

Contract ID#: CQEL16000001Department: Board of Elections**E-50-16****Contract Details**SERVICE Trucking Voting MachinesNIFS ID #: CQEL16000001 NIFS Entry Date: 1/12/16 Term: from 01/01/16 to 12/31/16

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor	
Name NUZZI BROS. MOVING SERVICES, INC.	Vendor ID# 11-3545043
Address [REDACTED]	Contact Person DOMINIC NUZZI
	Phone [REDACTED]

County Department
Department Contact SONIA GUTIERREZ
Address 240 OLD COUNTRY ROAD, 5TH FLOOR MINEOLA, NY 11501
Phone 571-1896

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	1/11/16 1/11/16	[Signature]	
	OMB	NIFS Approval (Contractor Registered)	1/14/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/26/16	County Attorney	CA RE & Insurance Verification	1/26/16	[Signature]	
1/26/16	County Attorney	CA Approval as to form	1/27/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	1/29/16	[Signature]	
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval			
2/5/16	County Executive	Notarization Filed with Clerk of the Leg.	2/5/16	[Signature]	



Contract Summary

Description:
Purpose: TRUCKING VOTING MACHINES (AUTOMARKS AND OTHER ELECTION SUPPLIES) FOR SPECIAL, PRIMARY AND GENERAL ELECTIONS.
Method of Procurement: BID CONTRACT
Procurement History: FORMAL SEALED BID
Description of General Provisions: DELIVERY AND RETURN OF VOTING MACHINES (AUTOMARKS AND OTHER ELECTION SUPPLIES)
Impact on Funding / Price Analysis: GEN EL 2000 TO PAY FOR SPECIAL AND GENERAL ELECTIONS GEN EL 3000 TO PAY FOR PRIMARY ELECTIONS
Change in Contract from Prior Procurement:
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	30
Resp:	3000
Object:	DE 500
Transaction:	\$21,084

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$21,084.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$21,084.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ELGEN3000 DE500	\$21,084.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$21,084.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: SONIA GUTIERREZDate: 1/11/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name	Name	Date: <u>1/8/16</u>
Date	Date	(For Office Use Only)
		E #:

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: NUZZI BROS. MOVING SERVICES, INC.

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID #: 11-3545043

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☒ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in NEWSDAY [newspaper] on September 21, 2015 [date]. The sealed bids were publicly opened on October 6, 2015 [date]. Three (3) [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.**

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Rep Mem
COMMISSIONERS OF ELECTIONS
Department Head Signature

Dem Mem
1-21-2016
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 09/15
3

THIS DOCUMENT HAS A WATERMARK AND MICROPRINT SIGNATURE LINES. ABSENCE OF THESE FEATURES WILL INDICATE A COUNTERFEIT.

Valley National Bank
1460 Valley Road, Wayne, NJ 07470

CASHIER'S CHECK

55-138 212 961834

DATE 12/28/2015

PAY TO THE ORDER OF NASSAU COUNTY

\$ 10,000.00

MEMO: DOMINIC NUZZI

COUNTER SIGNATURE REQUIRED IF DRAWN FOR MORE THAN \$2,500.00

[Signature] 800133 A
Authorized Signature

[Signature] 800119 A
Authorized Signature

⑈0961834⑈ ⑆021201383⑆ 00001297490⑈

COUNTY OF NASSAU

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

1. Name of the Entity: NUZZI Bros Moving Service Inc
Address: [REDACTED]
City, State and Zip Code: [REDACTED]
2. Entity's Vendor Identification Number: 11-3546043
3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (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):

Dominic Nuzzi
Michelle Nuzzi
Michael Nuzzi

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.

Dominic Nuzzi
Michelle Nuzzi

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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.

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

None

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

N/A

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

N/A

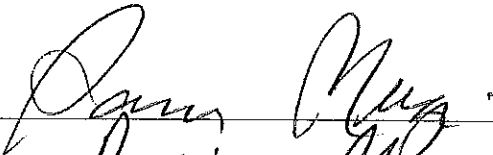
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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.

Dated:

1/04/16

Signed:



Print Name:

DOMINIC MOZZIO

Title:

PHOTO

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.



Nassau County Interim Finance Authority

Contract Approval Request Form

1. Vendor: NUZZI BROS. MOVING SERVICES, INC

2. Dollar amount requiring NIFA approval: \$293,904.00
(for life of contract)

Amount to be encumbered: \$ \$122,460.00
(2016 elections)

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 1/1/16 through 12/31/16
opt to renew for 2
additional 1 year term

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

<input checked="" type="checkbox"/> General Fund (GEN)	<input type="checkbox"/> Capital Improvement Fund (CAP)
<input type="checkbox"/> Police District Fund (PDD)	<input type="checkbox"/> Red Light Camera Fund (RLC)
<input type="checkbox"/> Police Headquarters Fund (PDH)	<input type="checkbox"/> Public Utility Authority (PUA)
<input type="checkbox"/> Fire Commission Fund (FCF)	<input type="checkbox"/> Grant Fund (GRT)
<input type="checkbox"/> Sewer & Storm Water Fund (SSW)	
	Federal % _____
	State % _____
	County % _____

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Per election law Dept is responsible for delivery and return of voting machines to polling places. County does not have sufficient vehicles to provide this service. Contractor submitted lowest bid for routes assigned.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☒ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☒ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

none

NOTE:

At a minimum, all submissions must include current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein. NIFA reserves the right to request additional information as needed.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature _____ REP MEM _____ DEM MEM _____
Title Commissioners of Elections Date

Print Name

Louis G. Savinetti, Republican Commissioner / David J. Gugerty, Democratic Commissioner

Louis G. Savinetti *David J. Gugerty* *1/25/16*

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Furthermore, I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project, I certify that the bonding for this contract has been approved by NIFA.

Signature _____ Title _____ Date _____

Print Name _____

NIFA

Amount being approved by NIFA: _____

Signature _____ Title _____ Date _____

Print Name _____

All contract submissions MUST include the County's own routing slip.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY BOARD OF ELECTIONS AND NUZZI BROS. MOVING SERVICE, INC.

WHEREAS, the County has negotiated a personal services agreement with Nuzzi Bros. Moving Service, Inc. for delivery and return of voting machines and related supplies and equipment for special primary and general elections, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Nuzzi Bros. Moving Service, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated on the 30th day of December, 2015 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County BOARD OF ELECTIONS, having its principal office at 240 Old Country Road, 5th Floor, Mineola, New York 11501-4800 (the "Department"), and (ii) **Nuzzi Bros. Moving Service Inc.** a New York State corporation, having its principal office at [REDACTED] the "Contractor").

WITNESSETH:

WHEREAS, pursuant to the Election Law, the Department is responsible for the delivery of Scanners (DS200), Automark Devices and other equipment to the designated polling places for such elections as General elections, Primary elections and any Special elections ordered by the Courts;

WHEREAS, Department and County do not have sufficient trucks and other vehicles to provide for the delivery of Scanners (DS200), Automark Devices and other equipment to the designated polling places;

WHEREAS, County, pursuant to General Municipal Law, Section 103, and the Election Law, has under Nassau County Bid No. Board of Elections 1-2016 solicited bids from firms engaged in the business of operating trucking services;

WHEREAS, Contractor has submitted the lowest qualified bid for the route or routes hereinafter assigned to it and has been found eminently qualified to perform the services required;

WHEREAS, the above bid provided for a one year term with an option to renew for two additional one year terms;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, with the option to renew for two (2) additional one (1) year periods to be exercised by the Agency Commissioners, subject to the availability of funds under the annual appropriation ordinance. Said term is in compliance with the terms of the previously accepted bid document. (See Formal Sealed Bid page 9, PERIOD COVERED.)

2. Services. The services ("Services") to be provided by the Contractor under this Agreement shall consist of the transportation of Scanners (DS200), Automark Devices and other equipment by truck to various locations as follows:

- i. Contractor accepts and agrees to provide delivery and return services for routes for which it has submitted the lowest qualified, responsible bid pursuant to Nassau County Bid No. Board of Elections 1-2016, said route being fully described in Exhibit "A" annexed hereto.
- ii. Contractor shall deliver to and return from General, Primary, any Special elections, or any elections ordered by the courts, all Scanners (DS200), Automark Devices and other equipment that fall within Contractor's prescribed routes.
- iii. Contractor shall have access to Department's warehouse Monday through Friday 7:00 A.M. to 5:00 P.M., for the pick-ups and 7:00 A.M. to 9:00 P.M. for returns, excluding all legal holidays, of Scanners (DS200), Automark Devices and other equipment and for the return of same.

- iv. Contractor shall return all voting machines and other equipment to Department's warehouse not later than three (3) working days after the election, commencing not earlier than 7 A.M. and not later than 9 P.M. of the first day after the election, in the order of its choice of polling place, unless specific priorities are dictated by Department.
- v. Contractor shall make all arrangements with polling places regarding the deliveries and returns of Scanners (DS200), Automark Devices and equipment. Contractor shall inventory all equipment delivered to polling places evidenced in writing signed by an authorized representative of the polling place at the time of delivery and pick up. Contractor shall ensure return of all equipment by reconciling the inventory of the equipment with the number of items received at pick up. Contractor acknowledges financial responsibility for any equipment not returned to the County within the above referenced time frame and shall incur an expense equal to the fair market value for each item not returned.

3. Vehicle Requirements and Specifications. Contractor shall only use vehicles that conform to the following specifications:

- i. Vehicles shall be permanently closed against the weather. No canvas tops or other type or removable covering shall be used.
- ii. Vehicles shall have a Gross Vehicle Weight (G.V.W.) in excess of their unloaded weight plus the weight of their maximum capacities in Scanners (DS200), Automark Devices and equipment.
- iii. Vehicles shall be equipped with moveable, mechanical tailgates and ramps (for lowering Scanners (DS200), Auto mark Devices and other equipment to street level and raising to re-load) plus equipment to chock, strap or otherwise secure Scanners (DS200), Automark Devices in transit.
- iv. Vehicles shall have beds within twelve (12) inches in height of Department's loading dock, which is forty-eight (48) inches from ground level.

4. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor, as full consideration for all of the Contractor's Services under this Agreement, including funding during the renewal periods if exercised, shall not exceed two hundred ninety three thousand nine hundred and four dollars (\$293,904.00) ("Maximum Amount") payable as follows:

Route 7

- 1) \$ 40.00 for delivery and return cost per scanner (DS-200)
- 2) \$ 50.00 for delivery and return cost per automark (BDM)
- 3) \$ 9.00 for delivery and return cost per table
- 4) \$ 5.00 for delivery and return cost per chair
- 5) \$ 13.00 for delivery and return cost per privacy booth
- 6) \$ 37.00 cost per man-hour overtime Monday through Friday
- 7) \$ 37.00 cost per man-hour overtime Saturday, Sunday, Holidays

Route 8

- 1) \$ 42.00 for delivery and return cost per scanner (DS-200)
- 2) \$ 50.00 for delivery and return cost per automark (BDM)
- 3) \$ 9.00 for delivery and return cost per table
- 4) \$ 5.00 for delivery and return cost per chair
- 5) \$ 13.00 for delivery and return cost per privacy booth
- 6) \$ 37.00 cost per man-hour overtime Monday through Friday
- 7) \$ 37.00 cost per man-hour overtime Saturday, Sunday, Holidays

and payable in accordance with the pricing structure set forth as follows:

Contract Term	maximum amount to be paid per agreement year
January 1, 2016 to December 31, 2016	\$122,460.00
January 1, 2017 to December 31, 2017	\$ 73,476.00, if renewal option exercised
January 1, 2018 to December 31, 2018	\$ 97,968.00, if renewal option exercised

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. Any and all voting results, statistics, seal numbers, public counter numbers, protective counter numbers, voting machine numbers are to be kept confidential.

8. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

9. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance and Bonds. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department, not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverage shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) Performance Bond. Contractor agrees to obtain and keep in force at all times during the term of this Agreement and any renewals of extensions thereof, a bond or other collateral to secure the faithful performance of this Agreement in the sum of Five Thousand (\$5,000.00) Dollars per route with the understanding that the whole or any part thereof may be used by the County to supply any deficiency that may arise from default on the part of the bidder.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive") and the Department Commissioners, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of

the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. 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.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five hundred and thirty three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement) and the Department Commissioners.

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

NUZZI BROS. MOVING SERVICE, INC.

