



Nassau County
Office of Purchasing

Staff Summary A-53-2020

Subject: Rubbish, Refuse and Debris Removal Services (S/B # 91027-04300-060)
Department: Department of Shared Services, Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date: August 04, 2020
Vendor Name: Jamaica Ash & Rubbish Removal Co. Inc.
Contract Number A-53-2020
Contract Manager Name Timothy Funaro

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
<i>M</i>	Budget	8/31/20 <i>MM</i>	County Atty.
	Deputy C.E.	10/21/20 <i>MM</i>	County Exec.

Narrative

Purpose: To authorize and award a blanket purchase order for Rubbish, Refuse and Debris Removal Services for the Nassau County Department of Public Works.

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

21 Vendors viewed the bid		
5 Woman Owned Business	5 Minority Owned	9 Small business
0 Service Disabled (Veteran) owned	1 Veterans Owned	

Three bids were received; the vendor recommended for this award was categorize as a small business.

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

Impact on Funding: The maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services shall be Five Million Dollars (\$5,000,000.) from general fund index codes PWGEN0240, 0640, 0642, 0644 and PWCAPCAP.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to Jamaica Ash & Rubbish Removal Co. Inc. as the lowest responsible bidder meeting specifications.

L h : 0 V L 2 100 0207

APPROVED:

T. Funaro 8/27/20

INCOMING SECTION
RECEIVED
OCT 27 2020

RULES RESOLUTION

1-2020

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE BLANKET ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND JAMAICA ASH & RUBBISH REMOVAL CO. INC.

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

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Jamaica Ash & Rubbish Removal Co. Inc. meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

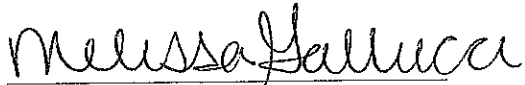
RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase Blanket Order with Jamaica Ash & Rubbish Removal Co. Inc.

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-53-2020**
FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES
DATE: August 05, 2020
SUBJECT: RESOLUTION – THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE BLANKET ORDER IN THE AMOUNT OF FIVE MILLION DOLLARS (\$5,000,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO JAMAICA ASH & RUBBISH REMOVAL CO. INC. FOR RUBBISH REFUSE AND DEBRIS REMOVAL SERVICES.

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


MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL:

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





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☒ NO ☐ If yes, to what campaign committee?

Martins for Nassau

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

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

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

Electronically signed and certified at the date and time indicated by:
Emedio Fazzini [EFAZZINI@JAMAICAASH.COM]

Dated: 08/31/2020 12:34:51 PM

Vendor: Jamaica Ash & Rubbish Removal Co. Inc.

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

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

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

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Emedio Fazzini [EFAZZINI@JAMAICAASH.COM]

Dated: 08/31/2020 12:35:31 PM

Vendor:

Jamaica Ash and Rubbish Removal
Co., Inc.

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

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 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: Emedio Fazzini
Date of birth: 05/28/1932
Home address: 1911 Valentines Road
City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590
Country: US

Business Address: 172 School Street
City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590
Country: US
Telephone: 516-333-2211

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

List of other addresses and telephone numbers attached

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

President	<u>03/01/1978</u>	Treasurer	<u>09/01/1982</u>
Chairman of Board	<u>03/01/1978</u>	Shareholder	<u>01/26/1949</u>
Chief Exec. Officer	<u>03/01/1978</u>	Secretary	<u>09/01/1982</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Stockholder

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Promissory Note for a total of \$2,079,187.00

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Family Realty Co.; Jet Sanitation Service Corp.; Jet Realty Company

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 ☐ If Yes, provide details.

Upon information and belief, Jet Sanitation Service Corp. has contracts with governmental entities.

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

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

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Emedio Fazzini , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

Jamaica Ash and Rubbish Removal Co., Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Emedio Fazzini [EFAZZINI@JAMAICAASH.COM]

President

Title

08/31/2020 12:44:13 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Carolyn Kenavan
Date of birth: 05/14/1960
Home address: PO Box 187
City: Cold Spring Harbor State/Province/Territory: NY Zip/Postal Code: 11724
Country: US

Business Address: 173 School St. Second Floor
City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590
Country: US
Telephone: 516-333-2211

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>01/01/2000</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

As a stockholder.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ 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 ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Carolyn Kenavan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

Jamaica Ash & Rubbish Removal Co., Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Carolyn Kenavan [CAROLYN@JAMAICAASH.COM]

