Officer
TITLE

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: JULY 30, 2020 AT 11 A.M.
BID NO: 92645-07300-107
REQ. NO: N/A
TITLE: HAZARDOUS MATERIALS TRANSPORT STORAGE AND DISPOSAL

ITEM #	ARTICLE	QTY	UNIT	1 AARCO ENVIRONMENTAL SERVICES CORP.	2 ACV ENVIRO	3 RADIAC RESEARCH CORP.	4 ISLAND PUMP & TANK	5 INNOVATIVE RECYCLING TECHNOLOGIES, INC.	6	7	8	9	10	11	12	DETAILS OF AWARD TO NO.	DETAILS OF AWARD AMOUNT
1	Steel USDOT 17E drum		EACH	65.00	35.00	75.00	40.00	40.00									
2	17H or equal 55 gallon drum		EACH	65.00	40.00	75.00	40.00	40.00									
3	Sorbent Pads3M brand or equivalent 3/8" X 18" X 18" (100 bale)		EACH	125.00	80.00	NC (SEE BID)	44.00	50.00									
4	Sorbent Pillows3M brand or equivalent 5" X 14" X 25" (10/bale)		EACH	60.00	70.00	NC (SEE BID)	128.00	150.00									
5	Speedy dry (50 lb. bag)		EACH	35.00	15.00	NC (SEE BID)	15.00	9.50									
6	Vermiculite (50 lb. bag)		EACH	40.00	35.00	65.00	52.00	25.00									
7	Waste flammable liquid (lab pack)		$	475.00	240.00	445.00	462.00	295.00									
8	Waste flammable liquid (bulk)		$	250.00	100.00	465.00	130.00	175.00									
9	Waste liquid (latex paintbulk)		$	145.00	100.00	465.00	151.00	175.00									
10	Waste flammable liquid (materialslabpack)		$	475.00	240.00	NC (SEE BID)	462.00	295.00									
11	Aerosols (pesticides)		$	450.00	190.00	NC (SEE BID)	372.00	375.00									
12	Aerosols (nonpesticides)		$	250.00	190.00	NC (SEE BID)	284.00	275.00									
13	Waste flammable solid		$	525.00	270.00	NC (SEE BID)	266.00	395.00									
14	Asbestos		$	175.00	100.00	285.00	238.00	205.00									
15	Propane cylinders (each)		$	45.00	415.00	NC (SEE BID)	64.00	250.00									
16	Household batteries (nonsegregated)		$	300.00	950.00	NC (SEE BID)	670.00	250.00									
17	Poison liquid		$	550.00	215.00	545.00	412.00	550.00									
18	Poison solid		$	450.00	375.00	585.00	462.00	550.00									
19	Corrosive solid		$	275.00	270.00	NC (SEE BID)	196.00	175.00									
20	Corrosive liquid (acid)		$	275.00	270.00	495.00	274.00	250.00									
21	Corrosive liquid (base)		$	275.00	270.00	495.00	228.00	225.00									
22	Oxidizer		$	750.00	630.00	NC (SEE BID)	682.00	595.00									
23	Liquid waste, PCB contaminated, 50 PPM		$	1250.00	950.00	NC (SEE BID)	746.00	995.00									
24	Disposal of empty 17H or 17E drums		$	15.00	30.00	NC (SEE BID)	10.00	30.00									
25	Lab packing cost per drum for packing & labeling		$	50.00	150.00	175.00	150.00	50.00									
26	Cost to sample & classify hazardous material prior to removal		$	500.00	1500.00	125.00	710.00	650.00									
27	Removal of spent chlorinated solvents 1x 55 gallon drum		$	325.00	350.00	NC (SEE BID)	399.00	350.00									
28	Removal of fluorescent light bulbs/4 foot box		$	50.00	50.00	125.00	76.50	55.00									
29	Removal of fluorescent light bulbs/8 foot box		$	85.00	55.00	225.00	76.50	95.00									
30	Waste flammable liquid 16 Gal Drum		$	350.00	190.00	395.00	274.00	195.00									
31	Waste flammable liquid 5 Gal Drum		$	275.00	140.00	295.00	297.00	105.00									
32	Waste flammable liquid		$	165.00	120.00	245.00	171.00	105.00									
33	LCRR Lab pack reactives for incineration		$	275.00	6.00	NC (SEE BID)	219.00	350.00									
34	Minimum charge (if applicable, in conjunction with line item 33)		$	NB	120.00	NC (SEE BID)	219.00	750.00									
35	PCB Ballasts per drum, CHBL PCB Ballasts or Capacitors for landfill		$	250.00	120.00	NC (SEE BID)	342.00	350.00									
36	Ulube compact bulbs (T8 & T12)		$	0.95	1.00	4.00	79.00	0.72									
37	High pressure sodium low mercury (1 ft. > size)		$	0.65	1.00	7.00	76.50	1.50									
38	Small metal Halide bulbs		$	0.65	0.50	7.00	76.50	1.50									
38a	Small HID bulbs		$	1.65	0.50	4.00	76.50	1.50									
39	Mercury vapor bulbs (various sizes)		$	1.65	1.00	4.00	76.50	1.50									
39a	Metal Halides (400W & 1000W)		$	1.65	1.00	7.00	76.50	1.50									