By: *Dominic N. Nuzzi*
Name: *Dominic N. Nuzzi*
Title: *Pres*
Date: *12/30/15*

STATE OF NEW YORK)

)ss.:
COUNTY OF *Nassau*

On the *30th* day of *December* in the year *2015*, before me personally came *Dominic N. Nuzzi* to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of *Nassau*; that he or she is the *President* Of Nuzzi Bros. Moving Service, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Jean A. Walsh-Pipia

NOTARY PUBLIC

PLEASE EXECUTE IN *BLUE* INK

JEAN A. WALSH-PIPIA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WA6279124
Qualified in Nassau County
My Commission Expires April 08, 20*17*

NASSAU COUNTY

By: _____

Name: Louis G. Savinetti

Title: Republican Commissioner

Date: 1/5/16

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5th day of January in the year 2016, before me personally came Louis G. Savinetti to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Republican Commissioner of the Board of Elections of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

ROSEMARIE ROBERTS
Notary Public, State of New York
No. 01RO5042160
Qualified in Nassau County
Commission Expires April 17, 2017

PLEASE EXECUTE IN BLUE INK *Rosemarie Roberts*

NASSAU COUNTY

By: _____

Name: David J. Gugerty

Title: Democratic Commissioner

Date: 01/06/2016

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 6th day of January in the year 2016, before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Democratic Commissioner of the Board of Elections of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

JAMES SCHEUERMAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SC6208119
Qualified in Nassau County
Commission Expires June 22, 2017

PLEASE EXECUTE IN BLUE INK

Date: _____

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On the _____ day of _____ in the year _____, before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the _____ of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

PLEASE EXECUTE IN BLUE INK

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 herein 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, for the purpose of 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.

(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 therefor 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 a 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 good faith 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.

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Dominic Muzz (Name)
[REDACTED] (Address)
[REDACTED] (Telephone Number)

2. 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

3. 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:

4. 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:

5. 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.

Dated

1/05/16 D

Signature of Chief Executive Officer

[Signature]

Name of Chief Executive Officer

[Signature]

Sworn to before me this

5th day of January, 2016.

Notary Public

Jean A. Walsh-Pipia

JEAN A. WALSH-PIPIA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WA6279124
Qualified in Nassau County
My Commission Expires April 08, 2017

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

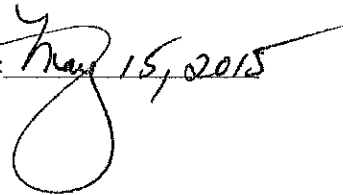
ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

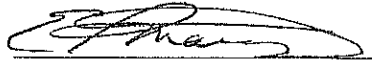
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

 May 15, 2015



EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. 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.

N/A

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

N/A

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

N/A

N/A

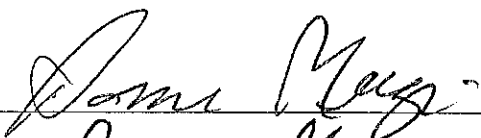
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

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

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.

Dated: 1/09/16

Signed: 

Print Name: Dominic Morzini

Title: PhD

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 but 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.

**2016 TRUCKING ROUTE 8
EXHIBIT A**

T/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PNAME	PPADDRESS	PPTOWN	PPZIP
509040 OB	AD09	AD09	40	SD8	CD2	LD12		FARMINGDALE HIGH SCHOOL	150 LINCOLN ST	FARMINGDALE	11735
509041 OB	AD09	AD09	41	SD8	CD2	LD12		FARMINGDALE HIGH SCHOOL	150 LINCOLN ST	FARMINGDALE	11735
509042 OB	AD09	AD09	42	SD8	CD2	LD12		FARMINGDALE HIGH SCHOOL	150 LINCOLN ST	FARMINGDALE	11735
509043 OB	AD09	AD09	43	SD8	CD2	LD12		FARMINGDALE HIGH SCHOOL	150 LINCOLN ST	FARMINGDALE	11735
509044 OB	AD09	AD09	44	SD8	CD2	LD12		WOODWARD PKWY ELEM SCHOOL	95 WOODWARD PKWY	FARMINGDALE	11735
509045 OB	AD09	AD09	45	SD6	CD2	LD12		WOODWARD PKWY ELEM SCHOOL	95 WOODWARD PKWY	FARMINGDALE	11735
513015 OB	AD13	AD13	15	SD5	CD3	LD16		HOWARD B MATTLIN JR HIGH	50 WASHINGTON AVE	PLAINVIEW	11803
513016 OB	AD13	AD13	16	SD5	CD3	LD16		HOWARD B MATTLIN JR HIGH	50 WASHINGTON AVE	PLAINVIEW	11803
513017 OB	AD13	AD13	17	SD5	CD3	LD16		PLAINVIEW OLD BETHPAGE LIBRARY	999 OLD COUNTRY RD	PLAINVIEW	11803
513018 OB	AD13	AD13	18	SD5	CD3	LD16		CHARLES CAMPAGNE SCHOOL	601 PLAINVIEW RD	BETHPAGE	11714
513019 OB	AD13	AD13	19	SD5	CD3	LD16		CHARLES CAMPAGNE SCHOOL	601 PLAINVIEW RD	BETHPAGE	11714
513020 OB	AD13	AD13	20	SD5	CD3	LD16		CHARLES CAMPAGNE SCHOOL	601 PLAINVIEW RD	BETHPAGE	11714
513021 OB	AD13	AD13	21	SD5	CD3	LD16		HOWARD B MATTLIN JR HIGH	50 WASHINGTON AVE	PLAINVIEW	11803
513022 OB	AD13	AD13	22	SD5	CD3	LD16		PLAINVIEW OLD BETHPAGE LIBRARY	999 OLD COUNTRY RD	PLAINVIEW	11803
513023 OB	AD13	AD13	23	SD5	CD3	LD16		PLAINVIEW OLD BETH MIDDLE SCHOOL AUX GYM	121 CENTRAL PK RD	PLAINVIEW	11803
513024 OB	AD13	AD13	24	SD5	CD3	LD16		PLAINVIEW OLD BETH MIDDLE SCHOOL AUX GYM	121 CENTRAL PK RD	PLAINVIEW	11803
513025 OB	AD13	AD13	25	SD5	CD3	LD16		HOWARD B MATTLIN JR HIGH	50 WASHINGTON AVE	PLAINVIEW	11803
513026 OB	AD13	AD13	26	SD5	CD3	LD16		PLAINVIEW PARKWAY SCHOOL	300 MANETTO HILL RD	PLAINVIEW	11803
513028 OB	AD13	AD13	28	SD5	CD3	LD16		PLAINVIEW PARKWAY SCHOOL	300 MANETTO HILL RD	PLAINVIEW	11803
513029 OB	AD13	AD13	29	SD5	CD3	LD16		PLAINVIEW PARKWAY SCHOOL	300 MANETTO HILL RD	PLAINVIEW	11803
513030 OB	AD13	AD13	30	SD5	CD3	LD16		FERN PLACE SCHOOL	4 FERN PLACE	PLAINVIEW	11803
513031 OB	AD13	AD13	31	SD5	CD3	LD14		KRAMER LANE SCHOOL	1 KRAMER LN	PLAINVIEW	11803
513032 OB	AD13	AD13	32	SD5	CD3	LD14		KRAMER LANE SCHOOL	1 KRAMER LN	PLAINVIEW	11803
513033 OB	AD13	AD13	33	SD5	CD3	LD16		FERN PLACE SCHOOL	4 FERN PLACE	PLAINVIEW	11803
513034 OB	AD13	AD13	34	SD5	CD3	LD16		FERN PLACE SCHOOL	4 FERN PLACE	PLAINVIEW	11803
513035 OB	AD13	AD13	35	SD5	CD3	LD16		JAMAICA AVE SCHOOL	85 JAMAICA AVE	PLAINVIEW	11803
513036 OB	AD13	AD13	36	SD5	CD3	LD16		STRATFORD ROAD SCHOOL	33 BEDFORD RD	PLAINVIEW	11803
513037 OB	AD13	AD13	37	SD5	CD3	LD16		STRATFORD ROAD SCHOOL	33 BEDFORD RD	PLAINVIEW	11803
513038 OB	AD13	AD13	38	SD5	CD3	LD16		STRATFORD ROAD SCHOOL	33 BEDFORD RD	PLAINVIEW	11803
513055 OB	AD13	AD13	55	SD5	CD3	LD16		ROBERT SEAMAN SCHOOL	137 LEAHY ST	JERICHO	11753
513056 OB	AD13	AD13	56	SD5	CD3	LD16		ROBERT SEAMAN SCHOOL	137 LEAHY ST	JERICHO	11753
513057 OB	AD13	AD13	57	SD5	CD3	LD16		CANTAGUE ELEM SCHOOL	678 CANTAGUE ROCK RD	JERICHO	11753
513058 OB	AD13	AD13	58	SD5	CD3	LD14		CANTAGUE ELEM SCHOOL	678 CANTAGUE ROCK RD	JERICHO	11753

**2016 TRUCKING ROUTE 8
EXHIBIT A**

T/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PPNAME	PPADDRESS	PPTOWN	PPZIP
513059	OB	AD13	59	SD7	CD3	LD 2		BURNS AVENUE SCHOOL	40 BURNS AVE	HICKSVILLE	11081
513060	OB	AD13	60	SD7	CD3	LD 2		EAST STREET SCHOOL	50 EAST ST	HICKSVILLE	11081
515039	OB	AD15	39	SD7	CD3	LD14		BURNS AVENUE SCHOOL	40 BURNS AVE	HICKSVILLE	11081
515040	OB	AD15	40	SD7	CD3	LD16		BURNS AVENUE SCHOOL	40 BURNS AVE	HICKSVILLE	11081
515041	OB	AD15	41	SD7	CD3	LD16		BURNS AVENUE SCHOOL	40 BURNS AVE	HICKSVILLE	11081
515042	OB	AD15	42	SD5	CD3	LD16		BURNS AVENUE SCHOOL	40 BURNS AVE	HICKSVILLE	11081
515045	OB	AD15	45	SD7	CD3	LD17		OLD COUNTRY ELEM SCHOOL	49 RHODES LN	HICKSVILLE	11081
515046	OB	AD15	46	SD7	CD3	LD17		OLD COUNTRY ELEM SCHOOL	49 RHODES LN	HICKSVILLE	11081
515047	OB	AD15	47	SD7	CD3	LD17		EAST STREET SCHOOL	50 EAST ST	HICKSVILLE	11081
515048	OB	AD15	48	SD6	CD3	LD17		JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
515049	OB	AD15	49	SD7	CD3	LD17		DUTCH LANE SCHOOL	50 STEWART AVE	HICKSVILLE	11081
515050	OB	AD15	50	SD7	CD3	LD17		OLD COUNTRY ELEM SCHOOL	49 RHODES LN	HICKSVILLE	11081
515051	OB	AD15	51	SD7	CD3	LD17		OLD COUNTRY ELEM SCHOOL	49 RHODES LN	HICKSVILLE	11081
515052	OB	AD15	52	SD6	CD3	LD17		HICKSVILLE MIDDLE SCHOOL	215 JERUSALEM AVE	HICKSVILLE	11081
515053	OB	AD15	53	SD7	CD3	LD17		HICKSVILLE MIDDLE SCHOOL	215 JERUSALEM AVE	HICKSVILLE	11081
515054	OB	AD15	54	SD6	CD3	LD17		HICKSVILLE MIDDLE SCHOOL	215 JERUSALEM AVE	HICKSVILLE	11081
515055	OB	AD15	55	SD6	CD3	LD17		LEE AVE SCHOOL	1 7TH STREET	HICKSVILLE	11081
515056	OB	AD15	56	SD6	CD3	LD17		LEE AVE SCHOOL	1 7TH STREET	HICKSVILLE	11081
515057	OB	AD15	57	SD7	CD3	LD17		FORK LANE SCHOOL	4 FORK LN	HICKSVILLE	11081
515058	OB	AD15	58	SD7	CD3	LD17		DUTCH LANE SCHOOL	50 STEWART AVE	HICKSVILLE	11081
515059	OB	AD15	59	SD7	CD3	LD17		FORK LANE SCHOOL	4 FORK LN	HICKSVILLE	11081
515060	OB	AD15	60	SD7	CD3	LD17		FORK LANE SCHOOL	4 FORK LN	HICKSVILLE	11081
515061	OB	AD15	61	SD6	CD3	LD17		LEE AVE SCHOOL	1 7TH STREET	HICKSVILLE	11081
515063	OB	AD15	63	SD7	CD3	LD14		BURNS AVENUE SCHOOL	40 BURNS AVE	HICKSVILLE	11081
515064	OB	AD15	64	SD7	CD3	LD16		EAST STREET SCHOOL	50 EAST ST	HICKSVILLE	11081
515070	OB	AD15	70	SD5	CD3	LD14		EAST STREET SCHOOL	50 EAST ST	HICKSVILLE	11081
515071	OB	AD15	71	SD6	CD3	LD14		EAST STREET SCHOOL	50 EAST ST	HICKSVILLE	11081
515072	OB	AD15	72	SD5	CD3	LD14		EAST STREET SCHOOL	50 EAST ST	HICKSVILLE	11081
515073	OB	AD15	73	SD5	CD3	LD16		JAMAICA AVE SCHOOL	85 JAMAICA AVE	PLAINVIEW	11803
515074	OB	AD15	74	SD7	CD3	LD14		EAST STREET SCHOOL	50 EAST ST	HICKSVILLE	11081
515076	OB	AD15	76	SD5	CD3	LD16		FERN PLACE SCHOOL	4 FERN PLACE	PLAINVIEW	11803
515077	OB	AD15	77	SD5	CD3	LD16		FERN PLACE SCHOOL	4 FERN PLACE	PLAINVIEW	11803
515078	OB	AD15	78	SD5	CD3	LD14		KRAMER LANE SCHOOL	1 KRAMER LN	PLAINVIEW	11803

