

#### Department: Board of Elections

E-92-17

#### **Contract Details**

SERVICE Trucking Voting Machines

NIFS Entry Date: Term: from <u>01/01/17</u> to	12/31/17	
1) Mandated Program:	Yes 🗌	No 🔲
2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
3) CSEA Agreement § 32 Compliance Attached:	Yes 🗌	No 🗌
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🗌	No 🗌
5) Insurance Required	Yes 🛛	_n9 □
	1) Mandated Program:     2) Comptroller Approval Form Attached:     3) CSEA Agreement § 32 Compliance Attached:     4) Vendor Ownership & Mgmt. Disclosure Attached:	1) Mandated Program:  2) Comptroller Approval Form Attached:  3) CSEA Agreement § 32 Compliance Attached:  4) Vendor Ownership & Mgmt. Disclosure Attached:  Yes □  4) Vendor Ownership & Tomack Mgmt. Disclosure Attached:

### **Agency Information**

Name	Vendor ID#
NUZZI BROS. MOVING SVS, INC.	11-3545043
Address	Contact Person
8 MEADOWRIDGE LANE	DOMINIC NUZZI
GLEN HEAD, NY 11545	
	Phone
	516-729-2992

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

### **Routing Slip**

DATE, Rec'd,	DEPARTMENT	Internal Verification		DATE Appy'd& Fw'd		SIGNA	TURE	4, 24 57	Leg. Approval Required	
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)			4/	and the same of th			he pu	~~
		Contractor Registered		-	SH		Me 1	221	1 Sim H	e-
2/4/17	OMB	NIFS Approval (Contractor Registered)	Ø	2/12/17	1	M	)-{{	7	Yes No Not required if blanket resolution	
2/22/17	County Attorney	CA RE & Insurance Verification		2/27/1	10	( Ca	ustr	 공		
2/23/1	County Attorney	CA Approval as to form		2/33/	N	Rie	D		Yes No 🖳	
18/1	Legislative Affairs	Fw'd Original Contract to CA		s/2gn		1			andria andri	
\	County Attorney	NIFS Approval		1 - 6		/!				د
	Comptroller	NIFS Approval				01			76	No.
3/17/17	County Executive	Notarization Filed with Clerk of the Leg.		/13/n	(	H				<b>.</b>





#### **Contract Summary**

Contrac	t Sullilli	iaiy	FNE			
Description:				<del></del>		
Purpose:						
TRUCKING V	OTING MACH	UNES (AUTOMARKS AND OT	HER ELECTION SUP	PLIES) FOR	SPECIAL, PRIMARY AND GENE	CRAL ELECTIONS.
Method of Prod	urement:	_				
BID CONTRA	CT					
Procurement H	listory:					
FORMAL SEA	LED BID					
Description of	General Provisi	ons:		<del> </del>		
DELIVERY AND ROUTE 7 AND		OF VOTING MACHINES (AUT	OMARKS AND OTHE	R ELECTION	N SUPPLIES )	
GEN EL 3000 7 Dollar amount Dollar amount	TO PAY FOR S TO PAY FOR P approved for th approved for th to be encumber	SPECIAL AND GENERAL ELE PRIMARY ELECTIONS to 3 year life of this contract is \$2 to period of 1/1/17 to 12/31/17 \$7: ted this advisement is \$56,740.00	293,904.00 3,476.00	nary and Gend	eral Elections does not exceed appro	oved amount.
Recommendati	on: (approve as	submitted)		·		
Advisen	nent Info	ormation				
BUDGET	ČODES:	FUNDING SOURCE	AMOUNT	LINE	a INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue Contract	XXXXXXX	3	ELGEN2000 DE500	\$33,246.00
Control:	30 &20	County	\$56,740.00	4	ELGEN3000 DE500	\$23,494.00
Resp: 3000	& 2000	Federal	\$		777 ,	\$
Object:	DE 500	State	\$	A many and but a sec	2 9 male 3/27	\$ \$
Transaction:	\$56,740	Capital	\$			
		Other	\$			\$
:=2 RENEV	YALS: 15	TOTAL	\$56,740.00		TC	OTAL \$56,740.00
% Increase						•
% Decrease		Document Prepared By:	NIA GUTIERREZ		Dat	re:
Webberseyeta a basis of the	2000 1 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	and the second s				
	NIFS Certifi	cation 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Comptroller Certi	fication	County Execut	ive Approval

i certify that this document was accepted into NIFS.	present in the appropriation to be charged.	
Name	Name	Date 3/11/12
Date	Date	(For Office Use Only)

#### RULES RESOLUTION NO. -2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO 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 an amendment to 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 amendment to the agreement with Nuzzi Bros. Moving Service, Inc.



### Nassau County Interim Finance Authority

#### Contract Approval Request Form (As of January 1, 2015)

1. Vendor:	Nuzzi Bros. Moving Svs,	Inc.			
2. Dollar amount re	quiring NIFA approval: \$	293,904.00 (FOR	R LĪFĖ OF C	ONTRACT)	
Amount to be end	cumbered: \$ 56,740.00				
This is a	New Contract Advise	ement 🖊 Am	endment		
If advisement - NIFA	ount should be full amount of cont only needs to review if it is increas unt should be full amount of amen 1/1/16 through 12/31/16 with opti this amendment for one year ren	sing funds above to adment only ion to renew for 2	2 additional 1		ed by NIFA
·	es on this contract commenced?		✓	No	
If yes, please explai	n:	<del></del>		-	
4. Funding Source:	***				
General Fund Capital Impro	(GEN) vement Fund (CAP)	Grant Fund (GF	RT) Federal % State % County %		
	r the full amount of the contract? re a future borrowing?		Yes -	No	
Has the County Legisla	ture approved the borrowing?	<u>√</u>	_ Yes _	No	N/A
Has NIFA approved the borrowing for this contract?			Yes	No	N/A
5. Provide a brief de	escription (4 to 5 sentences) o	of the item for v	which this a	pproval is requ	iested:
	Dept is responsible for delivery and technicles to provide this service.				
6. Has the item req	uested herein followed all pro	oper procedur	es and there	by approved b	y the:
Nassau County Atto Nassau County Con	orney as to form nmittee and/or Legislature	Yes	No	N/A N/A	
Date of approval	(s) and citation to the resolut	tion where app	roval for th	is item was pro	ovided:
E-50 - 16					
CQEL16000001 \$21,084	acts (with dollar amounts) wi	ith this or an af	filiated par	ty within the p	rior 12 months:

#### 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. REP MEM Signature Louis G. Savinetti Title Print Name 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. Regarding funding, please check the correct response: 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. Budget is available and funds have been encumbered but the project requires NIFA bonding authorization Signature Title Date Print Name NIFA Amount being approved by NIFA: \_\_\_ Signature Title Date

NOTE: All contract submissions MUST include the County's own routing slip, 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 Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Print Name

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: <u>NUZZI BROS. MOVING SVS, INC.</u>
CONTRACTOR ADDRESS: <u>8 MEADOWRIDGE LN, GLEN HEAD, NY 11545</u>
FEDERAL TAX ID #:11-3545043
Instructions: Please check the appropriate box ("\overline{\text{\text{\text{Instructions:}}}} 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 <u>January 6, 2016</u> [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 <u>Formal sealed bid 10/6/15</u>
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.
$\Box$ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
<b>B.</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 119-0, 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. 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

<u>NOTE:</u> 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. 309/15

# BOARD OF ELECTIONS COUNTY OF NASSAU



TO:

George Maragos, County Comptroller

FROM:

Louis G. Savinetti, Republican Commissioner

David J. Gugerty, Democratic Commissioner

DATE:

February 3, 2017

SUBJECT: JUSTIFICATION

Attached please find a Contract Summary document number CLEL17000002 For Nuzzi Bros. Moving Service, Inc., extending the term for one additional year, January 1, 2017, to December 31, 2017, as agreed on December 30, 2015, see attached. We are also encumbering funds for the 2017 elections.

Please note that the amount on the advisement is not raising the maximum amount of compensation for contract number CQEL16000001 of Two Hundred Ninety-Three Thousand Nine Hundred-Four Dollars (\$293,904.00) nor raising the maximum amount to be paid for the term of January 1, 2017, to December 31, 2017, of Seventy-Three Thousand Four Hundred Seventy-Six Dollars (\$73,476.00) which remain at the rate listed in the agreement.

Sincerely,

Louis @ Savinetti

Republican Commissioner

₋GŠ/ÐJG:smg

David J. Gugeri

Democratic Commissioner

#### Exhibit A



### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or ( years prior to the date of this disclosure a campaign committees of any of the follo- committees of any candidates for any of	ers of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County coller, the District Attorney, or any County Legislator?
NONE	
<ol><li>VERIFICATION: This section must Vendor authorized as a signatory of the f</li></ol>	be signed by a principal of the consultant, contractor or irm for the purpose of executing Contracts.
The undersigned affirms and so swears the statements and they are, to his/her knowl	nat he/she has read and understood the foregoing edge, true and accurate.
The undersigned further certifies and affi identified above were made freely and w benefit or in exchange for any benefit or	irms that the contribution(s) to the campaign committees ithout duress, threat or any promise of a governmental remuneration.
Dated: april 7, 2017	Vendor: NUZZI BROTHERS MOVING SERVICE, INC.  Signed: DOMINIC NUZZI  Print Name:
	T:41 PRESIDENT

Exhibit B



#### COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
NONE
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):  NONE
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:  NONE

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
The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
NONE

- 6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
- 7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE			
	-		
I understand that copies of the Information Technology ("IT") to be	uis form will be sen posted on the Count	it to the Nassau County Department y's website.	of
I also understand that upon t give written notice to the County Atto	ermination of retain orney within thirty (	ner, employment or designation I m 30) days of termination.	ıust
VERIFICATION: The undersigned a the foregoing statements and they are	ffirms and so swears , to his/her knowled	s that he/she has read and understood ge, true and accurate.	
The undersigned further certifies and listed above were made freely and wibenefit or in exchange for any benefit	thout duress, threat		<u>ees</u>
benefit of in exchange for any benefit	or remuneration.	$\Omega$ $\Omega_2$	
Dated: april 7, 2017	Signed:	Ham Very	<u> </u>
	Print Name:	DOMINIC NUZZI	
	Title:	PRESIDENT	

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

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

#### PRINCIPAL QUESTIONNAIRE FORM

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

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

	3.,	Principal Name DOMINIC NUZZI
		Date of birth 02 / 08 / 41
		Home address 8 MEADOWRIDGE LANE
		City/state/zip GLEN HEAD, NY 11545
		Business address SAME
		City/state/zip
		Telephone 516 729-2992
		Other present address(es)
		City/state/zip
		Telephone
		List of other addresses and telephone numbers attached
	2.	Positions held in submitting business and starting date of each (check all applicable)
		President 05 / 04 / 2000 Treasurer / /
		Chairman of Board// Shareholder//
		Chief Exec, Officer 06 / 04 / 2000 Secretary 05 / 04 / 2000
		Chief Financial Officer / / Partner / /
		Vice President / /
		(Other)
nitial: <u>DM</u> Date: <i>G  b  </i>	- 3.	Do you have an equity interest in the business submitting the questionnaire?  YES X NO If Yes, provide details. 100% share holder
- f. f blad	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? YESNO $\times$ 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? YES NO $\times$ _; If Yes, provide details.

6.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES NO X_ provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy oriate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO _X
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO $\underline{\times}$ 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? YES NO $\underline{\times}$ 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 affect such business's ability to bid or propose on contract? YES NO _X If Yes, provide details for each such instance.
8.	bankru the par bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\underline{x}$ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO $\underline{X}$ If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO $\underline{X}$ 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? YES NO $\frac{X}{X}$ If Yes, provide details for each such conviction.

	0)	misdemeanor?
		YES NO $\frac{x}{x}$ 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? YES NO $\underline{X}$ If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X If Yes, provide details for each such igation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, and but not limited to federal, state, and local regulatory agencies while you were a ball owner or officer? YES NO $\times$ If Yes; provide details for each such gation.
11.	respor procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO $\frac{X}{X}$ If Yes; e details for each such instance.
12,	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO $\times$ If Yes, provide details for each such

#### CERTIFICATION

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

I, DOWING NUCCI, 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 7 day of April

KATHRYN R. WEBER NOTARY PUBLIC-STATE OF NEW YORK No. 01WE6279807 Qualified in Nassau County

My Commission Expires April 15, 2017

btary Public

NUZZI BROTHERS MOVING SERVICES, INC

Name of submitting business

DOMINIC NUZZI

Print name

Signature

PRESIDENT

Title

1 71 2017

#### PRINCIPAL QUESTIONNAIRE FORM

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

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

1.	Principal Name MICHAEL NUZZI
	Date of birth 01 /20 / 1975
	Home address 8 MEADOWRIDGE LANE
	City/state/zip GLEN HEAD N.Y. 11545
	Business address 8 MEADOWRIDGE LANE
	City/state/zipGLEN HEAD N.Y. 11545
	Telephone 516-659-2236
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
≥.	Positions held in submitting business and starting date of each (check all applicable)  President/ _
3,	Do you have an equity interest in the business submitting the questionnaire? YES NO 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 questionneire? YES NO If Yes, provide details.
<b>5</b> .	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? YES NO If Yes, provide details.