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: JULY 30, 2020 AT 11 A.M.
BID NO: 92645-07300-107
REQ. NO: N/A
TITLE: HAZARDOUS MATERIALS TRANSPORT STORAGE AND DISPOSAL

ITEM #	ARTICLE	QTY	UNIT	1 AARCO ENVIRONMENTAL SERVICES CORP.	2 ACV ENVIRO	3 RADIAC RESEARCH CORP.	4 ISLAND PUMP & TANK	5 INNOVATIVE RECYCLING TECHNOLOGIES, INC.	6	7	8	9	10	11	12	DETAILS OF AWARD TO NO.	DETAILS OF AWARD AMOUNT
39b	Multi/Vapor bulbs		$	0.65	1.00	NC (SEE BID)	76.50	1.50									
40	Compact fluorescent (spiral, egg, looped, pin based)		$	0.95	0.50	3.00	76.50	0.75									
41	16 gallon drum		$	50.00	35.00	40.00	36.00	35.00									
42	30 gallon drum		$	55.00	45.00	65.00	17.25	40.00									
43	55 gallon drum		$	65.00	55.00	75.00	40.00	40.00									
43A	DOT rate 4 ft. tube		$	20.00	62.50	60.00	8.50	0 (SEE BID)									
44	Pallet/Shrink Wrap		$	10.00	4500 (SEE BID)	NC (SEE BID)	28.00	0 (SEE BID)									
45	Repackaging fee per drum (if applicable)		$	50.00	200.00	NC (SEE BID)	145.00	50.00									
46	Transportation pickup (if applicable)		$	395.00	450.00	695.00	350.00	200.00									
	Subcontracting Markup		%	0.05%	8%	10%	10%	5%									
	Rigging Cost Plus		%	15%	10%	10%	10%	10%									
PRPARED BY			TERMS	1%	NET	NET	2%	1%	NET	NET	NET	NET	NET	NET	NET		

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

Date 7/30/20. Vaughn Banks

PUBLIC BID OFFICER

FORMAL BID RECOMMENDATION

BID NUMBER 92645-07300-107 OPEN July 30, 2020
TITLE: Hazardous Materials Transport Storage and Disposal
DATE: June 24, 2022
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: June 24, 2022
To: Supervisor From: Buyer Timothy Funaro

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

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 6/27/22

To: Buyer From: Director

☒ Approved for Award
Approved for No Award

☐ Hold award pending discussion

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

_____
Director

Item	Bid Results Bidder
	Recommend an award be given to AARCO
	Environmental Services Corp. as the lowest
	responsible bidder meeting specifications and
	Bid terms
	The apparent low bidder ACV Environmental
	Services have been found nonresponsive due
	to the multiple failures to the disclose adverse
	Information.