**2016 TRUCKING ROUTE 8
EXHIBIT A**

TI/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PNAME	PADDRESS	PPTOWN	PPZIP
515079 OB	AD15	79	SD5	CD3	LD14			KRAMER LANE SCHOOL	1 KRAMER LN	PLAINVIEW	11803
515080 OB	AD15	80	SD6	CD3	LD14			BETHPAGE HIGH SCHOOL	10 CHERRY AVE	BETHPAGE	11714
515081 OB	AD15	81	SD5	CD3	LD14			JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
515082 OB	AD15	82	SD6	CD3	LD14			JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
515083 OB	AD15	83	SD6	CD3	LD14			BETHPAGE HIGH SCHOOL	10 CHERRY AVE	BETHPAGE	11714
515084 OB	AD15	84	SD6	CD3	LD14			JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
515085 OB	AD15	85	SD6	CD3	LD17			JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
515086 OB	AD15	86	SD6	CD3	LD17			JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
515087 OB	AD15	87	SD6	CD3	LD17			JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
515088 OB	AD15	88	SD6	CD2	LD17			NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
515089 OB	AD15	89	SD6	CD3	LD17			NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
515090 OB	AD15	90	SD6	CD2	LD17			HOWITT SCHOOL	70 VAN COTT	FARMINGDALE	11735
515091 OB	AD15	91	SD6	CD2	LD17			HOWITT SCHOOL	70 VAN COTT	FARMINGDALE	11735
515092 OB	AD15	92	SD6	CD3	LD17			NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
515093 OB	AD15	93	SD6	CD3	LD17			NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
515094 OB	AD15	94	SD6	CD3	LD17			NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
515095 OB	AD15	95	SD6	CD3	LD17			NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
515096 OB	AD15	96	SD6	CD3	LD17			OLD BETHPAGE ELEM SCHOOL	1191 ROUND SWAMP RD	OLD BETHPAGE	11804
515097 OB	AD15	97	SD6	CD3	LD16			OLD BETHPAGE ELEM SCHOOL	1191 ROUND SWAMP RD	OLD BETHPAGE	11804
515098 OB	AD15	98	SD6	CD3	LD16			OLD BETHPAGE ELEM SCHOOL	1191 ROUND SWAMP RD	OLD BETHPAGE	11804
515099 OB	AD15	99	SD6	CD3	LD16			OLD BETHPAGE ELEM SCHOOL	1191 ROUND SWAMP RD	OLD BETHPAGE	11804
515100 OB	AD15	100	SD6	CD3	LD16			OLD BETHPAGE ELEM SCHOOL	1191 ROUND SWAMP RD	OLD BETHPAGE	11804
515101 OB	AD15	101	SD5	CD3	LD16			CHARLES CAMPAGNE SCHOOL	601 PLAINVIEW RD	BETHPAGE	11714
515102 OB	AD15	102	SD5	CD3	LD16			HOWARD B MATTLIN JR HIGH	50 WASHINGTON AVE	PLAINVIEW	11803
515104 OB	AD15	104	SD5	CD3	LD14			NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
515106 OB	AD15	106	SD7	CD3	LD14			OLD COUNTRY ELEM SCHOOL	49 RHODES LN	HICKSVILLE	11081
517001 OB	AD17	1	SD6	CD2	LD17			JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
517002 OB	AD17	2	SD6	CD2	LD12			HOWITT SCHOOL	70 VAN COTT	FARMINGDALE	11735
517003 OB	AD17	3	SD6	CD3	LD17			JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
517004 OB	AD17	4	SD6	CD2	LD17			CENTRAL BLVD SCHOOL	60 CENTRAL BLVD	BETHPAGE	11714
517005 OB	AD17	5	SD6	CD2	LD17			JOHN H WEST ELEM SCH	499 BOUNDARY AVE	BETHPAGE	11714
517006 OB	AD17	6	SD6	CD2	LD17			JOHN H WEST ELEM SCH	499 BOUNDARY AVE	BETHPAGE	11714
517007 OB	AD17	7	SD6	CD2	LD17			JOHN H WEST ELEM SCH	499 BOUNDARY AVE	BETHPAGE	11714

**2016 TRUCKING ROUTE 8
EXHIBIT A**

TRAD/ED	TOWN	AD	ED	SD	CD	LD	TD	PPNAME	PPADDRESS	PPTOWN	PPZIP
517008	OB	AD17	8	SD6	CD2	LD17		JOHN H WEST ELEM SCH	499 BOUNDARY AVE	BETHPAGE	11714
517009	OB	AD17	9	SD6	CD2	LD12		HOWITT SCHOOL	70 VAN COTT	FARMINGDALE	11735
517010	OB	AD17	10	SD6	CD2	LD12		HOWITT SCHOOL	70 VAN COTT	FARMINGDALE	11735
517011	OB	AD17	11	SD6	CD2	LD12		HOWITT SCHOOL	70 VAN COTT	FARMINGDALE	11735
517012	OB	AD17	12	SD6	CD2	LD12		WOODWARD PKWY ELEM SCHOOL	95 WOODWARD PKWY	FARMINGDALE	11735
517013	OB	AD17	13	SD6	CD2	LD12		WOODWARD PKWY ELEM SCHOOL	95 WOODWARD PKWY	FARMINGDALE	11735
517014	OB	AD17	14	SD6	CD2	LD17		ALBANY AVE ELEM SCHOOL	101 ALBANY AVE	N MASSAPEQUA	11758
517015	OB	AD17	15	SD6	CD2	LD17		ALBANY AVE ELEM SCHOOL	101 ALBANY AVE	N MASSAPEQUA	11758
517016	OB	AD17	16	SD6	CD2	LD17		EAST PLAIN SCHOOL	301 N DELAWARE AVE	N MASSAPEQUA	11758
517017	OB	AD17	17	SD6	CD2	LD17		EAST PLAIN SCHOOL	301 N DELAWARE AVE	N MASSAPEQUA	11758
517018	OB	AD17	18	SD6	CD2	LD17		JOHN H WEST ELEM SCH	499 BOUNDARY AVE	BETHPAGE	11714
517019	OB	AD17	19	SD6	CD2	LD17		EAST PLAIN SCHOOL	301 N DELAWARE AVE	N MASSAPEQUA	11758
517020	OB	AD17	20	SD6	CD2	LD17		EAST PLAIN SCHOOL	301 N DELAWARE AVE	N MASSAPEQUA	11758
517021	OB	AD17	21	SD6	CD2	LD17		ALBANY AVE ELEM SCHOOL	101 ALBANY AVE	N MASSAPEQUA	11758
517025	OB	AD17	25	SD6	CD2	LD17		ALBANY AVE ELEM SCHOOL	101 ALBANY AVE	N MASSAPEQUA	11758
517038	OB	AD17	38	SD8	CD2	LD12		WOODWARD PKWY ELEM SCHOOL	95 WOODWARD PKWY	FARMINGDALE	11735
517039	OB	AD17	39	SD8	CD2	LD12		FARMINGDALE HIGH SCHOOL	150 LINCOLN ST	FARMINGDALE	11735
517040	OB	AD17	40	SD8	CD2	LD12		WOODWARD PKWY ELEM SCHOOL	95 WOODWARD PKWY	FARMINGDALE	11735
517041	OB	AD17	41	SD8	CD2	LD12		FARMINGDALE HIGH SCHOOL	150 LINCOLN ST	FARMINGDALE	11735
517042	OB	AD17	42	SD6	CD3	LD17		NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
517043	OB	AD17	43	SD6	CD2	LD12		WOODWARD PKWY ELEM SCHOOL	95 WOODWARD PKWY	FARMINGDALE	11735
517044	OB	AD17	44	SD6	CD3	LD17		JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
517045	OB	AD17	45	SD6	CD3	LD17		CENTRAL BLVD SCHOOL	60 CENTRAL BLVD	BETHPAGE	11714

**2016 TRUCKING ROUTE 7
EXHIBIT A**

T/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PPNAME	PPADDRESS	PPTOWN	PPZIP
214014	HEMP	AD14	14	SD6	CD2	LD13	HD6	GARDINERS AVE SCHOOL	610 GARDINERS AVE	LEVITTOWN	11756
214015	HEMP	AD14	15	SD6	CD2	LD15	HD6	WISDOM LANE SCHOOL	120 CENTER LN	LEVITTOWN	11756
214016	HEMP	AD14	16	SD6	CD2	LD15	HD6	GARDINERS AVE SCHOOL	610 GARDINERS AVE	LEVITTOWN	11756
214017	HEMP	AD14	17	SD6	CD2	LD15	HD6	ABBREY LANE SCHOOL	239 GARDINERS AVE	LEVITTOWN	11756
214018	HEMP	AD14	18	SD6	CD2	LD15	HD6	ABBREY LANE SCHOOL	239 GARDINERS AVE	LEVITTOWN	11756
214019	HEMP	AD14	19	SD6	CD2	LD15	HD6	GARDINERS AVE SCHOOL	610 GARDINERS AVE	LEVITTOWN	11756
214027	HEMP	AD14	27	SD6	CD2	LD13	HD6	GARDINERS AVE SCHOOL	610 GARDINERS AVE	LEVITTOWN	11756
214029	HEMP	AD14	29	SD8	CD2	LD17	HD5	SEAFORD MANOR ELEM SCH	1590 WASHINGTON AVE	SEAFORD	11783
214030	HEMP	AD14	30	SD8	CD2	LD17	HD5	SEAFORD MANOR ELEM SCH	1590 WASHINGTON AVE	SEAFORD	11783
214031	HEMP	AD14	31	SD8	CD2	LD17	HD5	SEAFORD MANOR ELEM SCH	1590 WASHINGTON AVE	SEAFORD	11783
214032	HEMP	AD14	32	SD8	CD2	LD17	HD5	SEAFORD MANOR ELEM SCH	1590 WASHINGTON AVE	SEAFORD	11783
214095	HEMP	AD14	95	SD6	CD2	LD15	HD6	ABBREY LANE SCHOOL	239 GARDINERS AVE	LEVITTOWN	11756
214100	HEMP	AD14	100	SD8	CD2	LD19	HD5	SEAFORD HARBOR SCHOOL	3500 BAYVIEW AVE	SEAFORD	11783
214101	HEMP	AD14	101	SD8	CD2	LD19	HD5	SEAFORD HARBOR SCHOOL	3500 BAYVIEW AVE	SEAFORD	11783
214102	HEMP	AD14	102	SD8	CD2	LD19	HD5	SEAFORD HARBOR SCHOOL	3500 BAYVIEW AVE	SEAFORD	11783
214103	HEMP	AD14	103	SD8	CD2	LD19	HD5	SEAFORD FIREHALL	2170 SOUTHARD AVE	SEAFORD	11783
214104	HEMP	AD14	104	SD8	CD2	LD19	HD5	SEAFORD FIREHALL	2170 SOUTHARD AVE	SEAFORD	11783
214105	HEMP	AD14	105	SD8	CD2	LD19	HD5	SEAFORD FIREHALL	2170 SOUTHARD AVE	SEAFORD	11783
214106	HEMP	AD14	106	SD8	CD2	LD19	HD5	SEAFORD HARBOR SCHOOL	3500 BAYVIEW AVE	SEAFORD	11783
214107	HEMP	AD14	107	SD8	CD2	LD19	HD5	SEAFORD FIREHALL	2170 SOUTHARD AVE	SEAFORD	11783
214110	HEMP	AD14	110	SD6	CD2	LD15	HD6	WISDOM LANE SCHOOL	120 CENTER LN	LEVITTOWN	11756
214111	HEMP	AD14	111	SD6	CD2	LD15	HD6	WISDOM LANE SCHOOL	120 CENTER LN	LEVITTOWN	11756
215011	HEMP	AD15	11	SD6	CD2	LD15	HD6	STEPHEN E KAROPCZYC SCHOOL	74 FARMEDGE RD	ISLAND TREES	11756
217017	HEMP	AD17	17	SD6	CD2	LD15	HD6	DIVISION AVE HIGH SCHOOL	120 DIVISION AVE	LEVITTOWN	11756
217020	HEMP	AD17	20	SD6	CD2	LD15	HD6	LEVITTOWN NORTHSIDE SCHOOL	35 PELICAN RD	LEVITTOWN	11756
217026	HEMP	AD17	26	SD6	CD2	LD15	HD6	LEVITTOWN NORTHSIDE SCHOOL	35 PELICAN RD	LEVITTOWN	11756
217027	HEMP	AD17	27	SD6	CD2	LD15	HD6	SUMMIT LANE SCHOOL	4 SUMMIT LN	LEVITTOWN	11756
217032	HEMP	AD17	32	SD6	CD2	LD15	HD6	LEVITTOWN NORTHSIDE SCHOOL	35 PELICAN RD	LEVITTOWN	11756
217033	HEMP	AD17	33	SD6	CD2	LD15	HD6	LEVITTOWN NORTHSIDE SCHOOL	35 PELICAN RD	LEVITTOWN	11756
217037	HEMP	AD17	37	SD6	CD2	LD15	HD6	SUMMIT LANE SCHOOL	4 SUMMIT LN	LEVITTOWN	11756
217039	HEMP	AD17	39	SD6	CD2	LD15	HD6	STOKES SCHOOL	101 OWL PL	LEVITTOWN	11756
217040	HEMP	AD17	40	SD6	CD2	LD15	HD6	STEPHEN E KAROPCZYC SCHOOL	74 FARMEDGE RD	ISLAND TREES	11756
217041	HEMP	AD17	41	SD6	CD2	LD15	HD6	STEPHEN E KAROPCZYC SCHOOL	74 FARMEDGE RD	ISLAND TREES	11756