6,	. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO X If Yes, provide details.					
Pro	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 organi	past (5) years, have you and/or any affitiated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer.				
	<b>3</b> ,	Been debarred by any government agency from entering into contracts with that agency?  YES NO X 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? YES NO $X$ If Yes, provide details for each such instance.				
	Ö.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO X If Yes, provide details for each such instance.				
	ď.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.				
8.	the par bankru any su initiate questio	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is checked now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES", if you need more space, photocopy the appropriate page and it to the questionnaire.)				
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.				
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.				
	c)	Is there any administrative charge pending against you? YES NO 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? YES NO/ 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? YES \_\_\_ NO \_\_ If Yes, provide details for each such conviction. In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X \_\_ If Yes, provide details for each such 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? YES \_\_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such 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? YES \_\_\_\_\_NO \_\_\_\_ If Yes; provide details for each such 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? YES \_\_\_\_\_ NO Y \_\_\_ 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? YES \_\_\_\_\_ NO \_X If Yes, provide details for each such

#### CERTIFICATION

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

MICHAEL 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/7 day of MARCH

MICHAEL J. DICIGLIANO Notary Fublic, State of New York Vo. 4059797 Qualified in Nassau County

Commission Expires Dec. 11 20 2017

NUZZI BROS. MOVING SERVICE INC.

Name of submitting business MICHAEL NUZZI Print pame Signature SECRETARY Title 03 2017 Date

#### PRINCIPAL QUESTIONNAIRE FORM

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

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

1.	Principal Name MICHELLE NUZZI
	Date of birth <sub>8 8 / 24 / 43</sub>
	Home address 8 MEADOWRIDGE LANE
	City/state/zip GLEN HEAD N.Y. 11545
	Business address 8 MEADOWRIDGE LANE
	City/state/zip GLEN HEAD N.Y. 11545
	Telephone 516-676-6257
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President//Treasurer//
	Chairman of Board / / Shareholder / /
	Chief Exec. Officer / / Secretary / /
	Chief Financial Officer / / Partner / /
	Vice President 5 / 04/ 2000 / /
	(Other)
₿,	Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details.
1.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not- for-profit organization other than the one submitting the questionnaire? YES NO NO NO

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years white you were a principal owner or officer? YES NO X provide details.				
ope Pro	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.	<ul> <li>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:</li> </ul>					
	ä.	Been debarred by any government agency from entering into contracts with that agency?  YES NO 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? YES NO $X$ 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? YES NO _X If Yes, provide details for each such instance.				
	di.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO _X If Yes, provide details for each such instance.				
8.	bankru the pa bankru any su initiate questio	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is on business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)				
	a)	Is there any felony charge pending against you? YES NO $\cancel{\chi}$ If Yes, provide details for each such charge.				
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.				
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.				
	ď)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NOX If Yes, provide details for each such conviction.				

	e)	miscemeanor?		victed, after trial or by alls for each such con		
	f)	In the past 5 years, statutory charges? occurrence,	have you been four YES NO X	nd in violation of any a If Yes, provide deta	dministrative ils for each s	or such
9.	years, investion subject for, or	nave you been the s gation by any federa t of an investigation v on behalf of the subr se to Question 5?	subject of a criminal I, state or local pros where such investig mitting business ent	nse to the previous que investigation and/or a ecuting or investigativation was related to a ity and/or an affiliated of Yes, provide detail	civil anti-trus e agency and ctivities perfo dusiness tist	st d/or the ormed at,
10.	anti-tru includit	n response to Quest ist investigation and/ ng but not limited to n al owner or officer?	ion 5, been the subj or any other type of federal, state, and li	ast 5 years has any b ect of a criminal inves investigation by any c ocal regulatory agenci If Yes; provide deta	tigation and/ government a	or a civil agency,
11.	respon procee	se to Question 5 had	d any sanction impo o any professional ti	or any other affiliated sed as a result of judi cense held? YES	cial or admin	ietrofiuo
12.	applica	ible fédéral, state or	local taxes or other	any required tax retur assessed charges, in If Yes, provide d	cluding but a	السيسة المحددة المحدد

#### CERTIFICATION

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

MICHELLE 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 / 7 day of M. ARCH 2011

MICHAEL J. RICIGLIANO Notary Public, State of New York V. 495979 Qualified in Nassau County Commission Expires Dec. 11 49 20 17

NUZZI BROS. MOVING SERVICE INC.

Name of submitting business

MICHELLE NUZZI

Print name

Signature

VICE PRES.

Title

03 / 17 / 2017

Date

#### **Business History Form**

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

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

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

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

Da	te: <u>Capul 7, 2017</u>
	Proposer's Legal Name:NUZZI BROTHERS MOVING SERVICES INC
2)	Address of Place of Business: 8 MEADOWRIDGE LANE, GLEN HEAD, NY 11545
Lis	t all other business addresses used within last five years:
3)	Mailing Address (if different):
Ph	one ; 516 729-2992
	es the business own or rent its facilities?
	Dun and Bradstreet number: Federal I.D. Number:
	The proposer is a (check one): Sole Proprietorship Partnership _X Corporation Other (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business?  Yes No _X If Yes, please provide details:
8)	Does this business control one or more other businesses? Yes No _X If Yes, please provide details:

9)	bes this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, by other business? Yes No $\frac{X}{X}$ If Yes, provide details
10) -	as the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau ounty or any other government entity terminated? Yes No X If Yes, state the ame of bonding agency, (if a bond), date, amount of bond and reason for such cancellation forfeiture: or details regarding the termination (if a contract).
11)	as the proposer, during the past seven years, been declared bankrupt? Yes No X
12)	the past five years, has this business and/or any of its owners and/or officers and/or any filiated business, been the subject of a criminal investigation and/or a civil anti-trust vestigation by any federal, state or local prosecuting or investigative agency? And/or, in e past 5 years, have any owner and/or officer of any affiliated business been the subject o criminal investigation and/or a civil anti-trust investigation by any federal, state or local osecuting or investigative agency, where such investigation was related to activities erformed at, for, or on behalf of an affiliated business.
13)	the past 5 years, has this business and/or any of its owners and/or officers and/or any filiated business been the subject of an investigation by any government agency, including it not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, as any owner and/or officer of an affiliated business been the subject of an investigation by government agency, including but not limited to federal, state and local regulatory gencies, for matters pertaining to that individual's position at or relationship to an affiliated usiness. Yes No _X If Yes, provide details for each such investigation
14)	as any current or former director, owner or officer or managerial employee of this business ad, either before or during such person's employment, or since such employment if the larges pertained to events that allegedly occurred during the time of employment by the libmitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending? Yes No X If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? Yes No X 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? 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?  Yes No X 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? Yes No _X
business respect to	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No $\frac{X}{X}$ ; If Yes, provide details for h instance
pay any a limited to such yea	ast (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No $\frac{X}{L}$ If Yes, provide details for each r. Provide a detailed response to all questions checked 'YES'. If you need more notocopy the appropriate page and attach it to the questionnaire.
Provide a dep	tailed response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.
17) Conflict o a) <b>co</b> n	f Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no efficts exist, please expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  NO CONFLICT EXISTS
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  NO CONFLICT EXISTS
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  NO CONFLICT EXISTS
b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.  SHOULD A POTENTIAL CONFLICT OF INTEREST ARISE WE WILL CONTACT THE COUNTY AND BE GUIDED ACCORDINGLY.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.
  Should the proposer be other than an individual, the Proposal MUST 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 Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company BOARD OF ELECTIONS				
Contact Person				
Address 400 COUNTY SEAT DRIVE				
City/State MINEOLA, NY				
Telephone 516-571-1634				
Fax #				
E-Mail Address				

Company VILLAGE OF MINEOLA				
Contact Person JOSEPH R. SCALERO				
AddressAddress				
City/State MINEOLA, NY 11501				
Telephone				
Fax #516-746-5602				
E-Mail Address				
Company INC. VILLAGE OF FLORAL PARK				
Company INC. VILLAGE OF FLORAL PARK  Contact Person SUSAN E. WALSCH				
Company INC. VILLAGE OF FLORAL PARK  Contact Person SUSAN E. WALSCH  Address ONE FLORAL BLVD.				
Company INC. VILLAGE OF FLORAL PARK  Contact Person SUSAN E. WALSCH  Address ONE FLORAL BLVD.  City/State FLORAL PARK, NY 11002				
Company INC. VILLAGE OF FLORAL PARK  Contact Person SUSAN E. WALSCH  Address ONE FLORAL BLVD.				

#### NUZZI BROTHERS MOVING SERVICES, INC.

#### 8 MEADOWRIDGE LANE GLEN HEAD, NY 11545 FAX: 516-656-4709 PHONE: 516-729-2992

2 - 02 - 17

ATT. NASSAU COUNTY BOARD OF ELECTIONS

RESUME OF NUMBER BROS. MOVING SERVICE.

PERSONS OF FINANCIAL INTEREST

DOMINIC NUZZI

MICHELLE NUZZI

RESIDING AT 8 MEADOWRIDGE LANE GLEN HEAD N.Y. 11545

OFFICERS OD COMPANY

DOMINIC NUZZI PRES.

MICHELLE NUZZI V. PRES.

MICHAEL NUAAI SEC.

ALL RESIDING AT 8 MEADOWRIDGE LANE GLEN HEAD N.Y. 11545

INC. IN THE STATE OF N.Y.

FIRM EMPLOYS 6 FULL TIME EMPLOYEES

FIRM REVUNUE APPROX. 180,000.00

I PERSONALLY HAVE BEEN ENGAGED IN THE TRANSPORTATION OF VOTING MACHINES FOR OVER 35 YEARS.

VERIFICATION OF OUR SERVICE CAN BE ATTESTED BY ANY EMPLOYEES OF BOARD OF ELECTIONS.

ATTACHED PLEASE FIND COPY OF N.Y. STATE LICENSE.

PRES.

T0:5165713714 P.2/2

ALBANY, NY 12231-0001

## DIVISION OF CORPORATIONS AND STATE RECORDS

#### 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 \*

化环氏性性试验分泌 医复数皮肤 医复数眼睛 网络拉克尔利西森拉维维斯斯斯拉德 医眼睛 医细胞性神经 计计划设备 化流流油油 计时间 化对抗抗氧化物 机阻力 化邻苯基苯甲基 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:

SOO NAA

[1] [1] [2] [2] [2] [3] [3] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4	医拉氏性多角性球节炎性胆囊	1. 电铁铁电阻 电线	는 것은 및 전 및 C 및 등 및 C 및 C 및 C 및 C 및 C 및 C 및 C 및 C	강한 회로 등 등 역 등 은 현	
FILER	FEES	160.00	PAYMENTS	160.00	
DANIEL SAMETA, ČPA 1/cc novo do bur	FILING TAX CERT	125.00 10,58	Cash Check Charge	0.00	
1456 DEER PK AVE. N. BABYLON, NY 11703	COPIES	0.00 25.00	DRAWDOWN BILLED REFUND	0.00 160.00 0.00	
■野田市市市中央でしたりとは「中央とは「中央では、日本では、日本では、日本では、日本では、日本では、日本では、日本では、日本					

#### CERTIFICATION

Title

	RE MAY RESULT IN RENDERING THE SPONSIBLE WITH RESPECT TO THE PRESENT I, MAY SUBJECT THE PERSON MAKING THE
the items contained in the foregoing pages of attachments; that I supplied full and complet knowledge, information and belief; that I will circumstances occurring after the submission the contract; and that all information supplied information and belief. I understand that the	n of this questionnaire and before the execution of
Sworn to before me this 7 day of April Notary Public	KATHRYN R. WEBER!  NOTARY PUBLIC-STATE OF NEW YORK  NO. 01WE6279807  Qualified in Nassau County  My Commission Expires April 15, 2017
Name of submitting business: <u>Nuこと</u> に	Brothers moving Service Inc
By: DOMINIC NUZZI  Print name  Signature	

### COUNTY OF NASSAU

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

1. Name of the Entity: NUZZI BROTHERS MOVING SERVICES, INC.
Address: 8 MEADOWRIDGE LANE
City, State and Zip Code: GLEN HEAD, NY 11545
2. Entity's Vendor Identification Number: 113545043
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability Co _X _Closely Held CorpOther (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, 8 MEADOWRIDGE LANE, GLEN HEAD, NY 11545
MICHELLE NUZZI, 8 MEADOWRIDGE LANE, GLEN HEAD, NY 11545
MICHAEL NUZZI, 8 MEADOWRIDGE LANE, GLEN HEAD, NY 11545
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, 8 MEADOWRIDGE LANE, GLEN HEAD, NY 11545
MICHELLE NUZZI, 8 MEADOWRIDGE LANE, GLEN HEAD, NY 11545

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
NONE
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
(a) Name, title, business address and telephone number of lobbyist(s):
NONE
<u></u>

### Page 3 of 4

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
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.
$\mathcal{O}$ (h
Dated: april 7, 2017 Signed: Jan Juy,
Print Name: DOMINIC NUZZI
Title: PRESIDENT

### 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.

### **AMENDMENT NO. 1**

### WITNESSETH:

WHEREAS; pursuant to County contract number CQEL16000001 between the County and the Contractor, executed on behalf of the County on the 30<sup>th</sup> day of December, 2015 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the transportation of voting machines by truck to various locations, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for a period of one (1) year with the option to renew for two (2) additional one (1) year periods (the "Original Term"); and

WHEREAS, the County and the Contractor mutually agree to extend the Original Term for an additional one (1) year period beginning January 1, 2017 and ending December 31, 2017; and

WHEREAS, the total maximum amount that the County agreed to reimburse the Contractor under the Original Agreement was not to exceed Two Hundred Ninety-Three Thousand Nine Hundred-Four Dollars (\$293,904.00) ("Total Maximum Amount"), of which One Hundred Twenty-Two Thousand Four Hundred Sixty Dollars (\$122,460.00) was to be paid to the Contractor as full compensation for Services provided during the period of January 1, 2016 to December 31, 2016 (the "First year period Maximum Amount"); and of which Seventy-Three Thousand Four Hundred Seventy-Six Dollars (\$73,476.00) is to be paid to the Contractor as full compensation for services provided during the period of January 1, 2017 to December 31, 2017; and

WHEREAS, Contractor agrees to provide the Services described in the Original Agreement under the same terms and conditions; and

WHEREAS, Agency Commissioners and the Contractor desire to extend the Original Term for an additional one (1) year period.