Funaro, Timothy G

From: Cleary, Robert
Sent: Friday, June 24, 2022 2:59 PM
To: Leimone, Christopher; Colasurdo, Claudia
Cc: Funaro, Timothy G; Houdek, Jane M
Subject: RE: ACV / AARCO

Chris/Claudia,

I just spoke with Jane. She agrees this is the best approach to resolving this.

Tim—please advise ACV that they've been found nonresponsive due to the multiple failures to disclose adverse information, and then work with AARCO to update their forms and move the package. Hopefully we can get this filed by 7/11 for the next Rules meeting.

Thanks,

Robert

From: Cleary, Robert
Sent: Friday, June 24, 2022 12:07 PM
To: Jane M Houdek (jhoudek@nassaucountyny.gov) <jhoudek@nassaucountyny.gov>
Cc: Leimone, Christopher <cleimone@nassaucountyny.gov>; Colasurdo, Claudia <ccolasurdo@nassaucountyny.gov>; Funaro, Timothy G <tfunaro@nassaucountyny.gov>
Subject: ACV / AARCO

Jane,

The next low bidder on Purchasing's hazardous materials bid is AARCO Environmental Services. The vendor has agreed to hold its prices. Attached is AARCO's bid, the bid comparison, and bid tab. AARCO is in PASSPort and has no cautions. They also are in the Vendor Portal, but the forms must be updated.

Please review and advise if you think at this point it's appropriate to bypass ACV as nonresponsive and begin the award process to AARCO.

Thank you,

Robert

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

Funaro, Timothy G

From: Cleary, Robert
Sent: Friday, June 24, 2022 2:59 PM
To: Leimone, Christopher; Colasurdo, Claudia
Cc: Funaro, Timothy G; Houdek, Jane M
Subject: RE: ACV / AARCO

Chris/Claudia,

I just spoke with Jane. She agrees this is the best approach to resolving this.

Tim—please advise ACV that they've been found nonresponsive due to the multiple failures to disclose adverse information, and then work with AARCO to update their forms and move the package. Hopefully we can get this filed by 7/11 for the next Rules meeting.

Thanks,

Robert

From: Cleary, Robert
Sent: Friday, June 24, 2022 12:07 PM
To: Jane M Houdek (jhoudek@nassaucountyny.gov) <jhoudek@nassaucountyny.gov>
Cc: Leimone, Christopher <cleimone@nassaucountyny.gov>; Colasurdo, Claudia <ccolasurdo@nassaucountyny.gov>; Funaro, Timothy G <tfunaro@nassaucountyny.gov>
Subject: ACV / AARCO

Jane,

The next low bidder on Purchasing's hazardous materials bid is AARCO Environmental Services. The vendor has agreed to hold its prices. Attached is AARCO's bid, the bid comparison, and bid tab. AARCO is in PASSPort and has no cautions. They also are in the Vendor Portal, but the forms must be updated.

Please review and advise if you think at this point it's appropriate to bypass ACV as nonresponsive and begin the award process to AARCO.

Thank you,

Robert

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

Funaro, Timothy G

From: Steve Plofker <Stevep@AARCOCORP.COM>
Sent: Friday, June 24, 2022 11:42 AM
To: Funaro, Timothy G
Cc: Sean Tuthill
Subject: RE: formal sealed bid

Tim,

Just reviewed it. AARCO will honor those numbers. I am copying Sean on this email. Please forward all future correspondence to both of us.

Steve Plofker
Chief Operating Officer

AARCO Environmental Services Corp.

GSA Contract Holder

50 Gear Avenue
Lindenhurst, NY 11757
Tel (631) 586-5900
Fax (631) 586-5910
Cell (631) 236-8239
www.aarcoenvironmental.com

From: Funaro, Timothy G <tfunaro@nassaucountyny.gov>
Sent: Friday, June 24, 2022 11:16 AM
To: Steve Plofker <Stevep@AARCOCORP.COM>
Subject: formal sealed bid

Steven,

This is in regard to formal sealed bid 92645-07300-107 Titled: Hazardous Materials Transport Storage and Disposal this formal bid opened on July 30, 2020. The County is now ready to go ahead and make an award are you able to honor your bid prices that were stated on the bid. Please let me know.