Shareholder

Title

08/03/2020 02:21:39 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Anthony E. Core
Date of birth: 04/06/1964
Home address: 535 Split Rock Rd.
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US

Business Address: 173 School Street, Third Floor
City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590
Country: US
Telephone: 516-997-2700

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>01/01/2000</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

As a stockholder.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Anthony E. Core, P.C.; Encon Industries Corp.; Omni Recycling of Westbury, Inc.; Omni Recycling of Babylon,

Inc.; Langeman Realty Management Inc.; J.A. Container Repair Corp.; West End Waste Reduction, Inc.; GSR Holdings, LLC; Industrial Construction Management Ltd.; Bayberry Hill Development Core.

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 ☐ If Yes, provide details.

BOTH Omni Recycling companies have many Town and Village contracts for recycling, waste and transfer Station Operational Services. Encon has a contract with the Town of Babylon to collect its residential waste and recycling. West End is a current bidder in North Hempstead. That is to the best of my knowledge.

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

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

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Anthony E. Core , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

Jamaica Ash & Rubbish Removal Co., Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Anthony E. Core [ACORE@JAMAICAASH.COM]

Shareholder

Title

08/03/2020 01:42:06 PM

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).

Date: 08/31/2020

1) Proposer's Legal Name: Jamaica Ash & Rubbish Removal Co., Inc.

2) Address of Place of Business: 172 School Street

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

3) Mailing Address (if different): 173 School Street

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

Phone: (516) 333-2211

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

4) Dun and Bradstreet number: 173 School Street

5) Federal I.D. Number: 11-1596642

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☒ NO ☐ If yes, please provide details:

Shared Office Space with Westbury Paper Stock Corp.

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

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

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

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

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

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

17 Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

no conflict exists

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

If a conflict of interest should arise, we would take the proper measures to correct them.

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

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

01/26/1949

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Having 10% or greater interest in the company: Emedio Fazzini, 1911 Valentines Road, Westbury, NY 11590, President, Treasurer, Secretary; Anthony E. Core, 535 Split Rock Road, Syosset, NY 11791, Shareholder; Carolyn Kenavan, 1262 Moores Hill Road, Syosset NY 11971, Shareholder.

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

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

Emedio Fazzini, 1911 Valentines Road, Westbury, NY 11590, President, Treasurer, Secretary

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

45

- vi) Annual revenue of firm;

35000000

- vii) Summary of relevant accomplishments

Oldest Sanitation Company on Long Island. Has permits in all Towns and Villages in Nassau County

- 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.

Company has serviced the County of Nassau for many years

- 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	Locust Valley Central School District		
Contact Person	Henry Alilionis		
Address	22 Horse Hollow Road		
City	Locust Valley	State/Province/Territory	NY
Country	US		
Telephone	(516) 227-5000		
Fax #			
E-Mail Address	halilionis@lvcsd.k12.ny.us		

Company	Jericho Union Free School District		
Contact Person	Victor Manuel		
Address	99 Old Cedar Swamp Road		
City	Jericho	State/Province/Territory	NY
Country	US		
Telephone	(516) 203-3600		
Fax #			
E-Mail Address	vmanuel@jerichoschools.org		

Company	Inc. Village of Valley Stream		
Contact Person	Tom McAleer		
Address	123 South Central Avenue		
City	Valley Stream	State/Province/Territory	NY
Country	US		
Telephone	(516) 825-4200		
Fax #			
E-Mail Address	tmcaleer@vsvny.org		

I, Emedio Fazzini , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

Name of submitting business: Jamaica Ash and Rubbish Removal Co., Inc.

Electronically signed and certified at the date and time indicated by:
Emedio Fazzini [EFAZZINI@JAMAICAASH.COM]

President
Title

08/31/2020 12:39:52 PM
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Jamaica Ash & Rubbish Removal Co., Inc.

Address: 172 School Street

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

2. Entity's Vendor Identification Number: 11-1596642

3. Type of Business: Closely Held Corp (specify) _____

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

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

with 10% or greater interest in the company: Emedio Fazzini, 1911 Valentines Road, Westbury, NY 11590; Anthony E. Core, 535 Split Rock Road, Syosset, NY 11791; Carolyn Kenavan 1262 Moores Hill Road, Syosset, NY 11791

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

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

Companies Owned by family members: Westbury Paper Stock Corp., Omni Recycling, Meadow Carting, Encon Industries Corp., and other Real Estate, Service and holding companies

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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

October 1, 2020

Nassau County's Consultant's, Contractor's and Vendor's Disclosure Form:

Jamaica Ash & Rubbish Removal Co., Inc.
172 School Street,
Westbury, New York 11590

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):

Question 4 Response:

Emedio Fazzini, 1911 Valentines Road, Westbury, NY 11590

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

None

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

None

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

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

Electronically signed and certified at the date and time indicated by:


Emedio Fazzini [EFAZZINI@JAMAICAASH.COM]

Dated: 08/31/2020 12:40:50 PM

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.