**2016 TRUCKING ROUTE 7
EXHIBIT A**

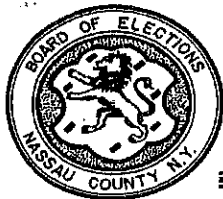
T/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PPNAME	PPADDRESS	PPTOWN	PPZIP
217042	HEMP	AD17	42	SD6	CD2	LD15	HD6	STEPHEN E KAROPCZYC SCHOOL	74 FARMEDGE RD	ISLAND TREES	11756
217043	HEMP	AD17	43	SD6	CD2	LD15	HD6	STEPHEN E KAROPCZYC SCHOOL	74 FARMEDGE RD	ISLAND TREES	11756
217044	HEMP	AD17	44	SD6	CD2	LD15	HD6	STOKES SCHOOL	101 OWL PL	LEVITTOWN	11756
217048	HEMP	AD17	48	SD6	CD2	LD15	HD6	STOKES SCHOOL	101 OWL PL	LEVITTOWN	11756
217049	HEMP	AD17	49	SD6	CD2	LD15	HD6	STOKES SCHOOL	101 OWL PL	LEVITTOWN	11756
217050	HEMP	AD17	50	SD6	CD2	LD15	HD6	DIVISION AVE HIGH SCHOOL	120 DIVISION AVE	LEVITTOWN	11756
217051	HEMP	AD17	51	SD6	CD2	LD15	HD6	DIVISION AVE HIGH SCHOOL	120 DIVISION AVE	LEVITTOWN	11756
217052	HEMP	AD17	52	SD6	CD2	LD15	HD6	DIVISION AVE HIGH SCHOOL	120 DIVISION AVE	LEVITTOWN	11756
217053	HEMP	AD17	53	SD6	CD2	LD15	HD6	ISLAND TREES JR HIGH SCHOOL	45 WANTAGH AVE S	LEVITTOWN	11756
217055	HEMP	AD17	55	SD6	CD2	LD15	HD6	ABBREY LANE SCHOOL	239 GARDINERS AVE	LEVITTOWN	11756
217056	HEMP	AD17	56	SD6	CD2	LD15	HD6	ISLAND TREES JR HIGH SCHOOL	45 WANTAGH AVE S	LEVITTOWN	11756
217060	HEMP	AD17	60	SD6	CD2	LD15	HD6	ABBREY LANE SCHOOL	239 GARDINERS AVE	LEVITTOWN	11756
217061	HEMP	AD17	61	SD6	CD2	LD15	HD6	WISDOM LANE SCHOOL	120 CENTER LN	LEVITTOWN	11756
217062	HEMP	AD17	62	SD6	CD2	LD15	HD6	WISDOM LANE SCHOOL	120 CENTER LN	LEVITTOWN	11756
217063	HEMP	AD17	63	SD6	CD2	LD15	HD6	WISDOM LANE SCHOOL	120 CENTER LN	LEVITTOWN	11756
217064	HEMP	AD17	64	SD6	CD2	LD15	HD6	ABBREY LANE SCHOOL	239 GARDINERS AVE	LEVITTOWN	11756
509001	OB	AD09	1	SD8	CD2	LD12		FAIRFIELD SCHOOL	330 MASSAPEQUA AVE	MASSAPEQUA	11758
509002	OB	AD09	2	SD8	CD2	LD12		FAIRFIELD SCHOOL	330 MASSAPEQUA AVE	MASSAPEQUA	11758
509003	OB	AD09	3	SD8	CD2	LD12		GRACE EPISCOPAL PARISH HOUSE	23 CEDAR SHORE DR	MASSAPEQUA	11758
509004	OB	AD09	4	SD8	CD2	LD12		GRACE EPISCOPAL PARISH HOUSE	23 CEDAR SHORE DR	MASSAPEQUA	11758
509005	OB	AD09	5	SD8	CD2	LD12		GRACE EPISCOPAL PARISH HOUSE	23 CEDAR SHORE DR	MASSAPEQUA	11758
509006	OB	AD09	6	SD8	CD2	LD12		MASSAPEQUA HIGH SCHOOL	4925 MERRICK RD	MASSAPEQUA	11758
509007	OB	AD09	7	SD8	CD2	LD12		MARJORIE POST COMM CENTER	451 UNQUA RD	MASSAPEQUA	11758
509008	OB	AD09	8	SD8	CD2	LD12		MARJORIE POST COMM CENTER	451 UNQUA RD	MASSAPEQUA	11758
509009	OB	AD09	9	SD8	CD2	LD12		A G BERNER MIDDLE SCHOOL	50 CARMAN MILL RD	MASSAPEQUA	11758
509010	OB	AD09	10	SD8	CD2	LD12		MARJORIE POST COMM CENTER	451 UNQUA RD	MASSAPEQUA	11758
509011	OB	AD09	11	SD8	CD2	LD12		UNQUA SCHOOL	350 UNQUA RD	MASSAPEQUA	11758
509012	OB	AD09	12	SD8	CD2	LD12		MASSAPEQUA HIGH SCHOOL	4925 MERRICK RD	MASSAPEQUA	11758
509013	OB	AD09	13	SD8	CD2	LD12		GRACE EPISCOPAL PARISH HOUSE	23 CEDAR SHORE DR	MASSAPEQUA	11758
509014	OB	AD09	14	SD8	CD2	LD12		FAIRFIELD SCHOOL	330 MASSAPEQUA AVE	MASSAPEQUA	11758
509015	OB	AD09	15	SD8	CD2	LD12		FAIRFIELD SCHOOL	330 MASSAPEQUA AVE	MASSAPEQUA	11758
509016	OB	AD09	16	SD8	CD2	LD12		GRACE EPISCOPAL PARISH HOUSE	23 CEDAR SHORE DR	MASSAPEQUA	11758
509017	OB	AD09	17	SD8	CD2	LD12		UNQUA SCHOOL	350 UNQUA RD	MASSAPEQUA	11758

**2016 TRUCKING ROUTE 7
EXHIBIT A**

T/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PNAME	PPADDRESS	PPTOWN	PPZIP
509018 OB	AD09	18 SD8	CD2	LD12				MASSAPEQUA HIGH SCHOOL	4925 MERRICK RD	MASSAPEQUA	11758
509019 OB	AD09	19 SD8	CD2	LD12				MASSAPEQUA HIGH SCHOOL	4925 MERRICK RD	MASSAPEQUA	11758
509020 OB	AD09	20 SD8	CD2	LD12				UNQUA SCHOOL	350 UNQUA RD	MASSAPEQUA	11758
509021 OB	AD09	21 SD8	CD2	LD12				UNQUA SCHOOL	350 UNQUA RD	MASSAPEQUA	11758
509022 OB	AD09	22 SD8	CD2	LD12				A G BERNER MIDDLE SCHOOL	50 CARMAN MILL RD	MASSAPEQUA	11758
509023 OB	AD09	23 SD8	CD2	LD12				A G BERNER MIDDLE SCHOOL	50 CARMAN MILL RD	MASSAPEQUA	11758
509024 OB	AD09	24 SD8	CD2	LD12				EAST LAKE SCHOOL	154 EAST LAKE AVE	MASSAPEQUA PARK	11762
509025 OB	AD09	25 SD8	CD2	LD12				JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509026 OB	AD09	26 SD8	CD2	LD12				MASSAPEQUA PARK VILLAGE HALL	151 FRONT ST	MASSAPEQUA PARK	11762
509027 OB	AD09	27 SD8	CD2	LD12				JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509028 OB	AD09	28 SD8	CD2	LD12				JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509029 OB	AD09	29 SD8	CD2	LD12				JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509030 OB	AD09	30 SD8	CD2	LD12				JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509031 OB	AD09	31 SD8	CD2	LD12				EAST LAKE SCHOOL	154 EAST LAKE AVE	MASSAPEQUA PARK	11762
509032 OB	AD09	32 SD8	CD2	LD12				EAST LAKE SCHOOL	154 EAST LAKE AVE	MASSAPEQUA PARK	11762
509033 OB	AD09	33 SD8	CD2	LD12				EAST LAKE SCHOOL	154 EAST LAKE AVE	MASSAPEQUA PARK	11762
509034 OB	AD09	34 SD8	CD2	LD12				JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509035 OB	AD09	35 SD8	CD2	LD12				JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509036 OB	AD09	36 SD8	CD2	LD12				JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509037 OB	AD09	37 SD8	CD2	LD12				JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509038 OB	AD09	38 SD8	CD2	LD12				JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509039 OB	AD09	39 SD8	CD2	LD12				JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
517022 OB	AD17	22 SD6	CD2	LD17				SCHWARTING SCHOOL	4250 JERUSALEM AVE	N MASSAPEQUA	11758
517023 OB	AD17	23 SD6	CD2	LD17				SCHWARTING SCHOOL	4250 JERUSALEM AVE	N MASSAPEQUA	11758
517024 OB	AD17	24 SD6	CD2	LD17				SCHWARTING SCHOOL	4250 JERUSALEM AVE	N MASSAPEQUA	11758
517026 OB	AD17	26 SD6	CD2	LD17				SCHWARTING SCHOOL	4250 JERUSALEM AVE	N MASSAPEQUA	11758
517027 OB	AD17	27 SD6	CD2	LD17				SCHWARTING SCHOOL	4250 JERUSALEM AVE	N MASSAPEQUA	11758
517028 OB	AD17	28 SD6	CD2	LD17				SCHWARTING SCHOOL	4250 JERUSALEM AVE	N MASSAPEQUA	11758
517029 OB	AD17	29 SD6	CD2	LD17				SCHWARTING SCHOOL	4250 JERUSALEM AVE	N MASSAPEQUA	11758
517030 OB	AD17	30 SD6	CD2	LD12				RAYMOND J LOCKHART SCHL	199 PITTSBURGH AVE	MASSAPEQUA	11758
517031 OB	AD17	31 SD6	CD2	LD12				RAYMOND J LOCKHART SCHL	199 PITTSBURGH AVE	MASSAPEQUA	11758
517032 OB	AD17	32 SD6	CD2	LD12				RAYMOND J LOCKHART SCHL	199 PITTSBURGH AVE	MASSAPEQUA	11758
517033 OB	AD17	33 SD6	CD2	LD12				RAYMOND J LOCKHART SCHL	199 PITTSBURGH AVE	MASSAPEQUA	11758

**2016 TRUCKING ROUTE 7
EXHIBIT A**

T/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PPNAME	PPADDRESS	PPTOWN	PPZIP
517034	OB	AD17	34	SD6	CD2	LD12		RAYMOND J LOCKHART SCHL	199 PITTSBURGH AVE	MASSAPEQUA	11758
517035	OB	AD17	35	SD6	CD2	LD12		RAYMOND J LOCKHART SCHL	199 PITTSBURGH AVE	MASSAPEQUA	11758
517036	OB	AD17	36	SD8	CD2	LD12		FAIRFIELD SCHOOL	330 MASSAPEQUA AVE	MASSAPEQUA	11758
517037	OB	AD17	37	SD8	CD2	LD12		FAIRFIELD SCHOOL	330 MASSAPEQUA AVE	MASSAPEQUA	11758



NASSAU COUNTY BOARD OF ELECTIONS

240 OLD COUNTRY ROAD, 5TH FLOOR . MINEOLA, NEW YORK 11501-4800
(516)571-2411 . FAX (516)571-2058

Louis G. Savinetti
Republican Commissioner

David J. Gugerty
Democratic Commissioner

October 13, 2015

Nuzzi Bros. Moving Service, Inc.
Mr. Dominic Nuzzi, President
[REDACTED]

Dear Mr. Nuzzi,

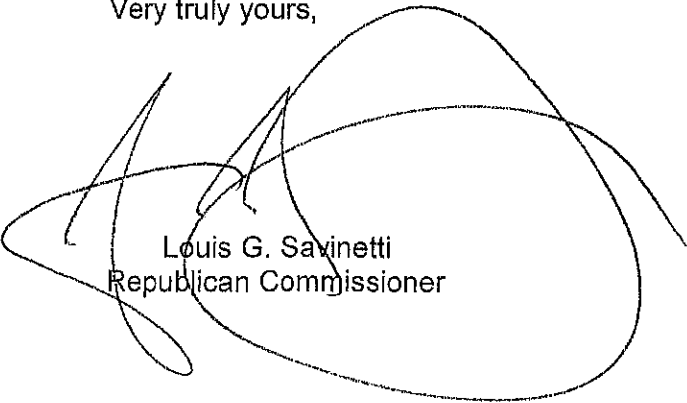
This is to advise you that we have finished our summary of the trucking bids submitted on October 2, 2015.