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

- 1. <u>Term Extension</u>. The Original Term shall be renewed and extended under the same terms and conditions of the Original Agreement, so that the termination date of the Original Agreement shall-be December 31, 2017.
- 2. <u>Payment Terms</u>. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the terms and conditions of the Original Agreement, and shall not exceed Seventy-Three Thousand Four Hundred Seventy-Six Dollars (\$73,476.00) for services provided during the period of January 1, 2017 to December 31, 2017, and shall not in the aggregate exceed the Total Maximum Amount.
- 3. <u>Full Force and Effect</u>. All other terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

(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: Down Wither
	Name: Do you NULZE
	Title:
	Date:
	NASSAU COUNTY
_	Ву:
	Name:
	Title: Republican Commissioner
	Date:
	NASSAU COUNTY
	By:
	Name: David J. Gugut
	Title: Democratic Commissioner
	Date: 2 7 17
	NASSAU COUNTY
	Ву:
	Name:
	Title: County Executive
	Deputy County Executive
	Data

PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK)
)ss.: COUNTY OF NUSSAU )
On the 2 <sup>nd</sup> day of February in the year 20_111 before me personally
Dominic N. NUZZI to me personally known, who, being by me duly sworn,
she is the Dresident
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.
NOTARY PUBLIC Jake Elizabeth Pfeifer  NOTARY PUBLIC -STATE OF NEW YORK  NO. 01PF6283453
STATE OF NEW YORK)  Qualified in Nassau County  My Commission Expires June 08, 2017
)ss.: COUNTY OF NASSAU )
On the day of February in the year $20/7$ before me personally came Julis M. Sautenette 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  Notary Public, 01R05042160
Qualified in Nassau County  Qualified in Nassau County  Expires April 17, 20 1 9
STATE OF NEW YORK) )ss.:
COUNTY OF NASSAU)
On the 7 <sup>Th</sup> day of February in the year 20 <u>17</u> before me personally came
boxed is a secretary 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, 20 1 7

STATE OF NEW		·s.:	
COUNTY OF NAS	,-	S	
On the personally came	day of	in the year 20	_ before me
depose and say th		to me personally known, who, being by rishe resides in the County of Nassau: that	

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 Ounty 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

·			

Contract ID#: <u>CQEL160000</u>1



Department: Board of Elections

E-50-16

## **Contract Details**

SERVICE Trucking Voting Machines

NIFS ID #: COEL 1600001 NIFS Entry Date: 1/12/16 Term: from 01/01/16 to 12/31/16

New 🛛 Renewal 🗌	1) Mandated Program:	Yes 🗌	No 🗌
Amendment	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗆
Time Extension	3) CSEA Agreement § 32 Compliance Attached:	Yes 🗌	No 🗌
Addl. Funds	4) Vendor Ownership & Mgmt, Disclosure Attached:	Yes	No 🗆
Blanket Resolution  RES#	5) Insurance Required	Yes 🛛	210 □

# **Agency Information**

Vendo	r i
Name	Vendor ID#
NUZZI BROS. MOVING SERVIECS, INC.	11-3545043
Address	Contact Person
8 MEADOWRIDGE LANE	DOMINIC NUZZI
GLEN HEAD, NY 11545	
	Phone
	516-729-2992

PROPERTY OF THE PROPERTY OF TH
-County Department is
Department Contact
SONIA GUTIERREZ
Address
240 OLD COUNTRY ROAD, 5 <sup>TH</sup>
FLOOR
MINEOLA, NY 11501
Phone
571-1896

# Routing Slip

DATE Re'd	DEPARTMENT	a. f. Internal Verification.	JOATE Appy'd& Fw'd	**************************************	Leg. Approval	
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	1/11/16	A A To		2 mg men
		Contractor Registered	1 (1 m) 16	A A A A A A A A A A A A A A A A A A A		Den mu
	ОМВ	NIFS Approval (Contractor Registered)	- 1/m/16	M. Av	Yes No No Not required if blanket resolution	
1/20/16	County Attorney	CA RE & <u>Insurance</u> Verification	1/24/1	6 Webmet 2	Diamet (CSO)(Intelli	Δ.
1/20/16	County Attorney	CA Approval as to form	[] 1/2//K	ATT PAL	Y.E.W.No.T.	15 S
	Legislative Affairs	Fw'd Original Contract to СЛ	19/18	Concella ax	11/1/1/1	182
	County Attorney	NIFS Approval				1070 1070
	Comptroller	NIFS Approval		Desir	GC 1	The state of the s
7/5/16	County Executive	Notarization Filed with Clerk of the Leg.	3/1/1	all	130	



# Contract Summary

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:
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)
BID CONTRACT  Procurement History:  FORMAL SEALED BID  Description of General Provisions:  DELIVERY AND RETURN OF VOTING MACHINES (AUTOMARKS AND OTHER ELECTION SUPPLIES)
BID CONTRACT  Procurement History:  FORMAL SEALED BID  Description of General Provisions:  DELIVERY AND RETURN OF VOTING MACHINES (AUTOMARKS AND OTHER ELECTION SUPPLIES)
Procurement History:  FORMAL SEALED BID  Description of General Provisions:  DELIVERY AND RETURN OF VOTING MACHINES (AUTOMARKS AND OTHER ELECTION SUPPLIES)
FORMAL SEALED BID  Description of General Provisions:  DELIVERY AND RETURN OF VOTING MACHINES (AUTOMARKS AND OTHER ELECTION SUPPLIES)
Description of General Provisions:  DELIVERY AND RETURN OF VOTING MACHINES (AUTOMARKS AND OTHER ELECTION SUPPLIES)
Description of General Provisions:  DELIVERY AND RETURN OF VOTING MACHINES (AUTOMARKS AND OTHER ELECTION SUPPLIES)
DELIVERY AND RETURN OF VOTING MACHINES (AUTOMARKS AND OTHER ELECTION SUPPLIES)
DELIVERY AND RETURN OF VOTING MACHINES (AUTOMARKS AND OTHER ELECTION SUPPLIES)
Impact on Funding / Price Analysis:
Impact on Funding / Price Analysis:
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 TUNDING SOURCE AMOUNT.  Fund: GEN Description Content [7] SYMMOUNT.
BUDGERGODES FUNDING SOURCE AMOUNTS  Fund: GEN Revenue Contract SXXXXXX 1 ELGEN3000 DE500 \$21,084.00.
BUDGET CODES Fund: GEN Revenue Contract   XXXXXX   1 ELGEN3000 DE500 \$21,084.00.  Control: 30 County \$21,084.00   2   \$   \$   \$   \$   \$   \$   \$   \$   \$
BUDGET CODES         FUNDING SOURCE   AMOUNT           LINE   INDEX/OBJECT/CODE           AMOUNT             Fund:         GEN   Revenue Contract   XXXXX   1   ELGEN3000 DE500           \$21,084.00             Control:         30   County   S21,084.00           2               Resp:         3000   Federal   \$   3           \$   \$
BUDGET CODES         FUNDING SOURCE         AMOUNT           Fund:         GEN         Revenue Contract         I         LINE         INDEX/0BJECT/CODE         AMOUNT           Control:         30         County         \$21,084.00         2         \$           Resp:         3000         Federal         \$         \$           Object:         DE 500         State         \$           Transcrition         \$31,084         Control         \$
BUDGET CODES         FUNDING SOURCE   AMOUNT           LINE   INDEX/08 JEGICODE   AMOUNT             Fund: GEN         Revenue Contract   XXXXX   1   ELGEN 3000 DE 500   \$21,084.00             Control: 30         County   \$21,084.00   2   \$             Resp: 3000   Federal   \$   \$   \$   \$   \$             Object: DE 500   Transaction: \$21,084   Capital   \$   \$   \$
BUDGET CODES
Revenue Contract
STUNDING SOURCE
### Pund: GEN   Revenue Contract
Substitution   Subs
SEUNDING SOURCE   AMOUNT   INDEX/OBJECT CODE   AMOUNT
BUDGER CODES Fund: GEN Control: 30 County S21,084.00 Diject: DE 500 Transaction: \$21,084  Capital \$ Capital \$ Capital \$ Capital \$ County \$ Capital C
Pund: GEN Control: 30 Resp: 3000 Pederal \$ \$ \$ Other \$ Other \$ \$ Other \$ \$ Other \$ O

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: 8 MEADOWRIDGE LANE, GLEN HEAD, NY 11545
FEDERAL TAX ID #:11-3545043
Instructions: Please check the appropriate box ("\sum") 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.

The correnews (copie	This is a renewal, extension or amendment of an existing contract.  Intract was originally executed by Nassau County on
	[describe
of the	[describe ement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation contractor's performance for any contract to be renewed or extended. If the contractor has not ed a satisfactory evaluation, the department must explain why the contractor should nevertheless be ted to continue to contract with the county.
prope	Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the rement head describes the proposals received, along with the cost of each osal.
	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.
memo	Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not 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.   U 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:   \[ \begin{align*} \text{la 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.  \[ \begin{align*} Rep Mem \\ \text{COMMISSIONERS OF ELECTIONS} \end{align*} \]  \[ \text{Dem Mem} \\
Date

<u>NOTE:</u> 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. 309/15

THE THE THE PROPERTY OF THE PR

CASHIER'S CHECK

961834

55-138 212

DATE 12/28/2015

\$ 10,000.00

1480 Valley Road, Wayne, NJ 07470,

PANTOTHE NASSAU COUNTY CROST OF

Meno: DONINIC NUZZI

thorized Signature COUNTER SIGNATURE PEQUIRED IF DRAWN FOR MORETHAN \$2,500,00

#OHPABALITOPLESCIBBLE COCCLIPTION

### COUNTY OF NASSAU

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

1.	Name of the Entity: NUZZi Clas. Molenar SER will
	Address: 8 MEADOW hidge Che
	City, State and Zip Code: ACM HFAL N.Y 11548
2.	Entity's Vendor Identification Number: 1-3545043
3.	Type of Business: Y Public Corp Partnership Joint Venture
	Ltd. Liability CoClosely Held CorpOther (specify)
Or 3OH	List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional innecessary):  O MINC MOZZI  ICHARC MOZZI  I
SHALCHO	List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholders/partners/members. If a Publicly opporation, include a copy of the 10K in lieu of completing this section.

Page 2 of 4

(b) Describe lobbying activities.	ity of each lobbyist. See below for a complete
A	Y/A
(c) List whether and where Nassau County, New York State):	the person/organization is registered as a lobbyist (e.g.,
8. VERIFICATION: This section contractor or Vendor authorized as a si	must be signed by a principal of the consultant, gnatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swears statements and they are, to his/her know	that he/she has read and understood the foregoing wledge, true and accurate.
Dated: //64//6	Signed: No M/1/C MC27
	Title:

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

ı. Vendor:	NUZZI BROS. MOVI	ng services, inc			
2. Dollar amount rec	quiring NIFA approval:	\$293,904.00 (for life of contra	ct)		
Amount to be ence	umbered: \$ <u>\$122,460.00</u> 	ens)		<del>-</del>	
This is a	X New Contract Ads	visement Amer	adment		
It advisement - NIFA or	unt should be full amount of c nly needs to review if it is incr nt should be full amount of an	easing funds ahove the	e amount pi	reviously approved by	'NIFA
3. Contract Term;	1/1/16 through 12/31/1 opt to renew for 2 additional 1 year term				
Has work or services	on this contract commenced?	? Yes		No	
If yes, please explain	<b>:</b>		<del></del>	<b></b>	
4. Funding Source:					
5. Provide a brief des Per election law I	Fund (PDD) arters Fund (PDH) on Fund (FCF) Water Fund (SSW) cription (4 to 5 sentences) Dept is responsible for delayer sufficient vehicles to	) of the item for wh	a Fund (RLC hority (PUA ) Federal % State % County % wich this ap	pproval is requests	w1====
DAKTOT LOUTES R53	agueo.	Annual Control of the			
5. Has the item requ	ested herein followed all 1	proper procedures	and there	by approved by the	e:
Nassau County Attorn Nassau County Comn	ney as to form nittee and/or Legislature	X Yes No.	0	N/A N/A	
Date of approval(s	s) and citation to the resol	lution where appro	val for thi	s item was provide	.d:
Identify all contrac	ts (with dollar amounts)	with this or an affil	inted part	ty within the prior	12 months:
L		T O MARKE			

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

accurate and that all expe	ige, I hereby certify that the ditional information submit nditures that will be made ssau County Approved Bud	itted in connection wit in reliance on this auth- get and not in conflict.	th this request is norization are in	true and
denderations	Lunderstand that NIFA v	20/1/2/1/	rmation in its of $11/62016$	
Signature	Title Commission	oners of Elections	Date	and the second second
Print Name Louis G. Savinetti, Republ	ican Commissioner / David	d J. Gugerty, Democrat	tic Commission	gr 16
	COMPTROLL	ER'S OFFICE		
To the best of my knowled conformance with the Nas Multi-Year Financial Plan	ge, I hereby certify that the	information listed is t	true and accurat with the Nassau	te and is in County
Furthermore, I certify that contract.	the funds are available to l	be encumbered pendin	ig NIFA approv	al of this
If this is a capital project, I	certify that the bonding fo	r this contract has bee	n approved by I	NIFA.
Signature	Title	P	)ate	
Print Name	CHARLES W.			
	NIF	A		
Amount being approved by	NIFA:			
Signature	Title	D	ate	
Print Name	Marketon, service para a specificação e			
) T	na area of control E . M M M.	uti.		