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

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

FORMAL BID RECOMMENDATION

BID NUMBER 92645-07300-107 OPEN July 30, 2020
TITLE: Hazardous Materials Transport Storage and Disposal
DATE: October 08,2020
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: October 08, 2020
To: Supervisor From: Buyer Timothy Funaro

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

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 10/9/20

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

_____ Director

Items	Bid Results Bidder
	Recommend an award be given to ACV Environmental Services as the lowest responsible bidder meeting specifications and bid term.
	See Attached

The evaluation for this formal sealed bid was based on invoices received from the department of Public Works. There were 142 pickups for poison solid, 12 pickups for poison liquid, 20 charges for 55 gal containers 2 charges for absorbent material 17 charges for labor packing and 1 charge for transportation. Base of these pickups and charges the following chart was created.

	Radiac Research	Island Pump	Innovative	ACV Environmental	AARCO
	142 x $585.00 = $83,070.00	142 x $462.00 = $65,604.00	142 x $550.00 = $78,100	142 x $375.00 = $53,250.00	142 x$450.00 = $63,900.00
	12 x $545.00 = $6,540.00	12 x $412.00 = $4944.00	12 x $550.00 = $6,600.00	12 x $215.00 = $2580.00	12 x $550.00 = $6600.00
	2 x $65.00 = $130.00	2 x $52.00 = $104.00	2 x $25.00 = $50.00	2 x 35.00 = $70.00	2 x $40.00 = $80.00
	1 @ $695.00	1 @ $350.00	1 @ $200.00	1 @ $450.00	1 @ $395.00
	17 x 0 = $0.00	17 X $145.00 =$2465 .00	17 x $50.00 = $850.00	17 x $200.00 = 3400.00	17 x $50.00 = $850.00
Total	**$90,435.00**	**$73,467.00**	**$85,800.00**	**$59,750.00**	**$71,825.00**

Accordingly the award was given to ACV Environmental Services Inc.

radiac

Radiac Research Corporation
261 Kent Avenue
Brooklyn, NY 11249
Voice: 718-963-2233
Fax: 718-388-5107

PoPK19000315
PoPK19000360

INVOICE

Invoice Number: 63098-A
Invoice Date: Sep 4, 2019
Page: 1

Bill To:
Nassau County Dept of Recreation
Accounts Office Adm Bldg
Whse A Eisenhower Park
E Meadow, NY 11554

Ship to:
Nassau County Dept of Recreation
Accounts Office Adm Bldg
Whse A Eisenhower Park
E Meadow, NY 11554

Customer ID	Customer PO	Payment Terms	
02384		Net Due	
Sales Rep ID	Shipping Method	Service Date	Due Date
	RADIAC		9/4/19

Quantity	Description	Unit Price	Amount
	Phase I Removal & Disposal of Approved Waste		
21.00	55 Gallon Poison solid line #18 (7 supersacks included for disposal)	496.5000	10,426.50
12.00	55 Gallon Poison solid line #18	496.5000	5,958.00
2.00	Transportation item #46	495.0000	990.00
	Phase II Removal & Disposal of Offspec Waste		
94.00	Disposal of 55 gallon Poison Solids item#18 (11 supersacks included for disposal)	496.5000	46,671.00
2.00	Transportation pickup item# 46	495.0000	990.00
1.00	Equipment Rental which includes Vactor & Operator, Haz Waste permitted rolloffs, Spot/Pull, Samplings/ Analysis, profile and Approvals	12,239.5000	12,239.50

Subtotal	77,275.00
Sales Tax	
Total Invoice Amount	77,275.00
Payment/Credit Applied	
TOTAL	77,275.00

Direct inquiries to Josephine Torriero
Phone: (718) 963-2233 x202
Email: jtorriero@radiaceny.com

Check/Credit Memo No:

1.5 % Per Month Finance Charge

radiac

Radiac Research Corporation
261 Kent Avenue
Brooklyn, NY 11249
Voice: 718-963-2233
Fax: 718-388-5107