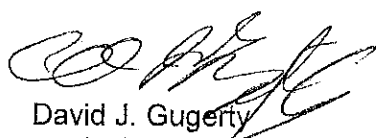
We are pleased to inform you that you have been awarded trucking route 7 and route 8.


A request to have the contract drawn up will be submitted to the County Attorney's Office immediately and you will hear from us in the near future. You will be required to offer us the administrative fees, insurance and bond certificates, required by the bid document, when the contract is submitted to you.

Enclosed you will find the bid bond in the amount of two thousand five hundred dollars (\$2,500.00) you submitted with your offer.

Very truly yours,


Louis G. Savinetti
Republican Commissioner


David J. Gugerty
Democratic Commissioner

Received 
Check # 961755 - \$2,500.00 - bid bond.
Check # 4146 - \$160.00



1460 Valley Road, Wayne, NJ 07470

PAY TO THE ORDER OF NASSAU COUNTY

CASHIER'S CHECK

961755

55-138
212

DATE 10/01/2015

\$ 2,500.00

\$2,500 DOLLARS and 00 CENTS

Memo: NUZZI BROTHERS MOVING SERVICE, INC

COUNTER SIGNATURE REQUIRED IF DRAWN FOR MORE THAN \$2,500.00

[Signature] 80933
Authorized Signature
[Signature] 482286 A
Authorized Signature

⑈0961755⑈ ⑆021201383⑆ 000041297490⑈

Valley National Bank FARMINGDALE OFFICE 27 SMITH ST. FARMINGDALE, NEW YORK 11735		55-138-212 DATE <u>10/01/15</u>	4146 Check Read For Payment For Business
PAY TO THE ORDER OF <u>NASSAU County</u> \$ <u>1600.00</u>		DOLLARS <u>1600</u>	
MEMO <u>One Hundred Sixty \$</u>		Security Feature Details on back	



NASSAU COUNTY BOARD OF ELECTIONS

240 OLD COUNTRY ROAD, 5TH FLOOR . MINEOLA, NEW YORK 11501-4250
(516) 571-2411 . FAX (516) 571-2058

Louis G. Savinetti
Republican Commissioner

David J. Gugerty
Democratic Commissioner

MINUTES

January 11, 2016

A meeting was held on October 6, 2015 at the Board of Elections to open trucking bids submitted to us. Present at the meeting representing the Republican Office were Carol Demauro Busketta, Deputy Commissioner; Nancy Staab, Manager of Accounts and Financial Reports; Joseph Ra, Deputy Clerk; James Esopa, Clerk Part time, Richard Hayes, Election Clerk. Representing the Democratic office were Essma Benkhokha, Chief Clerk; Phil Jordan, Supervisor of Voting Machine Planning Dept.; Scott Milano, Election Clerk; Donna Nogid, Assistant to the Democratic Commissioner.

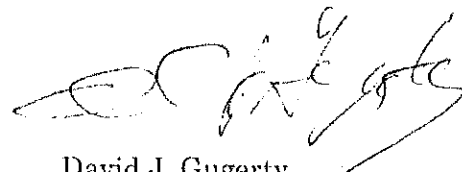
There were 3 bids submitted by the following companies:

1. All American Van Lines, Inc.
[REDACTED] \$2,500 Official Check
2. Super Express Service Inc./The Moving Doctor
108 [REDACTED] \$2,500 Official Check
3. Nuzzi Bros. Moving Services, Inc.
[REDACTED] \$2,500 Cashier's Check

A Summary of the bids received is attached.


Louis G. Savinetti
Republican Commissioner

LGS/DJG:smg


David J. Gugerty
Democratic Commissioner

**DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASE & SUPPLY
SUMMARY OF BIDS**

Opened Tuesday, October 6, 2015 at 10:15 A.M.

Bid No 2016 BOE 1 Cont.#

Department: B.O.E. Req No

Title TRUCKING OF VOTING MACHINES

BIDDER NAME
ALL AMERICAN

BIDDER NAME
NUZZI BROTHERS

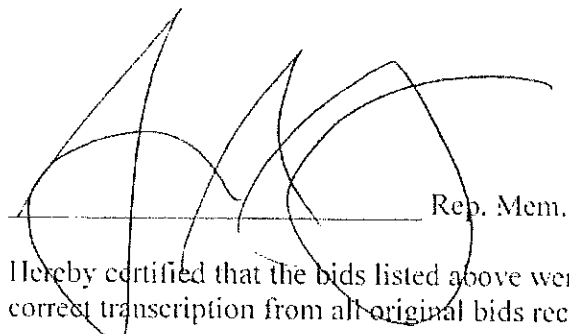
BIDDER NAME
SUPER EXPRESS
DBA MOVING DR

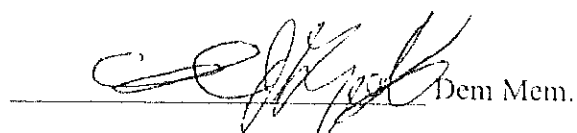
DETAILS OF AWARD:

Item No	ROUTE #		Price (1)	Price (2)	Price (3)	Award to No.	amount	
	1	Per Scanner (DS-200)	54	90	45	Super Express	45	
	2	Per Scanner (DS-200)	50	75	44	Super Express	44	
	3	Per Scanner (DS-200)	59	75	51	Super Express	51	
	4	Per Scanner (DS-200)	53	75	60	All American	53	
	5	Per Scanner (DS-200)	54	75	60	All American	54	
	6	Per Scanner (DS-200)	45	75	60	All American	45	
	7	Per Scanner (DS-200)	45	40	60	Nuzzi Bro.	40	
	8	Per Scanner (DS-200)	44	42	58	Nuzzi Bro.	42	
	9	Per Scanner (DS-200)	66	75	78	All American	66	
	10	Per Scanner (DS-200)	69	75	78	All American	69	
Item No	ROUTE #		Price (1)	Price (2)	Price (3)	Award to No.	Amount	
	1	Per Auto Mark	62	95	52	Super Express	52	
	2	Per Auto Mark	60	80	53	Super Express	53	
	3	Per Auto Mark	61	80	55	Super Express	55	
	4	Per Auto Mark	61	80	71	All American	61	
	5	Per Auto Mark	61	80	74	All American	61	
	6	Per Auto Mark	50	80	68	All American	50	
	7	Per Auto Mark	50	50	62	Nuzzi Bro.	50	
	8	Per Auto Mark	50	50	69	Nuzzi Bro.	50	
	9	Per Auto Mark	78	80	85	All American	78	
	10	Per Auto Mark	78	80	86	All American	78	

Item No	ROUTE #	Price (1)	Price (2)	Price (3)	Award to No.	Amount
	Cost of delivery & return per table for any route	9	9	9	Super Express: routes 1,2,3 All American: routes 4,5,6,9,10 Nuzzi Bro: routes 7,8	as bid
	Cost of delivery & return per chair for any route	5	5	9	Super Express: routes 1,2,3 All American: routes 4,5,6,9,10 Nuzzi Bro: routes 7,8	as bid
	Cost of delivery & return per booth for any route	14.85	13	14.50	Super Express: routes 1,2,3 All American: routes 4,5,6,9,10 Nuzzi Bro: routes 7,8	as bid
	Cost per man-hour overtime Monday through Friday	47.50	37	55	Super Express: routes 1,2,3 All American: routes 4,5,6,9,10 Nuzzi Bro: routes 7,8	as bid
	Cost per man-hour overtime Saturday, Sunday or holiday	57.50	37	69	Super Express: routes 1,2,3 All American: routes 4,5,6,9,10 Nuzzi Bro: routes 7,8	as bid
	Cost for Stand-by per election 5:30 am to 9:30 pm	1,250	1,500	1,498	All American	1,250

Remarks

 Rep. Mem.

 Dem Mem.

Hereby certified 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.

Ad Content

Legal Notice # 21119059
NOTICE TO BIDDERS
Sealed Bids will be publicly
opened by the Nassau County
Board of Elections at its
office, 240 Old Country Road,
5th floor, Mineola, New York
11501, on Tuesday, October
6, 2015, before 4:45 P.M. for
furnishing:

TRUCKING OF VOTING
MACHINES - ALL ROUTES
Bid Security Required

The equipment that is sub-
ject for a bid will be available
for viewing on Monday, Sep-
tember 28, 2015, at 400 Coun-
ty Seat Drive, Mineola, Dock
Area.

All Bids must be made on
Board of Elections bidding
sheets only, which may be
obtained by calling (516)
571-2565, subject to all Coun-
ty terms, conditions and de-
tailed specifications and
must be returned no later
than 5:00 P.M. on Monday,
October 5, 2015, at the
Board of Elections.
Commissioners of Elections
County of Nassau
Dated September, 2015

NEWSDAY PROOF

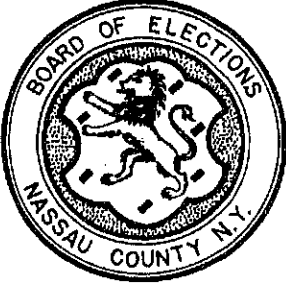
Advertiser: NASSAU COUNTY BOARD OF ELECT
Agency: NASSAU COUNTY BOARD OF ELECT
Ad Number: 0021119059
Start Date: 08/21/2015
End Date: 09/21/2015
Price: \$140.00
Ordered By: Legaladv@newsday.com

Phone: 5165712411
Contact: SONIA GUTIERREZ
Section: Legals
Class: 11100
Size: 1 x 35 Times: 1
Date: 9/18/2015
Zone(s): C-Nassau

Signature of Approval: _____

Date: _____

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK COUNTY OF NASSAU BIDS WILL BE RECEIVED AND OPENED AT The Administration Building Nassau County Board Of Elections 240 Old Country Road, 5 th Floor Mineola, New York 11501-4800		BID NUMBER
			BID OPENING DATE
	BUYER	TELEPHONE 516-571-2565	REQUISITION NUMBER
PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER			

BID TITLE

TRUCKING OF VOTING MACHINES

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

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

BY SUBMISSION OF THIS BID, THE 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 OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF: (A) 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 BIDDER OR WITH ANY COMPETITOR; (B) 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 (C) 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 WHERE (A), (B), (C) ABOVE HAVE NOT BEEN CERTIFIED TO; 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.

DELIVERY TO BE MADE TO

NASSAU COUNTY AS REQUIRED


GUARANTEED DELIVERY DATE

____ DAYS
AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX
IDENTIFICATION NUMBER

11-3545043

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

NAME OF BIDDER	NUZZI BROS. MOVING SERVICE INC
ADDRESS	[REDACTED]
CITY	[REDACTED]
TELEPHONE	[REDACTED]
SIGNATURE OF AUTHORIZED INDIVIDUAL	
	DOMINIC NUZZI PRES. PRINT OR TYPE NAME OF SIGNER AND TITLE

DESCRIPTION:

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

IMPORTANT REMINDER:

Each bidder shall submit with his offer at the date and time scheduled for bid opening, A CERTIFIED CHECK OR BID BOND payable to the County of Nassau in the amount of Twenty Five Hundred Dollars (\$2,500.00)

Bid document must be signed by proprietor, partner, or corporate officer authorized to sign for corporation.

Price schedule must be completed and submitted with bid.

Qualification statement must be completed and submitted with bid.