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 30 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 8 Meadowridge Lane, Glen Head, NY 11545 (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. <u>Term.</u> 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, <u>PERIOD COVERED</u>.)
- 2. <u>Services</u>. 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. <u>Vehicle Requirements and Specifications</u>. 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. <u>Payment</u>. (a) <u>Amount of Consideration</u>. 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

January 1, 2016 to December 31, 2016 January 1, 2017 to December 31, 2017

January 1, 2018 to December 31, 2018

maximum amount to be paid per agreement year

\$122,460.00

\$ 73,476.00, if renewal option exercised

\$ 97,968.00, if renewal option exercised

- (b) <u>Vouchers: Voucher Review, Approval and Audit.</u> Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a-claim voucher (the "<u>Voucher</u>") 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 "<u>Comptroller</u>").
- (c) <u>Timing of Payment Claims</u>. 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) <u>No Duplication of Payments</u>. 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) <u>Payments in Connection with Termination or Notice of Termination</u>. 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) <u>Protection of Client Information</u>. Any and all voting results, statistics, seal numbers, public counter numbers, protective counter numbers, voting machine numbers are to be kept confidential.
- 8. <u>Minimum Service Standards</u>. 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. <u>Indemnification; Defense; Cooperation</u>. (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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, 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. <u>Insurance and Bonds.</u> (a) <u>Types and Amounts.</u> 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 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) <u>Delivery: Coverage Change: No Inconsistent Action.</u> 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) <u>Performance Bond</u>. 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.

Page 5

- 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. <u>Termination</u>. (a) <u>Generally</u>. 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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. 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. <u>Section and Other Headings</u>. 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) <u>Availability of Funds</u>. 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, JNC.
By: Vann A Mays.
Name: Da WIAIC M. NOZZI
Title:
Date: 10/30/15

STATE OF NEW YORK)

)ss.:

On the 30<sup>th</sup> day of December in the year 20/5, before me personally came Deminic 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 Nascau ; that he or she is the Prisident 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.

Jan a. Trassh-Pipia

**NOTARY PUBLIC** 

PLEASE EXECUTE IN <u>BLUE</u> INK

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

NASSAU CØ	UNTY			+		
Name Lou	uis G. Sa	vinetti.				
Title: Re	<i>i</i> [	r/Com	nissioner			
Date:	15	16		-}-	·	
			_	,		

STATE OF NEW YORK)

)ss.;

COUNTY OF NASSAU)

anuary 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 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, 20/7

PLEASE EXECUTE IN BLUE INK

NASSAU COUNTY

Name: David J. Gugerty Democratic Commissioner

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 6th

in the year or L , 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, 20/7

PLEASE EXECUTE IN BLUE INK

### NASSAU COUNTY

	Ву	y:	·		
		Name:_			
		Title;	Deputy County	Executive	
		Date <u>:</u>	· - · · · · · · · · · · · · · · · · · ·		
STATE OF NEW YORK)					
COUNTY OF NASSAU)	)ss.:				
On the	day of	in the	year	, before me personally can being by me duly sworn, di	ne d
Executive of the of the Co	r she resides in the 0 punty of Nassau, the ument; and that he or	County of municipa r she sigr	Nassau; that hall corporation de ned his or her n	ie or she is a Deputy County escribed herein and which ame thereto pursuant to Sec	1

**NOTARY PUBLIC** 

PLEASE EXECUTE IN <u>BLUE</u> 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 antidiscrimination 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 womenowned 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 subbidders 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 intergovernmental 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 "Law"), the Contractor hereby certifies the following:

1.	The chief executive officer of the Contractor is:
	Wall Vozz (Name)
	8 MEADO OLDER AN SHEAMY SINK AND YOU
	611 - 139 7999
	(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 has 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 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 correct below.	certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, and complete. Any statement or representation made herein shall be accurate and true as of the date stated
Dated	Signature of Chief Executive Officer
- 10-1	Name of Chief Executive Officer
Sworn t	o before me this

5th day of January, 2016.

Jean & Frales - Pipes

Nothry Public

JEAN A. WALSH-PIPIA NOTARY PUBLIC-STATE OF NEW YORK No. 01WA6279124 Qualified in Natsau County
My Commission Expires April 08, 20\_1 7

### 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 <u>Lobbyist Registration and Disclosure Form</u> (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: Nay 15,001

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.



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

MA

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

MA

a/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.

M/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//6

Signed:

Print Name:

Title:

### 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.

# 2016 TRUCKING ROUTE 8 EXHIBIT A

11/53	JEKICHO	POTO CANTIAGUE AUGNAU	יאיים איים הסבר בדרישו סמיו ססר		L.	- L.				
1 2 2 2		TINCLE DOCK DO	CANTIAGUE ELEM SCHOOL	4			58 SD5	AD13		513058 OB
14752	FRICHO	F ROCK BD	CANTIAGUE ELEM SCHOOL	<u></u>	33 LD16	<u> </u>	57 SD5	AD13		513057 OB
11753	JERICHO		ROBERT SEAMAN SCHOOL	65	33 LD16	D5 CD3	56 SD5	AD13		513056 OB
11753	JERICHO	137 LEAHY ST	ROBERT SEAMAN SCHOOL	65	03 LD16	05 CD3	55 SD5	AD13		513055 OB
11803	PLAINVIEW	33 BEDFORD RD	STRATFORD ROAD SCHOOL	5	33 LD16	D5 CD3	38 SD5	AD13		513038 OB
11803	PLAINVIEW	33 BEDFORD RD	STRATFORD ROAD SCHOOL	6	33 LD16	SD5 CD3	37 S	AD13		513037 OB
11803	PLAINVIEW	33 BEDFORD RD	STRATFORD ROAD SCHOOL	65	CD3 LD16	SD5 CI	36 S	AD13		513036 OB
11803	PLAINVIEW	85 JAMAICA AVE	JAMAICA AVE SCHOOL	6	CD3 LD16	SD5 CI	35 S	AD13		513035 OB
11803	PLAINVIEW		FERN PLACE SCHOOL	6	CD3 LD16	SD5 CI	34 S	AD13		513034 OB
11803	PLAINVIEW		FERN PLACE SCHOOL	6	CD3 LD16		33 SD5	AD13		513033 OB
11803	PLAINVIEW	1 KRAMER LN	KRAMER LANE SCHOOL	4	CD3 LD14		32 SD5	AD13		513032 OB
11803	PLAINVIEW	1 KRAMER LN	KRAMER LANE SCHOOL	14	CD3 LD14		31 SD5	AD13		513031 OB
11803	PLAINVIEW	4 FERN PLACE	FERN PLACE SCHOOL	6	CD3 LD16		30 SD5	AD13		513030 OB
11803	PLAINVIEW	300 MANETTO HILL RD	PLAINVIEW PARKWAY SCHOOL	16	CD3 LD16		29 SD5	AD13	90	513029 OB
11803	PLAINVIEW	300 MANETTO HILL RD	PLAINVIEW PARKWAY SCHOOL	6	CD3 LD16	SD5 C	28 S	AD13	8	513028 OB
11803	PLAINVIEW	300 MANETTO HILL RD	PLAINVIEW PARKWAY SCHOOL	16	CD3 LD16	<del></del>	26 SD5	AD13	80	513026 OB
11803	PLAINVIEW	50 WASHINGTON AVE	HOWARD B MATTLIN JR HIGH	6	CD3 LD16		25 SD5	AD13	8	513025 OB
11803	PLAINVIEW	121 CENTRAL PK RD	PLNVW-OLD BETH MIDDLE SCHOOL AUX GYM	6	CD3 LD16		24 SD5	AD13	8	513024 OB
11803	PLAINVIEW	121 CENTRAL PK RD	PLNVW-OLD BETH MIDDLE SCHOOL AUX GYM	16	CD3 LD16		23 SD5	AD13	융	513023 OB
11803	PLAINVIEW	999 OLD COUNTRY RD	PLAINVIEW OLD BETHPAGE LIBRARY	6	CD3 LD16	ł	22 SD5	AD13	B	513022 OB
11803	PLAINVIEW	50 WASHINGTON AVE	HOWARD B MATTLIN JR HIGH	16	CD3 LD16		21 SD5	AD13	ОВ	513021
11714	BETHPAGE	601 PLAINVIEW RD	CHARLES CAMPAGNE SCHOOL	LD16	CD3 LD	L	20 SD5	AD13	OB B	513020
11714	BETHPAGE	601 PLAINVIEW RD	CHARLES CAMPAGNE SCHOOL	ਨ	CD3 LD16	L	19 SD5	AD13	B B	513019
11714	BETHPAGE	601 PLAINVIEW RD	CHARLES CAMPAGNE SCHOOL	16	срз рэт6	L	18 SD5	AD13	œ	513018 OB
11803	PLAINVIEW	999 OLD COUNTRY RD	PLAINVIEW OLD BETHPAGE LIBRARY	6	CD3 LD16		17 SD5	AD13	8	513017 OB
11803	PLAINVIEW	50 WASHINGTON AVE	HOWARD B MATTLIN JR HIGH	LD16	срз  ш	1 1	16 SD5	AD13	ස	513016 OB
11803	PLAINVIEW	50 WASHINGTON AVE	HOWARD B MATTLIN JR HIGH	LD16	срз  гс		15 SD5	AD13	ОВ	513015
11735	FARMINGDALE	95 WOODWARD PKWY	WOODWARD PKWY ELEM SCHOOL	LD12	CD2 LL		45 SD6	AD09	욦	509045 OB
11735	FARMINGDALE	95 WOODWARD PKWY	WOODWARD PKWY ELEM SCHOOL	LD12	CD2 LL		44 SD8	AD09	OB B	509044 OB
11735	FARMINGDALE	150 LINCOLN ST	FARMINGDALE HIGH SCHOOL	LD12	CD2 LI	Ŀ	43 SD8	AD09	ОВ	509043 OB
11735	FARMINGDALE	150 LINCOLN ST	FARMINGDALE HIGH SCHOOL	LD12	CD2 LE	1	42 SD8	AD09	B	509042 OB
11735	FARMINGDALE	150 LINCOLN ST	FARMINGDALE HIGH SCHOOL	LD12	CD2 LE	SD8 C	41	AD09	윤	509041 OB
11735	FARMINGDALE	150 LINCOLN ST	FARMINGDALE HIGH SCHOOL	LD12	CD2 LI	ii	40 SD8	AD09	ОВ	509040 OB
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11803	PLAINVIEW	1 KRAMER LN	KRAMER LANE SCHOOL	LD14	CD3	78 SD5	AD15	808	515078 OB
11803	PLAINVIEW	4 FERN PLACE	FERN PLACE SCHOOL	LD16	CD3	77 SD5	AD15	7 0B	515077
11803	PLAINVIEW	4 FERN PLACE	FERN PLACE SCHOOL	LD16	CD3	76 SD5	AD15	80	515076
11081	HICKSVILLE	50 EAST ST	EAST STREET SCHOOL	D14	CD3	74 SD7	AD15	88	515074 OB
11803	PLAINVIEW	85 JAMAICA AVE	JAMAICA AVE SCHOOL	LD16	CD3	73 SD5	AD15	3 OB	515073 OB
11081	HICKSVILLE	50 EAST ST	EAST STREET SCHOOL	<u>Ш14</u>	83	72 SD5	AD15	2 0B	515072 OB
11081	HICKSVILLE	50 EAST ST	EAST STREET SCHOOL	LD14	CD3	71 SD6	AD15	8	515071 OB
11081	HICKSVILLE	50 EAST ST	EAST STREET SCHOOL	LD14	CD3	70 SD5	AD15	8	515070 OB
11081	HICKSVILLE	50 EAST ST	EAST STREET SCHOOL	ID16	CD3	64 SD7	AD15	8 8	515064 OB
11081	HICKSVILLE	40 BURNS AVE	BURNS AVENUE SCHOOL	LD14	CD3	63 SD7	AD15	3 OB	515063 OB
11081	HICKSVILLE	1 7TH STREET	LEE AVE SCHOOL	LD17	CD3	61 SD6	AD15	8	515061 OB
11081	HICKSVILLE	4 FORK LN	FORK LANE SCHOOL	LD17	CD3	60 SD7	AD15	8	515060 OB
11081	HICKSVILLE	4 FORK LN	FORK LANE SCHOOL	LD17	CD3	59 SD7	AD15	908	515059 OB
11081	HICKSVILLE	50 STEWART AVE	DUTCH LANE SCHOOL	LD17	CD3	58 SD7	AD15	GB GB	515058 OB
11081	HICKSVILLE	4 FORK LN	FORK LANE SCHOOL	LD17	CD3	57 SD7	AD15	7 0B	515057
11081	HICKSVILLE	1 7TH STREET	LEE AVE SCHOOL	LD17	CD3	56 SD6	AD15	8	515056 OB
11081	HICKSVILLE	1 7TH STREET	LEE AVE SCHOOL	LD17	CD3	55 SD6	AD15	<u>S</u>	515055 OB
11081	HICKSVILLE	215 JERUSALEM AVE	HICKSVILLE MIDDLE SCHOOL	LD17	CD3	54 SD6	AD15	4 OB	515054 OB
11081	HICKSVILLE	215 JERUSALEM AVE	HICKSVILLE MIDDLE SCHOOL	LD17	CD3		AD15	3 0B	515053 OB
11081	HICKSVILLE	215 JERUSALEM AVE	HICKSVILLE MIDDLE SCHOOL	LD17	CD3	52 SD6	AD15	2 QB	515052
11081	HICKSVILLE	49 RHODES LN	OLD COUNTRY ELEM SCHOOL	LD17	CD3	51 SD7	AD15	<u>1</u> B	515051
11081	HICKSVILLE	49 RHODES:LN	OLD COUNTRY ELEM SCHOOL	LD17	CD3	50 SD7	AD15	COB COB	515050 OB
11081	HICKSVILLE	50 STEWART AVE	DUTCH LANE SCHOOL	LD17	CD3	49 SD7	AD15	9 0B	515049 OB
11714	BETHPAGE	500 BROADWAY	JOHN F KENNEDY JR HIGH	LD17	CD3	48 SD6	AD15	808	515048 OB
11081	HICKSVILLE	50 EAST ST	EAST STREET SCHOOL	LD17	83	47 SD7	AD15	7 OB	515047 OB
11081	HICKSVILLE	49 RHODES LN	OLD COUNTRY ELEM SCHOOL	<u> </u>	CD3	SD7	AD15	6 0B	515046
11081	HICKSVILLE	49 RHODES LN	OLD COUNTRY ELEM SCHOOL	LD17	CD3	45 SD7	AD15	5 CB	515045
11081	HICKSVILLE	40 BURNS AVE	BURNS AVENUE SCHOOL	LD16	CD3	42 SD5	AD15	2 0B	515042
11081	HICKSVILLE	40 BURNS AVE	BURNS AVENUE SCHOOL	LD16	CD3	41 SD7	AD15	1 08	515041 OB
11081	HICKSVILLE	40 BURNS AVE	BURNS AVENUE SCHOOL	LD16	엻	40 SD7	AD15	0 0B	515040 OB
11081	HICKSVILLE	40 BURNS AVE	BURNS AVENUE SCHOOL	LD14	CD3	39 SD7	AD15	808	515039
11081	HICKSVILLE	50 EAST ST	EAST STREET SCHOOL	LD 2	පසු	60 SD7	AD13	0 0 8 0	513060 OB
11081	HICKSVILLE	40 BURNS AVE	BURNS AVENUE SCHOOL	LD 2	က္သ	59 SD7	AD13	GB GB	513059
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# 2016 TRUCKING ROUTE 8 EXHIBIT A