INVOICE

Invoice Number: 62939
Invoice Date: Jun 6, 2019
Page: 1

Bill To:	Ship to:
Nassau County Dept of Recreation Accounts Office Adm Bldg Whse A Eisenhower Park E Meadow, NY 11554	Nassau County Dept of Recreation Accounts Office Adm Bldg Whse A Eisenhower Park E Meadow, NY 11554 1010

Customer ID	Customer PO	Payment Terms	
02384		Net Due	
Sales Rep ID	**Shipping Method**	**Service Date**	**Due Date**
JOHN TEKIN JR.	RADIAC	6/6/19	6/6/19

Quantity	Description	Unit Price	Amount
2.00	55 GAL POISON LIQUIDS - ITEM 17	498.7000	997.40
5.00	55 GAL POISON SOLIDS - ITEM 18	496.5000	2,482.50
2.00	ABSORBENT MATERIAL VERMICULITE #6	56.9500	113.90
17.00	LAB PACKING COST ITEM 25	149.8000	2,546.60
10.00	55 GAL POISON LIQUID ITEM 17 - 500 GALLONS OF LIQUIDS TRANSFERRED FROM TANK	498.5000 5/6 .70	4,985.00
10.00	55 GAL POISON SOLIDS ITEM 18 (500 GALLON TANK FOR DECON/DISPOSAL)	496.5000	4,965.00
20.00	55 GALLON CONTAINERS ITEM ~~42~~ 46	65.3000	1,306.00
1.00	TRANSPORTATION ITEM ~~45~~ 50	495.0000	495.00

OK TO PAY
[illegible]

Direct Inquiries to Josephine Torriero
Phone: (718) 963-2233 x202
Email: jtorriero@radiacenv.com

Check/Credit Memo No:

Subtotal	17,891.40
Sales Tax	
Total Invoice Amount	17,891.40
Payment/Credit Applied	
TOTAL	**17,891.40**

1.5 % Per Month Finance Charge

Informal Bid Title:

bid #'s

% and $ amount of difference plus or minus over
Pre-Encumbrance #VALUE! #VALUE!

Comparison OF Bids

Recommended Vendor N/A
Requisition # N/A
Pre-Encumbrance: N/A
Buyer Timothy Funaro
Purchase Order #