Business History form must be completed, attached as Appendix B, and submitted with bid.

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, attached as Appendix C, and submit with bid.

County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form, attached as Appendix D, must be completed and submitted with bid. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the bidder **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization, attached as Appendix E.

The proposer's exceptions to the bid requirements, if any.

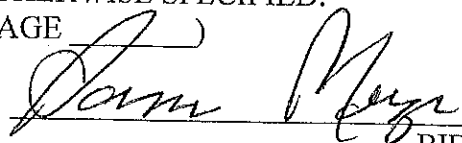
Additional information that you believe pertinent to the County's requirements.

Statement bidder has registered with the County as a vendor.

Contract Negotiations: The County intends to enter into contract negotiations with the selected bidders, who shall be required to enter into a written contract with the County in a form approved

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


BIDDER

by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix F attached hereto. This sealed bid and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein. The County reserves the right to negotiate the terms and conditions of the contract with the selected bidder(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a bidder nor the negotiation of the contract with such bidder(s) shall constitute the County's acceptance of the bidder or a binding commitment on behalf of the County to enter into a contract with such bidder(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

Iran Divestment Act Certification, attached as Appendix G, must be completed and attached to bid.

Living Wage Law Certificate of Compliance, attached as Appendix L, must be completed and attached to bid.

DEFINITIONS:

1. The term "County" as used herein shall be deemed as reference to the County of Nassau, State of New York.
2. 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 services specified herein in accordance with the terms of this agreement.
3. The term "Agency" as used herein shall be deemed as the Board of Elections.

SCOPE:

It is the INTENT of the Agency to properly describe by these specifications, terms and conditions an adequate method of providing a trucking service for Scanner (DS-200) and Auto Mark Device, associated equipment, and certain items of furniture so they may enjoy uninterrupted service in consideration for payment.

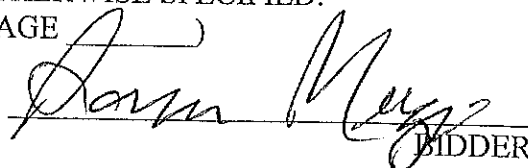
WORK TO BE PERFORMED FOR:

NASSAU COUNTY BOARD OF ELECTIONS
240 OLD COUNTRY ROAD, 5TH FLOOR

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BIDDER

MINEOLA, NEW YORK 11501-4800

GENERAL INFORMATION:

Questions pertaining to this bid should be directed to:
Messrs. Thomas McCormick and Scott Milano telephone number 516-571-2568, 2565

GENERAL CONDITIONS:

Contractor will furnish all labor, materials and transportation necessary.

Employees of the Contractor while on service shall carry suitable identification approved by the Commissioners of the Agency issued by Contractor and shall be instructed to submit same to scrutiny upon request by employees of the Agency and display at all times in the course of delivering and picking up machines.

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

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

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

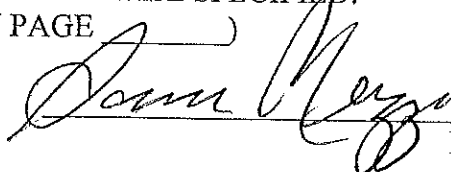
The bidder hereby guarantees:

- (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 Agency to pay the cost of such defense to the County.
- (b) To furnish adequate protection from damage for all work and to repair damages of any kind, for which they or their workmen are responsible, to the building or equipment, to

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY
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BIDDER

- their own work or the work of other contractors, or in the opinion of the Agency to pay for the same by deductions in payments due under this contract.
- (c) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Nassau and the State of New York.
- (d) That they will keep themselves 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 them, 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 their agents.

DESCRIPTION:

Each bidder MUST submit with their bid a list of the equipment owned and to be used for the operation, and if rented equipment is to be used, supply both a list of the equipment and a photo copy of the contract or lease.

Bids shall be presented as ROUTES. The bid for each and any route must be on a delivery and return basis. It should be understood that on certain routes certain stops will include the delivery and return of tables, chairs and privacy booths. These will be listed in the routes stops and must be included in the bid.

- BIDS MADE BY ROUTE SHALL BE ACCEPTED ONLY ON A PER SCANNER (DS-200) AND PER AUTO MARK DEVICE BASIS.

All bidders must submit under one corporate name; claims shall be submitted under the same corporate name.

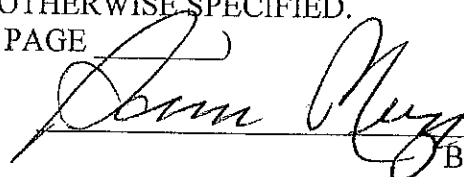
SPECIFICATIONS:

EQUIPMENT:

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BIDDER

NUZZI BROTHERS MOVING SERVICES, INC.

FAX:
PHONE:

9-28-15

EQUIPMENT LIST.

1999 INTERNATIONAL
2014 INTERNATIONAL
@)!@ INTERNATIONAL
2012

ALL TRUCKS ARE 26 FOOT LONG AND EQUIPTED WITH
POWER GATES.

IF ADDITIONAL VEHICLES ARE NEED WE HAVE A ACCOUNT WITH
HUB TRUCKS OF FARMINGDALE N.Y.

THANK YOU

DOMINIC NUZZI

PRES.

Vehicles used by Contractors for transportation of Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths, must be of a type that are permanently closed against the weather. Canvas tops or any other type of removable covering will not be acceptable.

The G.V.W. of each vehicle must exceed the total of its unladen weight plus the weight of its maximum capacity in Scanners (DS-200), Auto Mark Devices and equipment.

Vehicles should be equipped with a moveable, mechanical tailgate and ramp (for lowering Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths to street level and raising to re-load), plus equipment to chock, strap or otherwise secure Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths in transit.

The bed of the vehicle should be within twelve inches in height of the Agency loading dock which is forty-eight (48") inches from ground level.

ALL EQUIPMENT USED MUST MEET THE APPROVAL OF THE AGENCY COMMISSIONERS.

ROUTES:

The routes will be presented as lists showing Polling Place, Town, A.D., E.D., locations and communities.

It should further be understood that slight changes in the route may occur because of the splitting of election districts or a change or changes in the location of a polling place or a change in designation of A.D. and E.D. as a result of Legislative Reapportionment. The changes will be kept to a minimum, but the total number of EDs on a route and the locations of a polling places may be subject to alterations after contracts have been awarded.

The contract shall include delivery to Primary, General Election and any Special Election that may fall within the route area. It should be understood that the total amount of Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths may differ from one Election to the next.

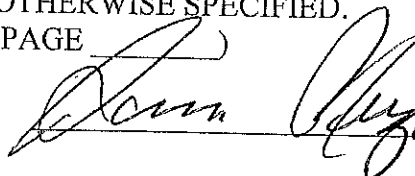
The Agency will provide all necessary information. Further, the amount of Scanners (DS-200) and Auto Mark Devices required for Primaries or Special Elections may drop dramatically to the extent that the Contractor contracted to a particular route may have as few as one, two, or three Scanners (DS-200) and Auto Mark Devices to deliver for the Primary or Special Elections.

The Contractor must respond by 9:00 A.M. of the next working day after receiving verbal notification by the Agency that Scanners (DS-200), Auto Mark Devices and other equipment for election districts in his route are ready for delivery. This will not be common practice, as the Board will make every attempt

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BIDDER

to provide advance notice based upon our setting schedule for Scanners (DS-200) and Auto Mark Devices.

The Contractor must understand that the Agency is not obligated to make all Scanners (DS-200) and Auto Mark Devices on his route available at one time. Scanners (DS-200) and Auto Mark Devices will be set in an order determined by the Agency's Planning Office.

A Contractor's access to the Agency warehouse will be limited to 7:00 A.M. to 5:00 P.M. for pick ups, and 7:00 A.M. to 9:00 P.M. for returns, Monday through Friday, excluding all legal holidays, for the pick-up of Scanners (DS-200), Auto Mark Devices, tables, chairs, privacy booths and return of the same.

Unless otherwise approved by Agency, the Contractor must return all Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths to the Agency warehouse not later than 3 (three) working days after the election, commencing not earlier than 7:00 A.M., of the 1st day after the election, in order of his choice unless he is given specific priorities by the Agency.

ALL CONTRACTORS ARE EXPECTED AND REQUIRED TO COMPLETE THEIR WORK AT THE EARLIEST POSSIBLE TIME.

It may become necessary that a Contractor be advised to deliver Scanners (DS-200) and Auto Mark Devices to certain polling place the day before an election and remove the day after an election. This information will be included in route breakdowns as it is known. The Agency reserves the right to include any other such conditional alterations as they occur.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE ALL ARRANGEMENTS WITH POLLING PLACES REGARDING THE DELIVERY. ASSISTANCE WILL BE GIVEN BY THE PLANNING OFFICE IN THIS AREA IN THE FORM OF READY INFORMATION SUCH AS ADDRESSES, DISTRICT CLERKS, ETC. BUT IT REMAINS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE ALL PHONE CALLS, ALL CONTACTS, TO INSURE PROMPT DELIVERY AND REMOVAL OF SCANNERS (DS-200), AUTO MARK DEVICES, TABLES, CHAIRS AND PRIVACY BOOTHS.

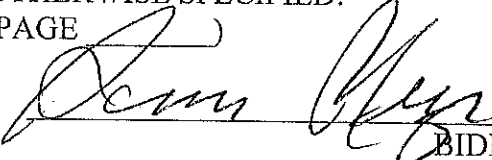
All paperwork assigned to Contractors by the Agency must be accurately completed to the satisfaction of the Planning Office.

SECURITY:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY
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BIDDER

Once the Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths are loaded onto a Contractor's vehicle(s), the vehicle shall not be left unlocked and unattended for any significant length of time. If the vehicle's driver has to stop (for a rest break, to eat, to deliver another device, etc.), he or she shall never leave the vehicle unlocked and shall use his or her best effort to keep the vehicle in sight.

If at any point during transport the driver needs to be excused from this delivery route (shift end, illness, etc.), the route shall be resumed by, and custody and control shall be assigned to another responsible driver. Upon all such changes, the relinquishing and accepting drivers shall complete the appropriate paperwork provided by the agency.

NOTE:

The trucking work to be performed under any contract resulting from this bid is subject to New York State Labor Law, prevailing wage. Furthermore, to the extent applicable, the bidder represents that it is in compliance with the provisions of Local Law No. 9-2002, "Apprenticeship Training Programs for County Contracts," including having apprenticeship programs appropriate to the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law.

No contract (route) may be sublet without written consent of the Agency Commissioners, but bidders should anticipate that such consent will not routinely be given and except in situations the Commissioners of Elections deem an emergency, will be denied. IN THE EVENT THAT A SUBLET CONTRACT IS FOUND ACCEPTABLE, THE SUB-CONTRACTOR MUST MEET ALL CRITERIA REQUIRED BY CONTRACTORS.

The bidder warrants that he is not in arrears to the County of Nassau upon debt or contract and is not in default as surety, contractor, or otherwise, upon any obligation to the County.

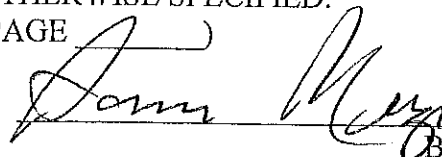
Tax Provision: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538, State Exemption #EX 7213062C. The County of Nassau is not subject to any existing "Fair Trade Agreements" and bidders should be governed accordingly.

Ordinance # 72-2014: The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, 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 the Ordinance. Further details about the registration process may be found at: <https://eproc.nassaucountyny.gov/SupplierRegister>.

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BIDDER

PERIOD COVERED:

Shall be from the effective date of the contract and shall run for a period of one (1) year with the option to renew for two (2) additional one (1) year periods to be exercised by the Agency Commissioners, subject to the availability of funds under the annual appropriation ordinance.

PRICES:

Prices shall remain firm for the first year of the contract and no upward escalation will be permitted. Increases in labor and/or materials costs and insurance premiums may be considered provided they are based on certified labor contracts, uncontrollable material costs which can be verified in national publications or other increases auditable by the County or insurance rate increases which are documented by the agent or insurance carrier. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Agency Commissioners. The decision as to whether or not such increases will be granted shall be made by the Commissioners and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or give written notice of termination, no less than sixty (60) days before any primary or general election, upon receipt of which the contract will be re-bid.

INSURANCE AND WORKERS' COMPENSATION:

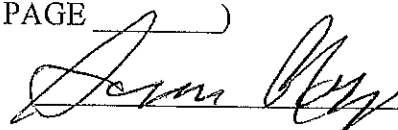
1. The contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of this contract, a policy of comprehensive and general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured, including but not limited to, the torts and negligence of Contractors personnel, with a combined single limit of three million dollars for bodily injury or property damage for any one occurrence at the Contractor's sole cost and expense. The policy must provide for full liability coverage for property damage. Any policy which provides for or covers property damage on a per pound basis will result in termination of the agreement with the Contractor without further notice. The certificate of such insurance shall be delivered to the Agency Commissioners at the time the Contractor delivers the performance bond.
2. The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
3. All insurance coverage as stipulated herein shall be subject to the approval of the County.