11714	BETHPAGE	499 BOUNDARY AVE	JOHN H WEST ELEM SCH	17	CD2 LD17	7 SD6 (C	AD17		517007 OB
11714	BETHPAGE	499 BOUNDARY AVE	JOHN H WEST ELEM SCH	17	CD2 LD17	6 SD6 C	AD17		517006 OB
11714	BETHPAGE	499 BOUNDARY AVE	JOHN H WEST ELEM SCH	17	CD2 LD17	5 SD6 C	AD17	8	517005 OB
11714	BETHPAGE	60 CENTRAL BLVD	CENTRAL BLVD SCHOOL	17	CD2 LD17	4 SD6 C	AD17	SB B	517004 OB
11714	BETHPAGE	500 BROADWAY	JOHN F KENNEDY JR HIGH	17	CD3 LD17	3 SD6 C	AD17	ОВ	517003
11735	FARMINGDALE	70 VAN COTT	HOWITT SCHOOL	12	CD2 LD12	2 SD6 (	AD17	B	517002
11714	BETHPAGE	500 BROADWAY	JOHN F KENNEDY JR HIGH	17	CD2 LD17	1 SD6 C	AD17	8	517001 OB
11081	HICKSVILLE	49 RHODES LN	OLD COUNTRY ELEM SCHOOL	14	CD3 LD14	106 SD7 C	AD15 1	8	515106 OB
11735	FARMINGDALE	55 POWELL PL	NORTHSIDE ELEMENTARY SCHOOL	14	CD3 LD14	104 SD5 C	AD15 1	윤	515104 OB
11803	PLAINVIEW	50 WASHINGTON AVE	HOWARD B MATTLIN JR HIGH	क	CD3 LD16	102 SD5 (	AD15 1	88	515102 OB
11714	BETHPAGE	601 PLAINVIEW RD	CHARLES CAMPAGNE SCHOOL	क	CD3 LD16	101 SD5 (	AD15 1	S	515101 OB
11804	OLD BETHPAGE	1191 ROUND SWAMP RD	OLD BETHPAGE ELEM SCHOOL	6	CD3 LD16	100 SD6 0	AD15 1	8	515100 OB
11804	OLD BETHPAGE	1191 ROUND SWAMP RD	OLD BETHPAGE ELEM SCHOOL	6	CD3 LD16	99 SD6 (c	AD15	8	515099 OB
11804	OLD BETHPAGE	1191 ROUND SWAMP RD	OLD BETHPAGE ELEM SCHOOL	16	CD3 LD16	98 SD6 (	AD15	ОВ	515098 OB
11804	OLD BETHPAGE	1191 ROUND SWAMP RD	OLD BETHPAGE ELEM SCHOOL	LD16	срз гр	97 SD6 (	AD15	G G	515097 OB
11804	OLD BETHPAGE	1191 ROUND SWAMP RD	OLD BETHPAGE ELEM SCHOOL	17	CD3 LD17	96 SD6 0	AD15	œ	515096 OB
11735	FARMINGDALE	55 POWELL PL	NORTHSIDE ELEMENTARY SCHOOL	17	CD3 LD17	95 SD6 (	AD15	8	515095 OB
11735	FARMINGDALE	55 POWELL PL	NORTHSIDE ELEMENTARY SCHOOL	17	CD3 LD17	94 SD6 (	AD15	8	515094 OB
11735	FARMINGDALE	55 POWELL PL	NORTHSIDE ELEMENTARY SCHOOL	17	CD3 LD17	93 SD6 0	AD15	œ	515093 OB
11735	FARMINGDALE	55 POWELL PL	NORTHSIDE ELEMENTARY SCHOOL	LD17	CD3 LD	92 SD6 (	AD15	8	515092
11735	FARMINGDALE	70 VAN COTT	HOWITT SCHOOL	LD17	CD2 LL	91 SD6	AD15	S	515091 OB
11735	FARMINGDALE	70 VAN COTT	HOWITT SCHOOL	77	CD2 LD17	90 SD6 (	AD15	8	515090 OB
11735	FARMINGDALE	55 POWELL PL	NORTHSIDE ELEMENTARY SCHOOL	17	CD3 LD17	89 SD6	AD15	8	515089 OB
11735	FARMINGDALE	55 POWELL PL	NORTHSIDE ELEMENTARY SCHOOL	117	CD2 LD17	88 SD6	AD15	ОВ	515088 OB
11714	BETHPAGE	500 BROADWAY	JOHN F KENNEDY JR HIGH	LD17	свз [ц	SD6	AD15	90	515087
11714	BETHPAGE	500 BROADWAY	JOHN F KENNEDY JR HIGH	LD17	срз   св	86 SD6	AD15	В	515086
11714	BETHPAGE	500 BROADWAY	JOHN F KENNEDY JR HIGH	LD17	свз Ісс	85 SD6	AD15	ОВ	515085 OB
11714	BETHPAGE	500 BROADWAY	JOHN F KENNEDY JR HIGH	LD14	CD3 LC	84 SD6	AD15	ОВ	515084 OB
11714	BETHPAGE	10 CHERRY AVE	BETHPAGE HIGH SCHOOL	LD14	срз Гт	83 SD6	AD15	B	515083 OB
11714	BETHPAGE	500 BROADWAY	JOHN F KENNEDY JR HIGH	LD14			AD15	OB	515082 OB
11714	BETHPAGE	500 BROADWAY	JOHN F KENNEDY JR HIGH	LD14	свз П	81 SD5	AD15	유	515081
11714	BETHPAGE	10 CHERRY AVE	BETHPAGE HIGH SCHOOL	LD14	соз (ш	80 SD6	AD15	ВОВ	515080
11803	PLAINVIEW	1 KRAMER LN	KRAMER LANE SCHOOL	LD14	CD3 LI	79 SD5	AD15	OB	515079 OB
PPZIP	PPTOWN	PPADDRESS	PPNAME	Q1 Q1	음	ED SD	CA	NMOT	T/AD/ED

11714	BETHPAGE	60 CENTRAL BLVD	CENTRAL BLVD SCHOOL	<u>  1017  </u>	45 SD6 CD3	AD17	51/045 OB
11714	BETHPAGE	500 BROADWAY	JOHN F KENNEDY, JR HIGH	_t	44 SD6 CD3	AD17	517044 OB
11735	FARMINGDALE	95 WOODWARD PKWY	WOODWARD PKWY ELEM SCHOOL	LD12	43 SD6 CD2	AD17	517043 OB
11735	FARMINGDALE	55 POWELL PL	NORTHSIDE ELEMENTARY SCHOOL	LD17	42 SD6 CD3	AD17	517042 OB
11735	FARMINGDALE	150 LINCOLN ST	FARMINGDALE HIGH SCHOOL	LD12	41 SD8 CD2	AD17	517041 OB
11735	FARMINGDALE	95 WOODWARD PKWY	WOODWARD PKWY ELEM SCHOOL	LD12	40 SD8 CD2	AD17	517040 OB
11735	FARMINGDALE	150 LINCOLN ST	FARMINGDALE HIGH SCHOOL	<u>LD12</u>	39 SD8 CD2	AD17	517039 OB
11735	FARMINGDALE	95 WOODWARD PKWY	WOODWARD PKWY ELEM SCHOOL	LD12	38 SD8 CD2	AD17	517038 OB
11758	N MASSAPEQUA	101 ALBANY AVE	ALBANY AVE ELEM SCHOOL	LD17	25 SD6 CD2	AD17	517025 OB
11758	N MASSAPEQUA	101 ALBANY AVE	ALBANY AVE ELEM SCHOOL	<u>1017</u>	21 SD6 CD2	AD17	517021 OB
11758	N MASSAPEQUA	301 N.DELAWARE AVE	EAST PLAIN SCHOOL	2 LD17	20 SD6 CD2	AD17	517020 OB
11758	N MASSAPEQUA	301 N.DELAWARE AVE	EAST PLAIN SCHOOL	1.617	19 SD6 CD2	AD17	517019 OB
11714	BETHPAGE	499 BOUNDARY AVE	JOHN H WEST ELEM SCH	1.017	18 SD6 CD2	AD17	517018 OB
11758	N MASSAPEQUA	301 N.DELAWARE AVE	EAST PLAIN SCHOOL	2 LD17	17 SD6 CD2	AD17	517017 OB
11758	N MASSAPEQUA	301 N.DELAWARE AVE	EAST PLAIN SCHOOL	2 LD17	16 SD6 CD2	AD17	517016 OB
11758	N MASSAPEQUA	101 ALBANY AVE	ALBANY AVE ELEM SCHOOL	2 LD17	15 SD6 CD2	AB17	517015 OB
11758	N MASSAPEQUA	101 ALBANY AVE	ALBANY AVE ELEM SCHOOL	LD17	14 SD6 CD2	AD17	517014 OB
11735	FARMINGDALE	95 WOODWARD PKWY	WOODWARD PKWY ELEM SCHOOL	LD12	13 SD6 CD2	AD17	517013 OB
11735	FARMINGDALE	95 WOODWARD PKWY	WOODWARD PKWY ELEM SCHOOL	LD12	12 SD6 CD2	AD17	517012 OB
11735	FARMINGDALE	70 VAN COTT	HOWITT SCHOOL	LD12	11 SD6 CD2	AD17	517011 OB
11735	FARMINGDALE	70 VAN COTT	HOWITT SCHOOL	LD12	10 SD6 CD2	AD17	517010 OB
11735	FARMINGDALE	70 VAN COTT	HOWITT SCHOOL	LD12	9 SD6 CD2	AD17	517009 OB
11714	BETHPAGE	499 BOUNDARY AVE	JOHN H WEST ELEM SCH	2 1017	8 SD6 CD2	AD17	517008 OB
dlZdd	PPTOWN	PPADDRESS	TD PPNAME	Ð	ED SD CD	ð	T/AD/ED   TOWN