		Vendors										
		Radiac Resarch		Island Pump		Innovative Recycling		ACV Environmental		AARCO		
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	1	75.00	75.00	40.00	40.00	40.00	40.00	35.00	35.00	65.00	65.00	35.00
2	1	75.00	75.00	40.00	40.00	40.00	40.00	40.00	40.00	65.00	65.00	40.00
3	1	0.00	0.00	44.00	44.00	50.00	50.00	80.00	80.00	125.00	125.00	0.00
4	1	0.00	0.00	128.00	128.00	150.00	150.00	70.00	70.00	60.00	60.00	0.00
5	1	0.00	0.00	15.00	15.00	9.50	9.50	15.00	15.00	35.00	35.00	0.00
6	1	65.00	65.00	52.00	462.00	25.00	25.00	35.00	35.00	40.00	40.00	25.00
7	1	445.00	445.00	462.00	130.00	295.00	295.00	240.00	240.00	475.00	475.00	130.00
8	1	465.00	465.00	130.00	151.00	175.00	175.00	100.00	100.00	250.00	250.00	100.00
9	1	465.00	465.00	151.00	151.00	175.00	175.00	100.00	100.00	145.00	145.00	100.00
10	1	0.00	0.00	462.00	462.00	295.00	295.00	240.00	240.00	475.00	475.00	0.00
11	1	0.00	0.00	372.00	372.00	375.00	375.00	190.00	190.00	450.00	450.00	0.00
12	1	0.00	0.00	284.00	284.00	275.00	275.00	190.00	190.00	250.00	250.00	0.00
13	1	0.00	0.00	266.00	266.00	395.00	395.00	270.00	270.00	525.00	525.00	0.00
14	1	285.00	285.00	238.00	238.00	205.00	205.00	100.00	100.00	175.00	175.00	100.00
15	1	0.00	0.00	64.00	64.00	250.00	250.00	415.00	415.00	45.00	45.00	0.00
16	1	0.00	0.00	670.00	670.00	250.00	250.00	950.00	950.00	300.00	300.00	0.00
17	1	545.00	545.00	412.00	412.00	550.00	550.00	215.00	215.00	550.00	550.00	215.00
18	1	585.00	585.00	462.00	462.00	550.00	550.00	375.00	375.00	450.00	450.00	375.00
19	1	0.00	0.00	196.00	196.00	175.00	175.00	270.00	270.00	275.00	275.00	0.00
20	1	495.00	495.00	274.00	274.00	250.00	250.00	270.00	270.00	275.00	275.00	250.00
21	1	495.00	495.00	228.00	228.00	225.00	225.00	270.00	270.00	275.00	275.00	225.00
22	1	0.00	0.00	682.00	682.00	595.00	595.00	630.00	630.00	750.00	750.00	0.00
23	1	0.00	0.00	746.00	746.00	995.00	995.00	950.00	950.00	1250.00	1250.00	0.00
24	1	0.00	0.00	10.00	10.00	30.00	30.00	30.00	30.00	15.00	15.00	0.00
25	1	175.00	175.00	150.00	150.00	50.00	50.00	150.00	150.00	50.00	50.00	50.00
26	1	125.00	125.00	710.00	710.00	650.00	650.00	1500.00	1500.00	500.00	500.00	125.00
27	1	0.00	0.00	399.00	399.00	350.00	350.00	350.00	350.00	325.00	325.00	0.00
28	1	125.00	125.00	76.50	76.50	55.00	55.00	50.00	50.00	50.00	50.00	50.00
29	1	225.00	225.00	76.50	76.50	95.00	95.00	55.00	55.00	85.00	85.00	55.00
30	1	395.00	395.00	274.00	274.00	195.00	195.00	190.00	190.00	350.00	350.00	190.00
31	1	295.00	295.00	297.00	297.00	105.00	105.00	140.00	140.00	275.00	275.00	105.00
32	1	245.00	245.00	171.00	171.00	105.00	105.00	120.00	120.00	165.00	165.00	105.00
33	1	0.00	0.00	219.00	219.00	350.00	350.00	6.00	6.00	275.00	275.00	0.00
34	1	0.00	0.00	219.00	219.00	750.00	750.00	120.00	120.00	0.00	0.00	0.00
35	1	0.00	0.00	342.00	342.00	350.00	350.00	120.00	120.00	250.00	250.00	0.00
36	1	4.00	4.00	79.00	79.00	0.72	0.72	1.00	1.00	0.95	0.95	0.72
37	1	7.00	7.00	76.50	76.50	1.50	1.50	1.00	1.00	0.65	0.65	0.65
38	1	7.00	7.00	76.50	76.50	1.50	1.50	0.50	0.50	0.65	0.65	0.50
38A	1	4.00	4.00	76.50	76.50	1.50	1.50	0.50	0.50	1.65	1.65	0.50
39	1	4.00	4.00	76.50	76.50	1.50	1.50	1.00	1.00	1.65	1.65	1.00
39A	1	7.00	7.00	76.50	76.50	1.50	1.50	1.00	1.00	1.65	1.65	1.00
39B	1	0.00	0.00	76.50	76.50	1.50	1.50	1.00	1.00	0.65	0.65	0.00
40	1	3.50	3.50	76.50	76.50	0.75	0.75	0.50	0.50	0.95	0.95	0.50
41	1	40.00	40.00	36.00	36.00	35.00	35.00	35.00	35.00	50.00	50.00	35.00
42	1	65.00	65.00	17.25	17.25	40.00	40.00	45.00	45.00	55.00	55.00	17.25
43	1	75.00	75.00	40.00	40.00	40.00	40.00	55.00	55.00	65.00	65.00	40.00
43A	1	60.00	60.00	8.50	8.50	0.00	0.00	62.50	62.50	20.00	20.00	0.00
44	1	0.00	0.00	28.00	28.00	0.00	0.00	4500.00	4500.00	10.00	10.00	0.00
45	1	0.00	0.00	145.00	145.00	50.00	50.00	200.00	200.00	50.00	50.00	0.00
46	1	695.00	695.00	350.00	350.00	200.00	200.00	450.00	450.00	395.00	395.00	200.00
48	1	10.00	10.00	10.00	10.00	5.00	5.00	8.00	8.00	5.00	5.00	5.00
49	1	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	15.00	15.00	10.00
50	0	0.00	0.00									0.00
52	0	0.00	0.00									0.00
53	0	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00			0.00
sum	0		6571.50		10720.25		9819.97		14253.00		10318.80	6571.50
ship	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Total	6571.50	Total	10720.25	Total	9819.97		14253.00	Total	10318.80	6571.50
Delivery		3 Days		15 days		7 days		30 days		5 Days		
Terms		Net 30		2/20/n30		1/20/n30		Net 30		1/20/n30		
F.O.B.		Dest.		Dest.		Dest.		Dest.		Dest.		
Vin		112203365		112564960		113105454		112710601		810551121		26265.00
Tel No.		917-939-3300		631-462-2226		631-225-3044		908-355-5800		631-586-5900		
Verbal		John V. Tekin Jr.		Frank DiAndrea		Virgina A. Ewen		Ken Wunderlich		Steven Plofker		
Date		07/30/2020 sealed bid		07/30/2020 sealed bid		07/30/2020 sealed bid		07/30/2020 sealed bid		07/30/2020 sealed bid		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/29/2022