PERFORMANCE BOND:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY
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BIDDER

In the event that an award is made hereunder, the Agency Commissioners require the successful bidder to post within one week, a performance bond for five thousand (\$5,000.00) dollars per route or other collateral approved by the Commissioners, in lieu thereof, as 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 default on the part of the bidder. Such bond must meet all the requirements of the County Attorney and be approved by the County Attorney.

AWARD:

If any, award will be made to the lowest responsible bidder, who, in the opinion of the Agency Commissioners meets the specifications and qualifications stated herein. The award will be in the form of a Contract, which, when issued and executed by the Agency, with all other requisite County and other governmental approvals, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid.

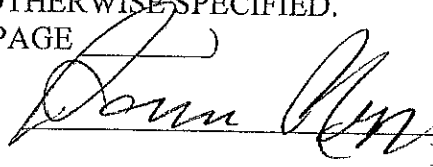
PAYMENT:

County claim forms shall be submitted in arrears, directly to the using Agency with invoices, supported by vouchers signed by Agency personnel attesting to the satisfactory completion of the required services as specified.

This bid, and any contract awarded hereunder, is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-24 of the Administrative Code of the County of Nassau and the provisions of the Anti-Discrimination Order of the County of Nassau.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY
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BIDDER

PRICE SCHEDULE

DELIVERY AND RETURN
COST PER SCANNER (DS-200)

Route # 1	\$ <u>96.00</u>	Scanner (DS-200)
Route #2	\$ <u>75.00</u>	Scanner (DS-200)
Route #3	\$ <u>75.00</u>	Scanner (DS-200)
Route #4	\$ <u>76.00</u>	Scanner (DS-200)
Route #5	\$ <u>76.00</u>	Scanner (DS-200)
Route #6	\$ <u>76.00</u>	Scanner (DS-200)
Route #7	\$ <u>40.00</u>	Scanner (DS-200)
Route #8	\$ <u>42.00</u>	Scanner (DS-200)
Route #9	\$ <u>76.00</u>	Scanner (DS-200)
Route #10	\$ <u>76.00</u>	Scanner (DS-200)

PRICE SCHEDULE

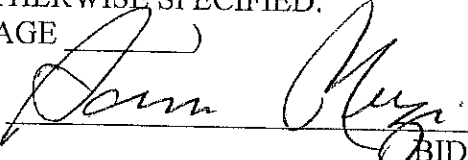
DELIVERY AND RETURN
COST PER AUTO MARK

Route # 1	\$ <u>96.00</u>	Auto Mark
Route #2	\$ <u>80.00</u>	Auto Mark
Route #3	\$ <u>80.00</u>	Auto Mark
Route #4	\$ <u>80.00</u>	Auto Mark
Route #5	\$ <u>80.00</u>	Auto Mark
Route #6	\$ <u>80.00</u>	Auto Mark

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY
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BIDDER

Route #7 \$ 50.00 ~~75.00~~ Auto Mark
Route #8 \$ 60.00 Auto Mark
Route #9 \$ 80.00 Auto Mark
Route #10 \$ 80.00 Auto Mark
Cost of delivery and return
per table for any route \$ 9.00
Cost of delivery and return
per chair for any route \$ 6.00
Cost of delivery and return
per privacy booth for any route \$ 13.00
Cost per man-hour overtime
Monday through Friday \$ 37.00 per man-hour
Cost per man-hour overtime
Saturday, Sunday or Holidays \$ 37.00 per man-hour
STAND-BY on Election Day
One contractor to be station at agency
during the hours of 5:00 a.m. to 9:30 p.m. \$ 1600.00 per truck, per election

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY
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BIDDER SIGN HERE →

Sam Meyer
BIDDER

ADDRESS:

TELEPHONE: _____

- PRESIDENT: DOMINIC NUZZI

MICHELLE NIZZI

SECRETARY:

TREASURER:

~~MICHAEL NUZZI~~

PARTNERS:

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY
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BIDDER

6. IN WHAT OTHER LINE OF BUSINESS ARE YOU OR YOUR FIRM FINANCIALLY ENGAGED?

none

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

INDIVIDUAL'S NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE & TYPE OF WORK	IN WHAT CAPACITY
DOMINIC NUZZI	PRES.	\$)	VOTING MACHINES	SUPERVISOR
TIM WILLIAMS	DRIVER	1)	VOTING MACHINES	DRIVER

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

VISUAL SURVEY AND MEETINGS WITH BOE PERSONALL

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL BE PERSONALLY SUPERVISED BY WHOM? GIVE NAME, ADDRESS, AND PRESENT POSITION.

DOMINIC NUZZI pres.

10. LIST THE PROJECTS WHICH YOUR FIRM HAS UNDER CONTRACT OR HAS PERFORMED IN THE PAST THREE YEARS WHICH YOU FEEL WILL QUALIFY YOU FOR THIS TYPE OF WORK:

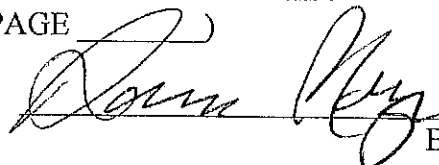
TYPE OF WORK	DATE PERFORMED	APPROX. CONTRACT AMT.	NAME & ADDRESS OF CONTRACTING OFFICE
<u>voting machines</u>	<u>30 years</u>		<u>BOE PERSONALL</u>

(Use Additional Blank sheets if additional space is necessary)

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WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

APPENDIX B

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 9-28-15

1) Bidder's/Proposer's Legal Name: NUZZI BROS. MOVING SERVICE INC.

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

3) Mailing Address (if different): [REDACTED]

Phone : [REDACTED]

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: [REDACTED]

6) The bidder/proposer is a (check one): Sole Proprietorship Partnership
 Corporation x Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes No xx If Yes, please provide details:

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[Signature]
BIDDER

- 8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____

- 10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

- 11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

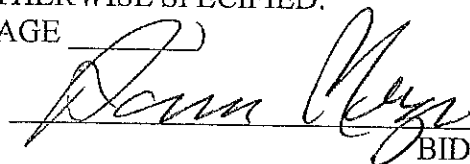
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

- 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

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BIDDER

limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____

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? No ☒ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ☒ Yes ___ If Yes, provide details for each such charge. _____

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? No ☒ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

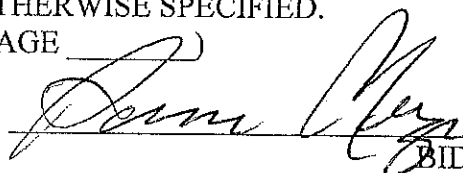
No ☒ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ___ If Yes, provide details for each such occurrence. _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY
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BIDDER

- 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? No X Yes ____; If Yes, provide details for each such instance. _____

- 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? No X Yes ____ 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. _____

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:

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

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

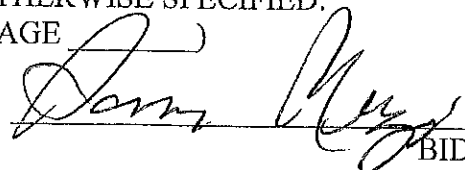
(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

- 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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY
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BIDDER

limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____

- 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? No ☒ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ☒ Yes ___ If Yes, provide details for each such charge. _____

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? No ☒ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

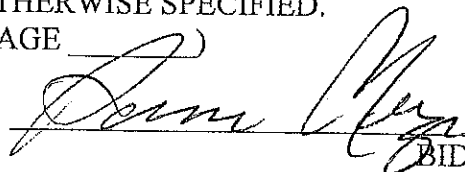
No ☒ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ___ If Yes, provide details for each such occurrence. _____

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BIDDER

- 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? No X Yes ____; If Yes, provide details for each such instance. _____

- 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? No X Yes ____ 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. _____

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:

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

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

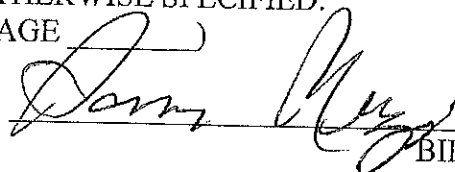
(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

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.

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BIDDER

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company BOARD OF ELECTIONS

Contact Person HANS LIPOVEC

Address 400 COUNTY SEAT DRIVE

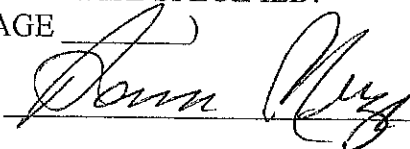
City/State MINEOLA N.Y.

Telephone 516-571-1634

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BIDDER

NUZZI BROTHERS MOVING SERVICES, INC.

[REDACTED]
FAX: [REDACTED]
PHONE: [REDACTED]

9-28-15

NASSAU COUNTY BOARD OF ELECTIONS

RESUME OF NUZZI BROS. MOVING SERVICE.

PERSONS OF FINANCIAL INTEREST DOMINIC NUZZI
 MICHELLE NUZZI
RESIDING AT [REDACTED]

OFFICERS OF COMPANY DOMINIC NUZZI PRES.
 MICHELLE NUZZI TREAS.
 MICHAEL NUZZI SEC.

ALL RESIDING AT [REDACTED]

inc. in the state of new york

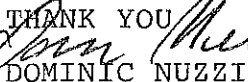
FIRM EMPLOYES 6 full time employees.

REVENUE OF FIRM APPROXIMATES 175, 000. 00

I HAVE PERSONALLY BEEN INVOLVED IN TRANSPORTING VOTING MACHINES
FOR OVER 35 YEARS. NUZZI BROS. HAVE BEEN TRANSPORTING MACHINES
FOR 15 YEARS . WE HAVE SERVICED GENERAL ELECTION MACHINES
AND SPECIAL ELECTIONS.

YOU NEED GO NO FURTHER THEN THE EMPLOYEES OF BOE WHO HANDLE MACHINES
TO ATTEST FOUR OUR DEGREE OF SERVICE.

I HAVE ATTACHED COPY OF N.Y. STATE LICENSE.

THANK YOU

DOMINIC NUZZI

PRES.

FILING RECEIPT

ENTITY NAME: NUZZI BROTHERS MOVING SERVICE, INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS)

COUNTY: NASS

SERVICE COMPANY: COLBY ATTORNEYS SERVICE COMPANY

SERVICE CODE: 08 *

FILED:05/04/2000 DURATION:PERPETUAL CASH#:000504000743 FILM #:000504000718

ADDRESS FOR PROCESS

EXIST DATE

THE CORPORATION
28 MARIETTA DRIVE
WESTBURY, NY 11590

05/04/2000

REGISTERED AGENT

STOCK:

200 NPV



FILER	FEES	160.00	PAYMENTS	160.00
DANIEL SAMETA, CPA	FILING	125.00	CASH	0.00
1456 DEER PK AVE.	TAX	10.00	CHECK	0.00
	CERT	0.00	CHARGE	0.00
	COPIES	0.00	DRAWDOWN	0.00
N. BABYLON, NY 11703	HANDLING	25.00	BILLED	160.00
			REFUND	0.00

Fax # 516-571-2534

E-Mail Address _____

Company VILLAGE OF MINEOLA

Contact Person 155 WASHINGTON AVE. JOSEPH R. SCALERO

Address MINEOLA N.Y. 11501

City/State _____

Telephone 516-746-0750

Fax # 516-746-5602

E-Mail Address _____

Company INC. VILLAGE OF FLORAL PARK

Contact Person SUSAN E. WALSCH

Address ONE FLORAL BLVD.

City/State FLORAL PARK N.Y. 110-02

Telephone 516-326-6300

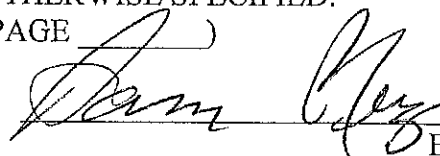
Fax # 516

E-Mail Address WWW.FPVILLAGE.ORG

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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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Dominic Nuzzi, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30 day of Sept

2015

BARBARA BOTWINICK
Notary Public, State of New York
No. 01805074354
Qualified in Nassau County
Commission Expires March 10, 2017

Notary Public

Barbara Botwinick

Name of submitting business: NUZZI BROS. MOVING SERVICE INC?

By: DOMINIC NUZZI

Dominic Nuzzi
Print name
Signature

PRES.