## 2016 TRUCKING ROUTE 7 EXHIBIT A

11756	ISLAND TREES	74 FARMEDGE RD	16 STEPHEN E KAROPCZYC SCHOOL	5 HU6	1 LLU16	200	41 200	7017	- I	110111111111111111111111111111111111111
11756	ISLAND TREES	74 FARMEDGE RD					\$ 05 3 05 3 05	AD1/		217040 HEMP
11756	LEVITTOWN	101 OWL PL					39 SD6	AD17		217039 HEMP
11756	LEVITTOWN	4 SUMMIT LN	36 SUMMIT LANE SCHOOL	E HD6	<u>1015</u>	6 CD2	37 SD6	AD17		217037 HEMP
11756	LEVITTOWN	35 PELICAN RD	D6 LEVITTOWN NORTHSIDE SCHOOL	5 HD6	2 LD15	6 CD2	33 SD6	AD17	HEMP	217033 HEMP
11756	LEVITTOWN	35 PELICAN RD	D6 LEVITTOWN NORTHSIDE SCHOOL	90H	2 LD15	6 CD2	32 SD6	AD17	HEMP	217032 HEMP
11756	LEVITTOWN	4 SUMMIT LN	D6 SUMMIT LANE SCHOOL	15 HD6	2 LD15	6 CD2	27 SD6	AD17		217027 HEMP
11756	LEVITTOWN	35 PELICAN RD	D6 LEVITTOWN NORTHSIDE SCHOOL	5 HD6	2 LD15	6 CD2	26 SD6	AD17		217026 HEMP
11756	LEVITTOWN	35 PELICAN RD	D6 LEVITTOWN NORTHSIDE SCHOOL	15 HD6	2 1.015	6 CD2	20 SD6	AD17	_[	217020 HEMP
11756	LEVITTOWN	120 DIVISION AVE	DIVISION AVE HIGH SCHOOL	15 HD6	2 LD15	6 CD2	17 SD6	AD17	HEWP	217017 HEMP
11756	ISLAND TREES	74 FARMEDGE RD	D6 STEPHEN E KAROPCZYC SCHOOL	15 HD6	2 LD15	6 CD2	11 SD6	AD15	HEMP	215011
11756	LEVITTOWN	120 CENTER LN	HD6 WISDOM LANE SCHOOL		2 LD15	6 CD2	111 SD6	AD14	HEMP	214111
11756	LEVITIOWN		D6 WISDOM LANE SCHOOL	15 HD6	2 LD15	)6 CD2	110 SD6	AD14	HEMP	214110 HEMP
11783	SEAFORD	2170 SOUTHARD AVE	HD5 SEAFORD FIREHALL	<u> </u>	2 LD19	)8 CD2	107 SD8	AD14	HEMP	214107 HEMP
11783	SEAFORD		HD5 SEAFORD HARBOR SCHOOL	Ь	2 LD19	)8 CD2	106 SD8	AD14	HEMP	214106 HEMP
11783	SEAFORD	2170 SOUTHARD AVE	HD5 SEAFORD FIREHALL	1	2 LD19	)8 CD2	105 SD8	AD14	HEMP	214105 HEMP
11783	SEAFORD	2170 SOUTHARD AVE	HD5 SEAFORD FIREHALL		2 LD19	)8 CD2	104 SD8	AD14	HEMP	214104 HEMP
11783	SEAFORD	2170 SOUTHARD AVE	HD5 SEAFORD FIREHALL	1	2 LD19	)8 CD2	103 SD8	AD14	HEMP	214103 HEMP
11783	SEAFORD		HD5 SEAFORD HARBOR SCHOOL		2 1.019	)8 CD2	102 SD8	AD14	AMEH.	214102
11783	SEAFORD	3500 BAYVIEW AVE	HD5 SEAFORD HARBOR SCHOOL	ID19 H		)8 CD2	101 SD8	AD14	HENR	214101 HEMP
11783	SEAFORD	3500 BAYVIEW AVE	HD5 SEAFORD HARBOR SCHOOL	LD19 H	$\vdash$	)8 CD2	100 SD8	AD14	HEMP	214100 HEMP
11756	LEVITTOWN	239 GARDINERS AVE	HD6 ABBEY LANE SCHOOL	I	2 LD15	)6 CD2	95 SD6	AD14	214095 HEMP	214095
11783	SEAFORD	1590 WASHINGTON AVE	HD5 SEAFORD MANOR ELEM SCH	1	2 LD17	)8 CD2	32 SD8	AD14	214032 HEMP	214032
11783	SEAFORD	1590 WASHINGTON AVE	HD5 SEAFORD MANOR ELEM SCH	Д17 Н	<b>-</b>	38 CD2	31 SD8	AD14	HEMP	214031
11783	SEAFORD		HD5 SEAFORD MANOR ELEM SCH		)2 LD17	-	30 SD8	AD14	214030 HEMP	214030
11783	SEAFORD	ON AVE	HD5 SEAFORD MANOR ELEM SCH	LD17 H		38 CD2	29 SD8	AD14	214029 HEMP	214029
11756	NMOLLIAFI	610 GARDINERS AVE	HD6 GARDINERS AVE SCHOOL	D13 H	_	06 CD2	27 SD6	AD14	214027 HEMP	214027
11756	LEVITTOWN	610 GARDINERS AVE	HD6 GARDINERS AVE SCHOOL	LD15 H	1	06 CD2	19 SD6	AD14	214019 HEMP	214018
11756	LEVITTOWN	239 GARDINERS AVE	HD6 ABBEY LANE SCHOOL	D15 H	<u> </u>	D6 CD2	18 SD6	AD14	214018 HEMP	214018
11756	LEVITTOWN	239 GARDINERS AVE	HD6 ABBEY LANE SCHOOL	LD15 H		D6 CD2	17 SD6	A014	HEMP	214017
11756	LEVITTOWN	610 GARDINERS AVE	HD6 GARDINERS AVE SCHOOL	TD15 H		SD6 CD2	16 S	AD14	HEMP	214016
11756	LEVITTOWN	120 CENTER LN	HD6 WISDOM LANE SCHOOL	LD15 H		SD6 CD2	15 S	AD14	214015 HEMP	21401
11756	LEVITTOWN	610 GARDINERS AVE	HD6 GARDINERS AVE SCHOOL	LD13 H	-	D6 CD2	14 SD6	AD14	214014 HEMP	21401
qlZqq	PPTOWN	PPADDRESS	TD PPNAME	5	CD	SB	ED	ΑĐ	NWOT	T/AD/ED

11758	MASSAPEQUA	350 UNQUA RD	UNQUA SCHOOL		LD12	202	17 SD8	AD09		509017 OB
11758	MASSAPEQUA	23 CEDAR SHORE DR	GRACE EPISCOPAL PARISH HOUSE		LD12		16 SD8	AD09		509016 OB
11758	MASSAPEQUA		FAIRFIELD SCHOOL		LD12	CD2	15 SD8	AD09	윮	509015
11758	MASSAPEQUA	330 MASSAPEQUA AVE	FAIRFIELD SCHOOL		LD12	CD2	14 SD8	AD00		509014 OB
11758	MASSAPEQUA	23 CEDAR SHORE DR	GRACE EPISCOPAL PARISH HOUSE		LD12	CD2	13 SD8	AD09		509013 OB
11758	MASSAPEQUA	4925 MERRICK RD	MASSAPEQUA HIGH SCHOOL		ID12	CD2	12 SD8	AD08		509012 OB
11758	MASSAPEQUA	350 UNQUA RD	UNQUA SCHOOL		LD12	CD2	11 SD8	AD09		509011 OB
11758	MASSAPEQUA	451 UNQUA RD	MARJORIE POST COMM CENTER		LD12	CD2	10 SD8	AD09		509010 OB
11758	MASSAPEQUA	50 CARMAN MILL RD	A G BERNER MIDDLE SCHOOL		LD12	CD2	9 SD8	AD09		509009 OB
11758	MASSAPEQUA	451 UNQUA RD	MARJORIE POST COMM CENTER		Ш12	CD2	8 SD8	AD09	SB BO	509008
11758	MASSAPEQUA	451 UNQUA RD	MARJORIE POST COMM CENTER		ID12	CD2	7 SD8	AD09		509007 OB
11758	MASSAPEQUA	4925 MERRICK RD	MASSAPEQUA HIGH SCHOOL		LD12	CD2	6 SD8	AD09		509006 OB
11758	MASSAPEQUA	23 CEDAR SHORE DR	GRACE EPISCOPAL PARISH HOUSE		LD12	CD2	5 SD8	AD09		509005 OB
11758	MASSAPEQUA	23 CEDAR SHORE DR	GRACE EPISCOPAL PARISH HOUSE		LD12	CD2	4 SD8	AD09		509004 OB
11758	MASSAPEQUA	23 CEDAR SHORE DR	GRACE EPISCOPAL PARISH HOUSE		LD12	CD2	3 SD8	AD09	8	509003
11758	MASSAPEQUA	330 MASSAPEQUA AVE	FAIRFIELD SCHOOL		LD12	CD2	2 SD8	AD09	GB GB	509002
11758	MASSAPEQUA	330 MASSAPEQUA AVE	FAIRFIELD SCHOOL		LD12	CD2	1 SD8	AD09	В	509001 OB
11756	LEVITTOWN	239 GARDINERS AVE	ABBEY LANE SCHOOL	PGH PGH	LD15	CD2	64 SD6	AD17		217064 HEMP
11756	LEVITTOWN	120 CENTER LN	WISDOM LANE SCHOOL	HD6	LD15	CD2	63 SD6	AD17		217063 HEMP
11756	LEVITTOWN	120 CENTER LN	WISDOM LANE SCHOOL	9GH	LD15	CD2	62 SD6	AD17	HEMP	217062 HEMP
11756	LEVITTOWN	120 CENTER IN	WISDOM LANE SCHOOL	HD6	LD15	<u>유</u>	61 SD6	AD17	HEMP	217061
11756	LEVITTOWN	239 GARDINERS AVE	ABBEY LANE SCHOOL	HD6	LD15	CD2	60 SD6	AD17	Ĺ	217060 HEMP
11756	LEVITTOWN	45 WANTAGH AVE S	ISLAND TREES JR HIGH SCHOOL	HD6	D15	CD2	56 SD6	AD17		217056 HEMP
11756	NMOLLIAET	239 GARDINERS AVE	ABBEY LANE SCHOOL	HDG	LD15	CD2	55 SD6	AD17		217055 HEMP
11756	NMOLLIATI	45 WANTAGH AVE S	ISLAND TREES JR HIGH SCHOOL	HD6	LD15			AD17	HEWP	217053 HEMP
11756	LEVITTOWN	120 DIVISION AVE	DIVISION AVE HIGH SCHOOL	HD6	LD15	CD2	52 SD6	AD17	HEMP	217052 HEMP
11756	NMOLLIA	120 DIVISION AVE	DIVISION AVE HIGH SCHOOL	BG	달	CD2	51 SD6	AD17	HEMP	217051 HEMP
11756	LEVITTOWN	120 DIVISION AVE	DIVISION AVE HIGH SCHOOL	HD6	LD15	CD2	50 SD6	AD17	HEMP	217050 HEMP
11756	LEVITTOWN	101 OWL PL	STOKES SCHOOL	HD6	LD15	CD2	49 SD6	AD17	L.,	217049 HEMP
11756	LEVITTOWN	101 OWL PL	STOKES SCHOOL	HD6	ID15	CD2	48 SD6	AD17		217048 HEMP
11756	LEVITTOWN	101 OWL PL	STOKES SCHOOL	PG H	LD15	CD2	44 SD6	AD17	HEMP	217044 HEMP
11756	ISLAND TREES	74 FARMEDGE RD	STEPHEN E KAROPCZYC SCHOOL	HD6	LD15	CD2	43 SD6	AD17	HEMP	217043 HEMP
11756	ISLAND TREES	74 FARMEDGE RD	STEPHEN E KAROPCZYC SCHOOL	9 무	LD15	CD2	42 SD6	AD17	<u>L</u>	217042 HEMP
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## 2016 TRUCKING ROUTE 7 EXHIBIT A