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 91027-04300-060
	COUNTY OF NASSAU BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		Dated: Ad. 04/09/2020
			BID OPENING DATE April 30, 2020 11:00 A.M. E.S.T.
BUYER Timothy Funaro		TELEPHONE 516-571-7720	REQUISITION NUMBER OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Rubbish Refuse and Debris Removal Services

MAY 14 2020

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

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

OPENED 11 AM

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

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

DELIVERY MADE TO:

Various Nassau County Locations

GUARANTEED DELIVERY DATE

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

11-1596642

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER <u>Jamaica Ash + Rubbish Removal Co., Inc.</u>			
ADDRESS <u>173 School Street, 1st Floor</u>			
CITY <u>Westbury</u>	STATE <u>NY</u>	ZIP CODE <u>11590</u>	TELEPHONE <u>(516) 333-2211</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>Emilio Fazzoni</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>President</u>	

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

BID TERMS AND CONDITIONS

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

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
(d) To pay for 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 has to be made, and of the County of Nassau and the State of New York.
(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
(h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: Jamaica Ash + Rubbish Removal Co. Inc.

Address: 173 School Street, 1st floor, Westbury, NY 11590

Telephone No: (516) 333-2211 Fax No: (516) 333-9302

1. State Whether: A Corporation New York - 1949

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

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

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.

*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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Amel Fargem Pres
BIDDER

President
TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: Jamaica Ash's Rubbish Removal Co., Inc.

ADDRESS: 72 School Street, Westbury NY 11590

1. STATE WHETHER: CORPORATION ☒ INDIVIDUAL ☐ PARTNERSHIP ☐

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT

Emedio Fazzoni - 1911 Valentine Road, Westbury NY 11590

VICE PRESIDENT

SECRETARY Emedio Fazzoni - " " " " " "

TREASURER Emedio Fazzini " " " " " "

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? YES
IF SO WHEN? January 2005

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 27 1/2 years

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?

Waste Collection & Recycling

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<u>Emedio Fazzini</u>	<u>President</u>	<u>60+ years</u>	<u>Operations</u>	<u>President</u>
<u>Anthony E. Core</u>	<u>General Counsel</u>	<u>35+ years</u>	<u>Legal</u>	<u>General Counsel</u>

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

Jamaica Ash is the current vendor

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Emedio Fazzoni
BIDDER

President
TITLE

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

Anthony Core - (516) 997-2700; acore@jamaicaash.com; General Counsel
John Peters - (516) 333-2211; jpeters@jamaicaash.com; General Manager

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

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

1. REFERENCE'S NAME:

Jenicho UFSD

ADDRESS:

99 Old Cedar Swamp Road
Jenicho, NY 11753

TELEPHONE:

(516) 203-3600

CONTACT PERSON

Victor Manuel

CONTRACT DATE:

Current vendor

2. REFERENCE'S NAME:

Locust Valley Central School District

ADDRESS:

22 Horse Hollow Road
Locust Valley, NY 11560

TELEPHONE:

(516) 277-5000

CONTACT PERSON

Henry Alilionis

CONTRACT DATE:

Rep for Locust Valley Schools and
Port Washington School District (Current Vendor)

3. REFERENCE'S NAME:

Inc. Village of Valley Stream

ADDRESS:

123 South Central Avenue
Valley Stream, NY 11580

TELEPHONE:

(516) 825-4200 ex. 5143

CONTACT PERSON

Tom McAleer

CONTRACT DATE:

Current collection vendor

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Amel Fazzini

BIDDER

President

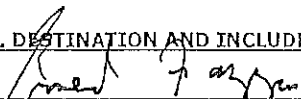
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USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

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

~~PLEASE CHECK ONE:~~



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

OR



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

Dated: 4.29.2020

(Signature of Bidder)

Ened Fazzini

Print Name:

Enedio Fazzini

Print Title:

President

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Ened Fazzini
BIDDER

President

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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 by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