Title

9/30/15
Date

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Dominic Nuzzi
BIDDER

APPENDIX C

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name DOMINIC NUZZI
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address same
City/state/zip same
Telephone [REDACTED]
Other present address(es) [REDACTED]
City/state/zip [REDACTED]
Telephone [REDACTED]
List of other addresses and telephone numbers attached

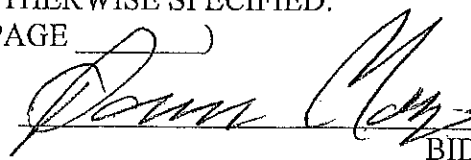
2. Positions held in submitting business and starting date of each (check all applicable)

President 06/04/2000 Treasurer 06/04/2000
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary 06/04/2000
Chief Financial Officer / / Partner / /
Vice President / / / /

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY
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BIDDER

(Other)

3. Do you have an equity interest in the business submitting the questionnaire? NO X YES ____ 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? NO X YES ____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ____; 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? NO X YES ____ 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.

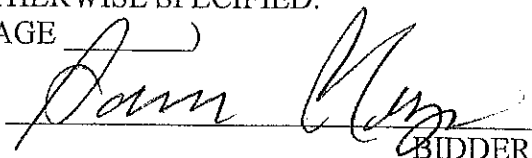
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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? NO X YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ____ If Yes, provide details for each such instance.
 - 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? NO X YES ____ If Yes, provide details for each such instance.
 - 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

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BIDDER

affect such business's ability to bid or propose on contract? NO X YES ____
____ If Yes, provide details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

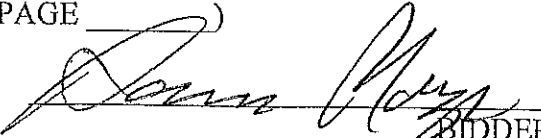
- a) Is there any felony charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
- 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? NO X YES ____ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO A YES ____ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ____ If Yes, provide details for each such occurrence.

9. 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? NO X YES ____ If Yes, provide details for each such investigation.

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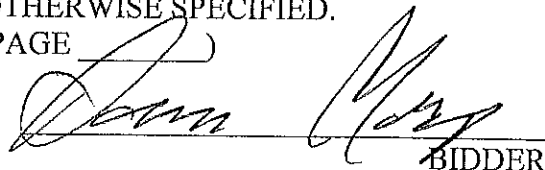

BIDDER

10. 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? NO X YES ____ If Yes; provide details for each such investigation.
11. 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? NO X YES ____ If Yes; provide details for each such instance.
12. 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? NO X YES ____ If Yes, provide details for each such year.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY
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BIDDER

CERTIFICATION

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I, Dominic Nuzzi, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30 day of Sept 2015

Notary Public, State of New York

No. 01805074354

Qualified in Nassau County

Commission Expires March 10, 2017

Barbara Botwin

Notary Public

NUZZI BROS. MOVING SERVICE INC.

Name of submitting business

DOMINIC NUZZI

Print name

Signature

PRES.

Title

Date

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Dominic Nuzzi

BIDDER

APPENDIX D

COUNTY OF NASSAU

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

1. Name of the Entity: NUZZI BROS. MOVING SERVICE INC.
Address: [REDACTED]
City, State and Zip Code: [REDACTED]
2. Entity's Vendor Identification Number: 11-354 5043
3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (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):

DOMINIC NUZZI

MICHELLE NUZZI

MICHAEL NUZZI

ALL ABOVE RESIDE AT [REDACTED]

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

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[Signature]
BIDDER

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.

DOMINIC NUZZI

MICHELLE NUZZI

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

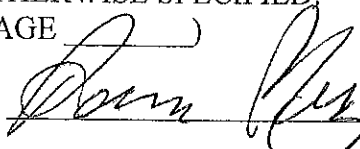
NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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,

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employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

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

NONE

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

NONE

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

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

Dated: 9/26/15

Signed: 

Print Name: Dominick W. 0277

Title: PFS

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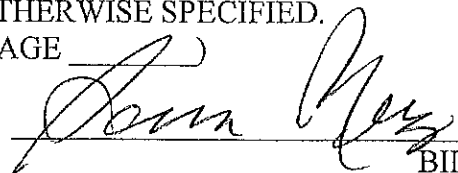
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The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but 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.

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APPENDIX E

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. 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.

No 12

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

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

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[Signature]
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Page 2 of 4

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

None

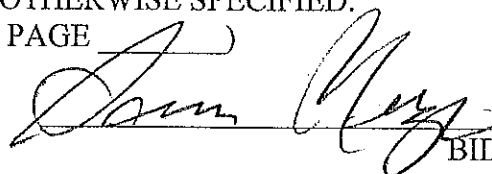
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

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Page 3 of 4

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.

Dated: 9/28/15

Signed 

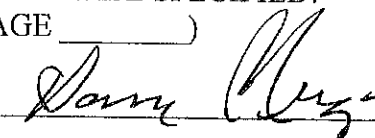
Print Name Dominic Pizzini

Title: Pres

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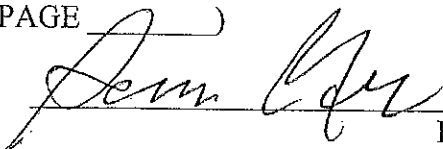
Page 4 of 4:

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.

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APPENDIX F

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), (i) be deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

2. **No Arrears or Default.** The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

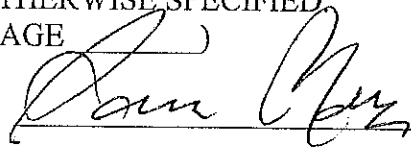
3. **Compliance with Law.** (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure

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such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

4. Minimum Service Standards. Regardless of whether required by Law:

- (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. Indemnification; Defense; Cooperation.

- (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and

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against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

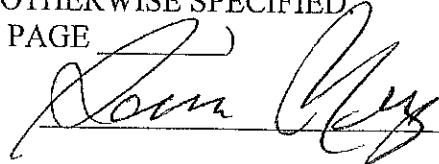
6. Insurance and Bonds. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable

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to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department, not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverage shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) Performance Bond. Contractor agrees to obtain and keep in force at all times during the life of this agreement and any renewals of extensions thereof, a bond or other collateral to secure the faithful performance of this Agreement in the sum of Five Thousand (\$5,000.00) Dollars per route with the understanding that the whole or any part thereof may be used by the County to supply any deficiency that may arise from default on the part of the bidder.

7. Assignment; Amendment; Waiver; Subcontracting.

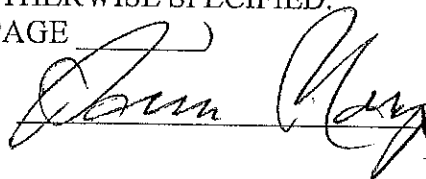
(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

8. Work Performance Liability.

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The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

9. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

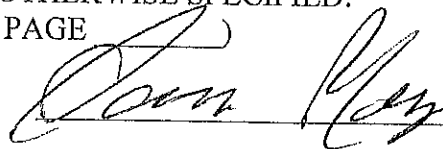
(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the

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Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

10. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

11. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

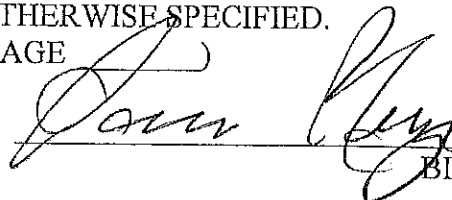
(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

12. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or

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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.

13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

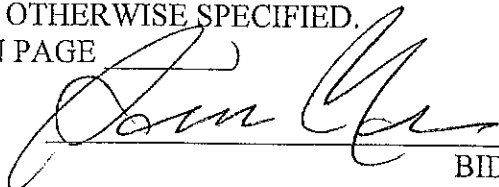
14. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Fifty dollars (\$150.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160

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\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

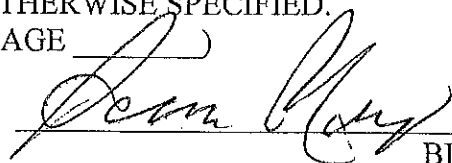
15. Executory Clause. Notwithstanding any other provision of this Agreement:

- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

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Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

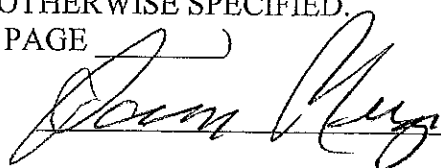
(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(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

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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.

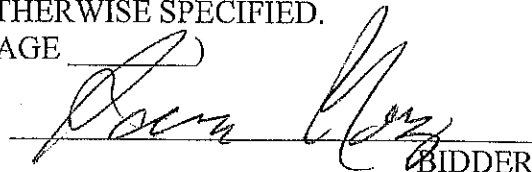
(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-

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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:

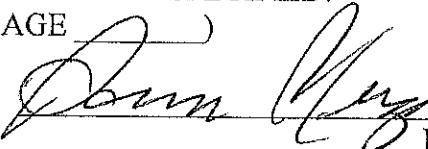
- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director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

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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 therefor 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 a 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.

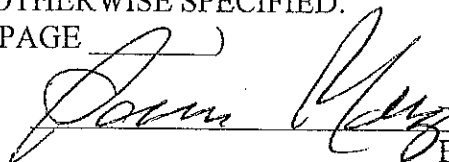
As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for 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,

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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.

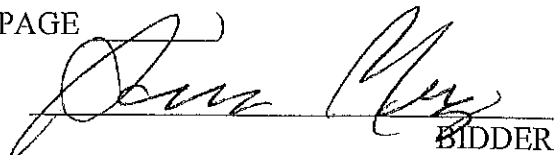
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- 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

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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 good faith 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.

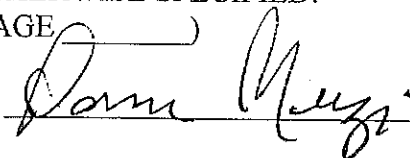
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

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.

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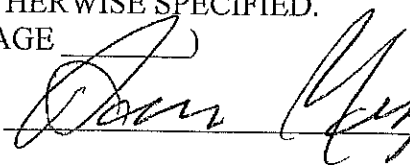

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Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the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

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Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

DOMINIC NUZZI (Name)

[REDACTED] (Address)

[REDACTED] (Telephone Number)

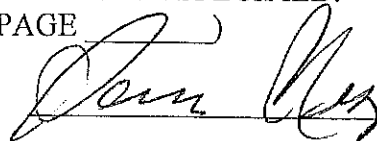
2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:
- _____

4. 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 Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety

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and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder 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.

9/30/15

Dated

Signature of Chief Executive Officer

DOMINIC NUZZI

Name of Chief Executive Officer

Sworn to before me this

30 day of Sept

, 2015
BARBARA BOTWINICK
Notary Public, State of New York
No. 01B05074354
Qualified in Nassau County

Commission Expires March 10, 2017

Notary Public

Barbara Botwinick

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Dominic Nuzzi
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Appendix G
Iran Divestment Act – Certification

Pursuant to New York State Finance Law Section 165-A, Iran Divestment Act of 2012, the Office of General Services is required to post on its website a list of persons who have been determined to engage in investment activities in Iran (the "List"), as defined in that Act. Under Public Authorities Law Section 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a contract unless it obtains a certification from a bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a contract, on a case by case basis if the bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

The Certification is as follows:

____ (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

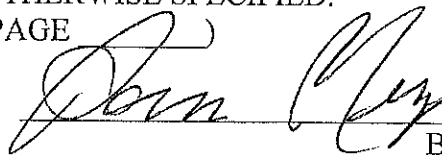
____ (b) A bid shall not be considered for award nor shall any award be made where the condition set forth in paragraph a of this subdivision has not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification and would like to be considered for award, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. An award may be made to a bidder who cannot make the certification pursuant to paragraph (a) of this subdivision on a case-by-case basis if:

(1) The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the

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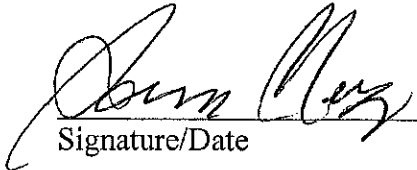
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investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The County makes a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

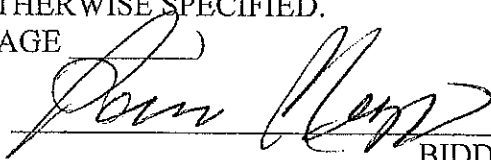
 9/28/18
Signature/Date

DOMINIC NUZZI PRES.
Print Name and Position

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FROM NUZZI...PROS...MOVING SERVICE INC.



R U S H FORMAL BID

BID NO.

PROPOSALS FOR

OPENING DATE

AT 11:00 A.M.

PA30 5M10/00

Nassau County Board of Elections
240 Old Country Rd - 5th Floor
Mineola, NY 11501

2015 OCT - 2 P 12: 31
BOA - ELECTIONS
NASSAU COUNTY