11758	MASSAPEQUA	199 PITTSBURGH AVE	RAYMOND J LOCKHART SCHL		LD12	CD2	33 SD6	AD17	8	51/033 08
11758	MASSAPEQUA	199 PITTSBURGH AVE	RAYMOND J LOCKHART SCHL	-	LD12	CD2	32 SD6	AD17	SB B	517032 OB
11758	MASSAPEQUA	199 PITTSBURGH AVE	RAYMOND J LOCKHART SCHL		1012	CD2	31 SD6	AD17	8	517031 OB
11758	MASSAPEQUA	199 PITTSBURGH AVE	RAYMOND J LOCKHART SCHL		LD12	CD2	30 SD6	AD17	8	517030 OB
11758	N MASSAPEQUA	4250 JERUSALEM AVE	SCHWARTING SCHOOL		LD17	GD2	29 SD6	AD17	B	517029 OB
11758	N MASSAPEQUA	4250 JERUSALEM AVE	SCHWARTING SCHOOL		1017	GD2	28 SD6	AD17	B	517028
11758	N MASSAPEQUA	4250 JERUSALEM AVE	SCHWARTING SCHOOL		LD17	6 CD2	27 SD6	AD17	B	517027
11758	N MASSAPEQUA	4250 JERUSALEM AVE	SCHWARTING SCHOOL		LD17	6 CD2	26 SD6	AD17	8	517026 OB
11758	N MASSAPEQUA	4250 JERUSALEM AVE	SCHWARTING SCHOOL		Ш17	6 CD2	24 SD6	AD17	8	517024 OB
11758	N MASSAPEQUA	4250 JERUSALEM AVE	SCHWARTING SCHOOL		. LD17	6 CD2	23 SD6	AD17	ස	517023 OB
11758	N MASSAPEQUA	4250 JERUSALEM AVE	SCHWARTING SCHOOL		1517	6 CD2	22 SD6	AD17	8	517022
11762	MASSAPEQUA PARK	210 SPRUCE ST	JOHN P MC KENNA ELEMENTARY		<u>Г</u>	8 CD2	39 SD8	AD09	욦	509039
11762	MASSAPEQUA PARK	210 SPRUCE ST	JOHN P MC KENNA ELEMENTARY		LD12	8 CD2	38 SD8	AD09	B	509038
11762	MASSAPEQUA PARK	210 SPRUCE ST	JOHN P MC KENNA ELEMENTARY		! LD12	8 CD2	37 SD8	AD09	8	509037
11762	MASSAPEQUA PARK	210 SPRUCE ST	JOHN P MC KENNA ELEMENTARY	2	? LD12	8 CD2	36 SD8	AD09	æ	509036 OB
11762	MASSAPEQUA PARK	210 SPRUCE ST	JOHN P MC KENNA ELEMENTARY		LD12	8 CD2	35 SD8	AD09	œ	509035
11762	MASSAPEQUA PARK	210 SPRUCE ST	JOHN P MC KENNA ELEMENTARY	2	D12	8 CD2	34 SD8	AD09	윤	509034 OB
11762	MASSAPEQUA PARK	154 EAST LAKE AVE	EAST LAKE SCHOOL	2	<u>LD12</u>	8 CD2	33 SD8	AD09	œ	509033 OB
11762	MASSAPEQUA PARK	154 EAST LAKE AVE	EAST LAKE SCHOOL	2	<u> </u>  LD12		32 SD8	AD09	œ	509032 OB
11762	MASSAPEQUA PARK	154 EAST LAKE AVE	EAST LAKE SCHOOL	2	LD12		31 SD8	AD09	င္အ	509031
11762	MASSAPEQUA PARK	210 SPRUCE ST	JOHN P MC KENNA ELEMENTARY	2	2 LD12	8 CD2	30 SD8	AD09	8	509030
11762	MASSAPEQUA PARK	210 SPRUCE ST	JOHN P MC KENNA ELEMENTARY	2	? LD12	8 CD2	29 SD8	AD09	S	509029
11762	MASSAPEQUA PARK	210 SPRUCE ST	JOHN P MC KENNA ELEMENTARY	2	2 במבו	8 CD2	28 SD8	AD09	ОВ	509028 OB
11762	MASSAPEQUA PARK	210 SPRUCE ST	JOHN P MC KENNA ELEMENTARY	2	2 LD12	8 CD2	27 SD8	AD09	BO	509027 OB
11762	MASSAPEQUA PARK	151 FRONT ST	MASSAPEQUA PARK VILLAGE HALL	2	2 LD12		26 SD8	AD09	ОВ	509026 ОВ
11762	MASSAPEQUA PARK	210 SPRUCE ST	JOHN P MC KENNA ELEMENTARY	2	2 בוסו2		25 SD8	AD09	BO	509025
11762	MASSAPEQUA PARK	154 EAST LAKE AVE	EAST LAKE SCHOOL	2	2 LD12	8 CD2	24 SD8	AD09	ОВ	509024
11758	MASSAPEQUA	50 CARMAN MILL RD	A G BERNER MIDDLE SCHOOL	2		18 CD2	23 SD8	AD09	OB B	509023
11758	MASSAPEQUA	50 CARMAN MILL RD	A G BERNER MIDDLE SCHOOL	2	2 LD12	)8 CD2	22 SD8	AD09	80	509022 ОВ
11758	MASSAPEQUA	350 UNQUA RD	UNQUA SCHOOL	2	2  LD12	)8 CD2	21 SD8	AD09	80	509021 OB
11758	MASSAPEQUA	350 UNQUA RD	UNQUA SCHOOL	2	2 Ш12	)8 CD2	20 SD8	AD09	) (B	509020 OB
11758	MASSAPEQUA	4925 MERRICK RD	MASSAPEQUA HIGH SCHOOL	2	2 LD12	)8 CD2	19 SD8	AD09	ОВ	509019 OB
11758	MASSAPEQUA	4925 MERRICK RD	MASSAPEQUA HIGH SCHOOL	2	2 [Д]	)8 CD2	18 SD8	AD09	808	509018 OB
PPZIP	PPTOWN	PPADDRESS	PPNAME	ם מד	0 10	SD CD	ED. 9	AD	TOWN	T/AD/ED

11758	MASSAPEQUA	330 MASSAPEQUA AVE	FAIRFIELD SCHOOL		LD12	8 8 8	SD8	37	AD17 37 SD8 CD2 LD12		517037 OB
11758	MASSAPEQUA	330 MASSAPEQUA AVE	FAIRFIELD SCHOOL		LD12	OD2	SD8	36	AD17 36 SD8 CD2 LD12		517036 OB
11758	MASSAPEQUA	199 PITTSBURGH AVE	RAYMOND J LOCKHART SCHL		LD12	CD2	SD6	35	AD17   35 SD6 CD2 LD12		517035 OB
11758	MASSAPEQUA	199 PITTSBURGH AVE	RAYMOND J LOCKHART SCHL		LD12	CD2	SD6	34	AD17 34 SD6 CD2 LD12		517034 OB
PPZJP	PPTOWN	PPADDRESS	PPNAME	ö	e	용	SD	Œ	ਲੇ	NMOL	T/AD/ED TOWN AD ED SD CD LD TD



### NASSAU COUNTY BOARD OF ELECTIONS

240 OLD COUNTRY ROAD, 5<sup>TH</sup> 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 8 Medowridge Lane Glen Head, NY 11545

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,

Løuis G. Savinetti Republican Commissioner

David J. Gugerty

Democratic Commissioner

Check # 96/755 - \$2,500.00 - 62 bond.

Check # 4146 - \$160.00

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TO THE WASSAU, COUNTY

\*\*\*52,50000LtARS and 00CENTS\*\*

DATE 18/01/2015

\$ 2,590.00

WERD NUZZ BROTHERS NOUING SERUICE, INC.

MOBISE MEDITAGE COLLEGISES COCOLISES NEST COCOLI



### NASSAU COUNTY BOARD OF ELECTIONS

240 OLD COUNTRY ROAD, 5<sup>TH</sup> 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 Benkhoukha, 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:

All American Van Lines, Inc.
 303 Smith Street, Farmingdale, NY 11735

\$2,500 Official Check

 Super Express Service Inc./The Moving Doctor 108-20 180th Street, Jamaica NY 11433

\$2,500 Official Check

Nuzzi Bros. Moving Services, Inc.
 Meadowridge Lane, Glen Head, NY 11545

\$2,500 Cashier's Check

A Summary of the bids received is attached.

Louis G. Savinetti  $\mathscr O$ 

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 10:15A.M. Bid No 2016 BOE 1 Cont.# Department: B.O.F. Req No Title TRUCKING OF VOTING MACHINES			BIDDER NAME ALL AMERICAN	BIDDER NAME NUZZI BROTHERS	BIDDER NAME SUPER EXPRESS DBA MOVING DR	DETAILS OF A	WARD:
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
1	3	Per Scanner (DS-200)	59	7.5	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
ļ	6	Per Scanner (DS-200)	45	75	60	All American	45
		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
	01	Per Auto Mark	78	80	86	All American	78

Item . ROUTE No #	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.

Ďem 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

### NEWSDAY PROOF.

Advertiser:

NASSAU COUNTY BOARD OF ELECT

Agency:

NASSAU COUNTY BOARD OF ELECT

Ad Number: Start Date:

0021119059

09/21/2015

End Date:

09/21/2015

Price:

\$140.00

Ordered By:

Legaladv@newsday.com

Phone:

6165712411

Contact:

SONIA GUTIERREZ

Section:

Legals

Class:

11100

Size:

1 x 35

Times:

Date:

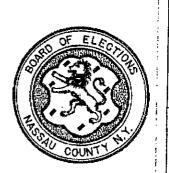
9/18/2015

Zone(s):

C-Naseau

•			
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<sup>th</sup> Floor Mineola, New York 11501-4800

BUYER

TELEPHONE

516-571-2565

**BID NUMBER** 

BID OPENING DATE

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 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

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	
	OVING SERVICE INC.
CITY 8 MEADOWRIDGE LANE	516-729-2992 STATE: V ZIP CODE 4 2 - TELEPHONE
CYEN HEAD	STATELY, ZIP CODE 1154 ELEPHONE
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

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,  $5^{TH}$  FLOOR

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

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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 WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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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.**

### 8 MEADOWRIDGE LANE GLEN HEAD, NY 11545 FAX: 516-656-4709 PHONE: 516-729-2992

9-28-15

EQUIPMENT LIST.

1999 INTERNATUONAL

2014 INTERNATIONAL

0)!@ 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.

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

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

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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 1<sup>st</sup> 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 WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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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.

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

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### 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 WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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John My

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 WITHIN DOORS UNLESS OTHERWISE-SPECIFIED. Down Of BIDDER

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PRICE SCHEDULE	<u>DELIVERY AND RETURN</u> <u>COST PER SCANNER (DS-200)</u>
Route # 1	\$Scanner (DS-200)
Route #2	\$
Route #3	\$ 76.60 Scanner (DS-200)
Route #4	\$Scanner (DS-200)
Route #5	\$ 16:00 Scanner (DS-200)
Route #6	\$Soanner (DS-200)
Route #7	\$ 4000 Scanner (DS-200)
Route #8	\$ 42.00 Scanner (DS-200)
Route #9	\$ 76.06 Scanner (DS-200)
Route #10	\$ 76.00 Scanner (DS-200)
	•
PRICE SCHEDULE	<u>DELIVERY AND RETURN</u> COST PER AUTO MARK
Route # 1	\$Auto Mark
Route #2	\$ 80.00 Auto Mark
Route #3	\$ 30.00 Auto Mark
Route #4	\$ 60.60 Auto Mark
Route #5	\$ 60.00 Auto Mark  \$ 80.00 Auto Mark  \$ 80.00 Auto Mark
Route #6	\$

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

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Route #7	\$ 30.00 A	uto Mark
Route #8	\$ 60.00 A	uto Mark
Route #9	\$	uto Mark
Route #10	\$_80.00_A	uto Mark
Cost of delivery and return per table for any route	\$ 9.00	<u>-</u>
Cost of delivery and return per chair for any route	\$_6.00	<b></b>
Cost of delivery and return per privacy booth for any route	\$ 1300	·
Cost per man-hour overtime Monday through Friday	\$ 3700	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.	s 1600.00	per truck, per election

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED, (CONTINUED ON PAGE

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Formal Sealed Bid:

Page 13

1. STAʻ	GLEN HEAD N. TE WHETHER:	Y. 11545	_TELEPHONE;	516-729-2992
. STA	TE WHETHER:			
		A CO	DRPORATION	xxx
		IND	IVIDUAL	
		PAR	TNERSHIP	
	CORPORATION O OFFICERS OR PAI		SHIP LIST NAME	E AND ADDRESSES OF
Pl	RESIDENT:			
V	ICE PRES.:		DOWRIDGE LAN ELLE NUZZI	VE GLEN HEAD N.Y. 11545
SI	ECRETARY:	8 ME	ADOWRIDGE LA	ANE GLEN HEAD N.Y. 1154
TI	REASURER:	MI	CHAEL NUZZI	
PA	ARTNERS:	8	MEADOWRIDGE	E-LANE CLEN-HEAD N.Y. 1
]	HAVE YOU EVER OF NASSAU?	FILED A QUA	ALIFICATION ST WHEN?1	FATEMENT WITH THE COUNT 970 thru 1990
I	HOW MANY YEAR YOUR PRESENT B	RS HAS YOUF USINESS NAI	R ORGANIZATIO ME?	ON BEEN IN BUSINESS UNDER
Ä	HAVE YOU, OR YO AWARDED TO YO WHY?	OUR FIRM, E' U BY NASSA	VER FAILED TO U COUNTY?	COMPLETE ANY WORK no. IF SO, WHERE AND

	none	11.		
WHAT IS THE EX ORGANIZATION	PERIENCE OF RELATING TO	THE PRINCIPA THE SUBJECT	L INDIVIDUALS OF OF THIS BID?	YOUR
INDIVIDUAL'S NAME		YEARS OF EXPERIENCE	MAGNITUDE & TYPE OF WORK	IN WHAT CAPACITY
DOMINIC NUZZI TIM WILLIAMS		(1	VOTING MACH	
		Y AND MEETII	N <b>GS WITH</b> BOE PE	RSONALL
THE CONTRACT, PERSONALY SUF	ISUAL SURVE	TO YOU OR YO	NGS WITH BOE PE OUR FIRM, WILL BI IAME, ADDRESS, A	<del>-</del>
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THE CONTRACT, PERSONALY SUF	ISUAL SURVE  IF AWARDED PERVISED BY V  DOMI	TO YOU OR YO WHOM? GIVE N	OUR FIRM, WILL BI IAME, ADDRESS, A	E ND PRESENT
THE CONTRACT, PERSONALY SUF POSITION.  LIST THE PROJECT	ISUAL SURVE  IF AWARDED  ERVISED BY V  DOMIN  8 ME  CTS WHICH YOU  THE PAST THR	TO YOU OR YOU OU	OUR FIRM, WILL BI IAME, ADDRESS, A pres.	E ND PRESENT  N.Y. 11545 FOR HAS
THE CONTRACT, PERSONALY SUF POSITION.  LIST THE PROJECT PERFORMED IN TAIL YOU FOR THIS T	ISUAL SURVE  IF AWARDED PERVISED BY V  DOMI  8 ME  CTS WHICH YOU THE PAST THR  YPE OF WORK DATE	TO YOU OR YOU OU	OUR FIRM, WILL BI IAME, ADDRESS, A pres. ANE GLEN HEAD UNDER CONTRAC' ICH YOU FEEL WIL	E ND PRESENT  N.Y. 11545  F OR HAS L QUALIFY  DRESS OF

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### 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).