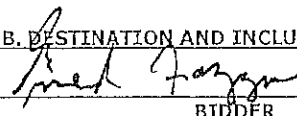
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

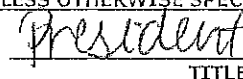
- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably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

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

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

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

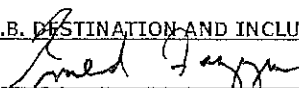
Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit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

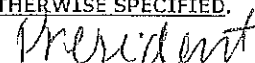
Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members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

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

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INDEMNIFICATION:

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

DEFINITIONS:

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

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

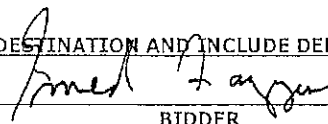
M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by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

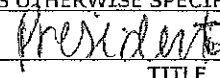
IMPORTANT

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

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

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TITLE

REQUIRED VENDOR DISCLOSURE FORMS

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

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

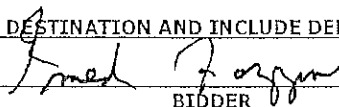
- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers,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

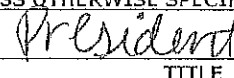
PLEASE NOTE:

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

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REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing**, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

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

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

Ordinance # 72-2014

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

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INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **Rubbish Refuse and Debris Removal Service** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be made under Blanket orders.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made TWO (2) Days A/R/O.

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

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

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

NO PARTIAL PAYMENTS WILL BE PAID.

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

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

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BIDDER SIGN HERE

Ernest A. Meyer
BIDDER

President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91027-04300-060

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

Jamaica Ash + Rubbish Removal Co. Inc.

CLAIMANT NAME DATE
Imesh Fajgoni _____
BY (SIGNATURE) TITLE
President

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

_____ Claimant Name	_____ Date
_____ By Signature	_____ Title

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

Vendors may download claim form NIFS560 at the following URL:

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

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have

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Imesh Fajgoni

BIDDER

President

TITLE

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

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

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

BIDDER SHALL STATE WARRANTY
PERIOD: _____

none

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

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

none

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

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

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

STATE PRICE PROTECTION PERIOD: 30 DAYS AFTER BID OPENING

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

365

days.

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

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

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Michael F. Ryan
BIDDER

President
TITLE

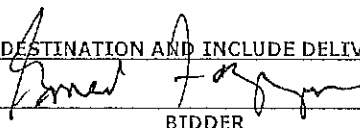
rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

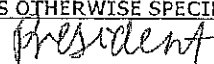
PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free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

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

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

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

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

- A) Certificate of Insurance name the County of Nassau as co-insured: _____
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause): _____

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

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

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

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

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

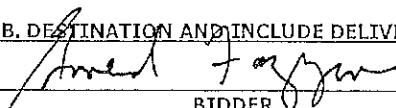
Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

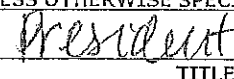
EVALUATION:

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

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BIDDER


TITLE

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

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

RIGHT TO KNOW LAW AND "OSHA"

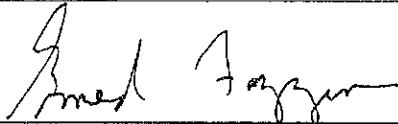
PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID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

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

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

CERTIFICATION:

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

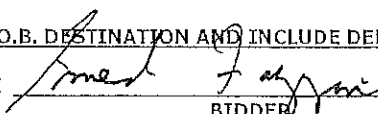
X 
Signature

President
Title

4-29-2020
Date

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BIDDER

President

TITLE

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

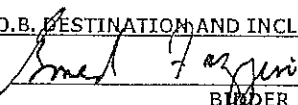
TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

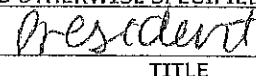
VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper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

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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BIDDER


TITLE

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

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

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

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

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

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

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

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

this 29th day of April, 20 20 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Jamaica Ash + Rubbish Removal Co. Inc

Address: 172 School Street


Street: Westbury, NY 11590

City, Town, etc:

Telephone: (516) 333-2111 / Fax: (516) 333-9302 email: jpeters@jamaicaash.com

If applicable, responsible Corporate Officer

Name Emedio Fazzini Title President

Signature: Emedio Fazzini 

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

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Emedio Fazzini
BIDDER

President
TITLE

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

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

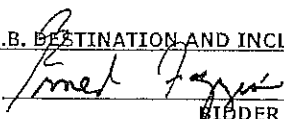
The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau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

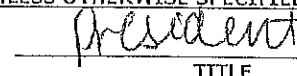
Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

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

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TITLE

Living Wage

Section 1. Authority and Usage

- a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.
- b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

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

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

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

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

- d. Employee and Employer.