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
One Jericho Plaza Suite 200
Jericho NY 11753

CONTACT NAME: Diana Bertoni
PHONE (A/C, No, Ext): 516-622-2432 FAX (A/C, No): 516-622-2632
E-MAIL ADDRESS: diana_bertoni@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Divide Insurance Company	25224
INSURER B : Key Risk Insurance Company	10885
INSURER C : Travelers Property Casualty Co of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED AARCENV-01
AARCO Environmental Services Corp.
50 Gear Avenue
Lindenhurst, NY 11757

COVERAGES **CERTIFICATE NUMBER:** 1583539381 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		ECP2019088-15	10/13/2021	10/13/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU Cover Includ						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAP2019087-15	10/13/2021	10/13/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			FFX2019090-15	10/13/2021	10/13/2022	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WCA2019630 - 15	10/13/2021	10/13/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Contractors Pollution Liab			ECP2019088-15	10/13/2021	10/13/2022	Each Occurrence/Agg	$1,000,000
A	Professional Liability			ECP2019088-15	10/13/2021	10/13/2022	Each Claim	$1,000,000
C	Property/Leased Rented Equip			QT 660 9K946430 TIL 21	10/13/2021	10/13/2022	Per Occurrence/Deduct	$150,000/$1,000

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

Blanket Additional Insured for General Liability/Pollution Liability provided by endorsement #ECP1246 0121 and #ECP1248 0121 (includes Primary, Non-Contributory wording.). Umbrella policy is excess all primary coverages including General Liability, Pollution Liability, Professional Liability, Automobile Liability and Employers Liability.

County of Nassau, NY is an Additional Insured as respects to General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

Nassau County
1 West Street
Mineola NY 11510

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.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2019088-15	10/13/2021	10/13/2022	10/13/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

   Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

   Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional **insured** described in Paragraph **1.** or **2.** above.

   However, the insurance afforded to such additional **insured** described above:

   a. Only applies to the extent permitted by law; and
   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
   c. Will not extend beyond that which is provided to you in this policy.

   A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury, property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

b. **Bodily injury** or **property damage** occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured**(s) at the location of the **covered operations** has been completed; or

(2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

   An additional **insured** must see to it that:

   a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit;**
   b. We receive written notice of a **claim** or **suit** as soon as practicable; and
   c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2019088-15	10/13/2021	10/13/2022	10/13/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

   Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

   Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** directly caused by **your work** performed for the additional **insured** described in Paragraph **1.** or **2.** above, and included in the **products-completed operations hazard**.