Da	ate: 9-28-15
1)	Bidder's/Proposer's Legal Name: NUZZI BROS. MOVING SERVICE INC.
2)	Address of Place of Business: 8 MEADOWRIDGE LANE GLEN HEAD N.Y. 11545
Lis	st all other business addresses used within last five years;
3)	Mailing Address (if different):
	one: 516-729-2992
Do	es the business own or rent its facilities? own
4)	Dun and Bradstreet number:
5)	Federal I.D. Number: 11-354 5043
6)	The bidder/proposer is a (check one): Sole Proprietorship Partnership Corporation _x Other (Describe)
	Does this business share office space, staff, or equipment expenses with any other business?  Yes Noxx  If Yes, please provide details:

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8)	Does this business control one or more other businesses? Yes No X If Yes, please provide details:
9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes 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
1 <b>1</b> )	Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes No Y If Yes, state date, court jurisdiction, amount of liabilities and amount of assets
	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 NoX If Yes, provide details for each such investigation
,	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

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

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limited to individua Yes, pro	o federal, state and local regulatory agencies, for matters pertaining to that al's position at or relationship to an affiliated business. Yes No If vide details for each such investigation.
employm	•
	a) Any felony charge pending? No X Yes If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? No \( \sqrt{\text{Yes}} \) 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 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 V Yes If Yes, provide details for each such occurrence.

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

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amiateu	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 \(\frac{\chi}{\chi}\) Yes; If Yes, provide details for each such instance.				
including provide of checked	past (5) tax years, has this business failed to file any required tax returns or pay any applicable federal, state or local taxes or other assessed charges, but not limited to water and sewer charges? No \(\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\tex				
<del></del>					
Provide a de photocopy th	stailed response to all questions checked "YES". If you need more space, ne appropriate page and attach it to the questionnaire.				
17) Conflict o	of Interest: 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				

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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

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b)

Nassau County.

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limited to individua Yes, pro	o federal, state and local regulatory agencies, for matters pertaining to that list position at or relationship to an affiliated business. Yes No If wide details for each such investigation.
pusiness	current or former director, owner or officer or managerial employee of this had, either before or during such person's employment, or since such
time of e	ent if the charges pertained to events that allegedly occurred during the mployment by the submitting business, and allegedly related to the conduct isiness:
	a) Any felony charge pending? No X 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 Y Yes If Yes, provide details for each such occurrence.

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

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proceed	ast (5) years, has this business or any of its owners or officers, or any other business had any sanction imposed as a result of judicial or administrative ings with respect to any professional license held? No \(\frac{\chi'}{\chi'}\) Yes \(\); If vide details for each such instance.
including provide o checked	past (5) tax years, has this business failed to file any required tax returns or pay any applicable federal, state or local taxes or other assessed charges, but not limited to water and sewer charges? No $X$ Yes If Yes, details for each such year. Provide a detailed response to all questions 'YES'. If you need more space, photocopy the appropriate page and attach questionnaire
Provide a de photocopy th	tailed response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.
17) Conflict c	
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.

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future.

### 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 BRIVE	
City/State	MINEOLA N.Y.	
Telephone	516-571-1634	

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## **NUZZI BROTHERS MOVING SERVICES, INC.**

### 8 MEADOWRIDGE LANE GLEN HEAD, NY 11545

FAX: 516-656-4709 PHONE: 516-729-2992

9 - 28 - 15

#### NASSAU COUNTY BOARD OF ELECTIONS

RESUME OF NUZZI BROS. MOVING SERVICE.

PERSONS OF FINANCIAL INTEREST

DOMINIC NUZZI

MICHELLE NUZZI
RESIDING AT 8 MEADOWRIDGE LANE GLEN HEAD N.Y. 11545

OFFICERS OF COMPANY

DOMINIC NUZZI PRES. MICHELLE NUZZI TREAS. MICHAEL NUZZI SEC.

ALL RESIDING AT 8 MEADOWRIDGE LANE GLEN HEAD N.Y. 11545

inc. in the state of new york

FIRM EMPOYES 6 full time employees.

REVUNE 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.

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

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

PRES.

THANK YOU

#### 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

\_\_\_\_\_ 05/04/2000

WESTBURY, NY 11590

REGISTERED AGENT \_\_\_\_\_\_

STOCK:

200 NPV \*

<b>作证,以以此还存在日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日</b>			化非社互联合自由部门自事工	*=========
FILER	fees	160.00	PAYMENTS	160.00
7 T	for the real day			
DANIEL SAMETA, CPA 1456 DEER PK AVE.	FILING CERT	125.00	CASH CHECK CHARGE	0.00 0.00 0.00
N. BABYLON, NY 11703	COPIES HANDLING	0.00 25.00	DRAWDOWN BILLED REFUND	0.00 160.00 0.00

Fax#	516-571-2534
E-Mail Address_	
	VILLAGE OF MINEOLA
	155 WASHINGTON AVE. JOSEPH R. SCALERO
Address	MINEOLA N.Y. 11501
	516-746-0750
	516-746-5602
E-Mail Address	
Company	INC. VILLAGE OF FLORAL PARK
Contact Person	SUSAN E. WALSCH
	ONE FLORAL BLVD.
	FLORAL PARK N.Y. 110-02
	516-326-6300
Fax #	
F-Mail Address	WWW FDVIIIACE ODG

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# CERTIFICATION

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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.
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 the reduced by the best of my knowledge, information and belief the reduced by the best of my knowledge, information and belief the reduced by the best of my knowledge, information and belief the reduced by the best of my knowledge, information and belief the reduced by the best of my knowledge, information and belief the reduced by the best of my knowledge, information and belief the reduced by the best of my knowledge, information and belief the reduced by
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 30 20 20 20 20 20 20 20 20 20 20 20 20 20
Name of submitting business: NUZZI BROS. MOVING SERVICE INC?
By: DOMINIC NUZZI  Print name
Down Cole
Signature
PRES.
Title
9,30,15
Date

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#### 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

Principal NameDOMINIC NUZZI
Date of birth 02 / 08 / 41
Home address 8 MEADOWRIDGE LANE
City/state/zip GLEN HEAD N.Y. 11545
Business address same
City/state/zipsame
Telephone 516-729-2992
Other present address(es)
City/state/zip
Telephone
List of other addresses and telephone numbers attached
Positions held in submitting business and starting date of each (check all applicable)  President Ob 1 Of Dec Treasurer Ob 1 Of Jose  Chairman of Board/ Shareholder//  Chief Exec. Officer/_ Secretary Ob 1 Of Jose  Chief Financial Officer/_ Partner/_/  Vice President/_ / Partner//

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	100	
<b>3</b> , 	Do y NO	you have an equity interest in the business submitting the questionnaire?  X YES If Yes, provide details.
<b>4</b> .	or a	there any outstanding loans, guarantees or any other form of security or lease ny other type of contribution made in whole or in part between you and the ness submitting the questionnaire? NO X YES If Yes, provide details
5.	oriņe	in the past 3 years, have you been a principal owner or officer of any business of-for-profit organization other than the one submitting the questionnaire? NO YES; If Yes, provide details.
6.	liste	any governmental entity awarded any contracts to a business or organization d in Section 5 in the past 3 years while you were a principal owner or officer?  YES If Yes, provide details.
	natic	affirmative answer is required below whether the sanction arose ally, by operation of law, or as a result of any action taken by a government
Prov	de a	detailed response to all questions checked "YES". If you need more space, the appropriate page and attach it to the questionnaire.
7. li o	n the rgani	past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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 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 <u>b</u> 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 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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		affect such business's ability to bid or propose on contract? NO YES If Yes, provide details for each such instance.		
8.	during state of ago ar process (Providence)	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings the past 7 years, and/or for any portion of the last 7 year period, been in a of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ad/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance, de a detailed response to all questions checked "YES". If you need more photocopy the appropriate page and attach it to the questionnaire.)		
	a)	Is there any felony charge pending against you? NO $\sqrt{\frac{1}{2}}$ 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? NOY YES		
	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.		
	е)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO 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 antitrust 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 YES If Yes, provide details for each such investigation.			

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

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- 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 Y = YES \_ Y 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 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 YES \_\_\_\_\_ If Yes, provide details for each such year.

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

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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, <u>lo mulgil</u>, 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.

inducement to enter into a contract with the submitting
Sworn to be to ream eight wink day of Sorph 201.  Notary Public, State of New York  No. 01805074354  Qualified in Nassau County Commission Expires March 10,
Notary Public
NUZZI BROS. MOVING SERVICE INC.
Name of submitting business
DOMINIC NUZZI
Print name
Donne ( lege
Signature
PRES.
Title
9/30/15 Date

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#### 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: 8 MEADOWRIDGE LANE
	City, State and Zip Code: GLEN HEAD N.Y. 11545
2.	Entity's Vendor Identification Number: 11-354 5043
3.	Type of Business:xxPublic CorpPartnershipJoint Venture
	Ltd. Liability CoClosely Held CorpOther (specify)
officer	List names and addresses of all principals; that is, all individuals serving on the of Directors or comparable body, all partners and limited partners, all corporate s, all parties of Joint Ventures, and all members and officers of limited liability nies (attach additional sheets if necessary):
,	DOMINIC NUZZI
	MICHELLE NUZZI
	MICHAEL NUZZI
A)	LL ABOVE RESIDE AT 8 MEADOWRIDGE LANE ELEN HEADS N.Y. 11545

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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., prebid, 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) N	ame, title, business a	A	phone number o	
		***************************************	<del></del>	
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			-	
(b) Do	escribe lobbying action by the section by the section is activities.			
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			-MARIA	
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(c) Lis e.g., Nassau Cou	st whether and where inty, New York State	e the person/orga ):	anization is regi	stered as a lobbyist
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8.	VERIFICATION:	This section must be signed	by a principal of the consultant,
contrac	tor or Vendor author	orized as a signatory of the fir	rm for the purpose of executing
Contrac	ots.	•	purpose of encouning

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: 96/18

Signed:

Print Name /

Title

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

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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 limite 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.
Mora
offer detail
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, he lobbyist is retained, employed or designated:
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Page 2 of 4				
				•
<ol> <li>Describe lobbying activity identify client(s) for each activity of lobbying activities.</li> </ol>			nassau County implete descrip	
	Mora			
5. The name of persons, organobbyist expects to lobby:	nizations or govern	mental entities	before whom t	he
	Mara			

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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:\_//

Signed

Print Name

Title:

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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) <u>Nassau County Living Wage Law.</u> 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) <u>Acceptability; Deductibles; Subcontractors</u>. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (<u>i</u>) 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) <u>Delivery: Coverage Change; No Inconsistent Action</u>. 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) <u>Performance Bond</u>. 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (<u>ii</u>) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (<u>iii</u>) upon mutual written Agreement of the County and the Contractor, and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "<u>Cause</u>" includes: (<u>i</u>) a breach of this Agreement; (<u>ii</u>) 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 (<u>iii</u>) 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) <u>Contractor Assistance upon Termination</u>. 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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. 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. <u>Consent to Jurisdiction and Venue; Governing Law</u>. 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
14. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hull My dollars (\$600) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by
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.

Value of contract:

Administrative fee:

\$0 - \$5,000

\$0

\$5,001 - \$50,000

\$160

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Formal Sealed Bid:

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\$50,001 - \$ 100,000

\$266 \$533

\$100,001 or more \$5

- 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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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:

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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.
and bel	y certify that I have read the foregoing statement and, to the best of my knowledge ief, it is true, correct and complete. Any statement or representation made herein accurate and true as of the date stated below.
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DOMIN	of Chief Executive Officer  of Chief Executive Officer
Sworn	to before me this
30	day of, 20 BARBARA BOTWINICK Notary Public, State of New York No. 01B05074354 Qualified in Nassau County Commission Expires March 10,
Notary	Public Bot and Bot and
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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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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.

Signature/Date

DOMINIC NUZZI PRES.

Print Name and Position

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FROM NUZZI ... brodS .... MOVING SERVICE INC. 

GLEN...HEAD...N.,Y.,.....1.1545

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# FORMAL BII

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

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