   However, the insurance afforded to such additional **insured** described above:

   a. Only applies to the extent permitted by law; and
   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
   c. Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI –**

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. **Duties -- Additional Insured**

   An additional **insured** must see to it that:

   a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit;**
   b. We receive written notice of a **claim** or **suit** as soon as practicable; and
   c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

POLICY CHANGES

POLICY CHANGE NUMBER:

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
ECP2019088-15	10/13/2021	Great Divide Insurance Company
NAMED INSURED AARCO Environmental Services Corp. 50 Gear Ave Lindenhurst, NY 11757		**AUTHORIZED REPRESENTATIVE**
COVERAGE PARTS AFFECTED: Environmental Combined Policy		

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph **12. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION V – POLICY CONDITIONS:**

We waive any right of recovery against any person or organization, because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, **COVERAGE C – MEDICAL PAYMENTS** and **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, to whom the insured has waived its right of recovery in a written contract or written agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON / ORGANIZATION – NOTICE OF CANCELLATION – PROVIDED BY US

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2019088-15	10/13/2021	10/13/2022	10/13/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

The following is added to **Section V – POLICY CONDITIONS, 2. Cancellation:**

SCHEDULE

Number of Days Advance Notice Of Cancellation:	Thirty **(30)** Days

Designated Person or Organization:	Any person or organization with whom you have agreed in a written contract or written agreement that advance Notice Of Cancellation will be provided.

This advance Notice Of Cancellation can only be provided to the designated person(s) or organization(s) shown in the Schedule if the following Conditions are satisfied:

1. You send us a written request to provide such Notice, including the name(s) and correct and complete physical mailing address(es) of each person and organization immediately following the first Named Insured's receipt of a Notice Of Cancellation By Us; and
2. We receive such written request no less than fourteen **(14)** days before the beginning of the applicable Number of Days Advance Notice Of Cancellation shown in the Schedule.

If we cancel this policy for any statutorily permitted reason other than nonpayment of the premium, we will mail advance Notice Of Cancellation to the designated person(s) or organization(s) described in the Schedule, upon receipt of your written request, in accordance with Condition **1.** above. We will mail such advance Notice to the address(es) provided, at minimum, the number of days indicated in the Schedule, before the effective date of cancellation.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Named Insured: AARCO Environmental Services Corp.
Endorsement Effective Date: 10/13/2021

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by wriiten contract agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	AARCO Environmental Services Corp.
Endorsement Effective Date:	10/13/21

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization as required in writing by contract or agreement prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

USDOT Number:_____ Date Received:_____

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to AARCO Environmental Services Corp **of** New York
(Motor Carrier name) *(Motor Carrier state or province)*

Dated at 12:00 noon **on this** 13th **day of** October, 2021

Amending Policy Number: BAP2019087-15 **Effective Date:** 10/13/2021

Name of Insurance Company: Key Risk Insurance Company

Countersigned by: Chris DeLauder
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown *(check only one)*:

- (●) *This insurance is primary and the company shall not be liable for amounts in excess of $* 1,000,000.00 *for each accident.*
- ( ) *This insurance is excess and the company shall not be liable for amounts in excess of $* _____ *for each accident in excess of the underlying limit of $* _____ *for each accident.*

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 201-748-3043.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at http://www.fmcsa.dot.gov/urs.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

WCA2019630-15

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required in writing by contract or agreement prior to loss.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Where required by written contract between the Named Insured and an Additional Insured.

Paragraph **8.** Of **Section III – Conditions** is deleted and replaced by the following:

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:

(1) This condition will not apply to other insurance specifically written as excess over this Coverage Form.

(2) The insurance provided under this Coverage Form will not seek contribution from any other insurance available to an additional insured, provided that:

(a) The additional insured is a Named Insured under such insurance;

(b) The additional insured is shown in the Schedule; and

(c) You have agreed in writing in a contract or agreement that this insurance would not seek contribution from any other insurance available to the additional insured.

When this insurance is excess, if no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the **ultimate net loss** that exceeds:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Form; plus

(2) The total of all deductible and self-insured amounts under all that other insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.