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

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

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

ii. An Employee is not:

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

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

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

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

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

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

3. Amendments, Extensions and Renewals

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

b. Determination of Applicability.

i. County Service Contracts.

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

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

ii. County Financial Assistance Agreements.

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

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

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

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

4. Waiver of the Law

a. Application of the Provision

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

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

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

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

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

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

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

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

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

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

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

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

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

OR

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

OR

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

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

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

OR

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

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

AND (If Criteria 1, 2 or 4)

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

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

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

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

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

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

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

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

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

c. Waiver and Procurement

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- i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.
- ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

- i. Review of a request for a waiver must be made by the Office of Compliance.
- ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.
- iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.
- iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

- i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.
- ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

- a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.
- b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

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

6. Certification of Compliance

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

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

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

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

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

7. Nassau County Employees

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

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

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

Appendix L

Certificate of Compliance

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

The chief executive officer of the Contractor is:

Emedio Fazzini (Name)
173 School Street, 1st Floor, Westbury NY 11590 (Address)
(516) 333-2211 (Telephone Number)

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

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In the past five years, Contractor _____ 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:

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:

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

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

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91027-04300-060

April 29th, 2020
Dated

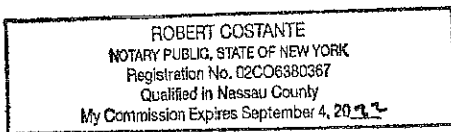
Emedio Fazzini
Signature of Chief Executive Officer

Emedio Fazzini
Name of Chief Executive Officer

Sworn to before me this

29th day of April, 2008.

Robert Costante
Notary Public



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Emedio Fazzini
BIDDER

President
TITLE

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions *A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents.* Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

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

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

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RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

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

PRE BID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call _____ for an appointment to visit the site.

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

Part I Rubbish, Refuse and Recycling Removal Services

Approximate yearly usage \$3,000,000.00

RUBBISH, REFUSE AND RECYCLING MATERIALS REMOVAL INTRODUCTION

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

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

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SCOPE OF SERVICES

RUBBISH, REFUSE AND RECYCLING MATERIAL REMOVAL

- a. THE CONTRACTOR SHALL PROVIDE THE REQUIRED SERVICES AND SHALL PAY ALL COSTS, INCLUDING TIPPING FEES, FOR THE STORAGE, HANDLING, REMOVAL, TRANSPORT AND DISPOSAL OF RUBBISH AND REFUSE COLLECTED FROM VARIOUS FACILITY LOCATIONS.
- b. THE CONTRACTOR SHALL PROVIDE THE REQUIRED SERVICES AND SHALL PAY ALL COSTS FOR THE HANDLIN REMOVAL, TRANSPORT AND PROCESSING OF RECYCLABLE MATERIALS WHICH MAY INCLUDE MIXED PAPER, COMMINGLED BEVERAGE CONTAINERS AND CARDBOARD GENERATED AT VARIOUS NASSAU COUNTY GOVERNMENT FACILITY LOCATIONS. LOCATIONS THAT MAY USE RECYCLING SERVICES:
- EXECUTIVE AND LEGISLATIVE BLDG. - 1550 FRANKLIN AVE. MINEOLA NASSAU
 - COUNTY OFFICE BLDG. - 1 WEST ST., MINEOLA
 - NASSAU COUNTY OFFICE BLDG. - 240 OLD COUNTRY ROAD, MINEOLA NASSAU COUTNY
 - OFFICE BLDG. - 100, 200, 400 COUNTY SEAT DR., MINEOLA NCPD HEADQUARTERS - 1490 FRANKLIN AVE., MINEOLA, NY
 - NASSAU COUNTY FACILITIES MGMT BLDG. ADMINISTRATION BLDG. EISENHOWER PARK, EAST MEADOW NASSAU COUNTY CORRECTIONAL CENTER 100 CARMEN AVENUE, EAST MEADOW
 - NASSAU COUNTY COMMUNITY COLLEGE STEWART AVE, GARDEN CITY NASSAU
 - COUNTY DPW 1194 PROSPECT AVE, WESTBURY

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

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

c. DEFINITIONS OF MATERIALS TO BE RECYCLED:

- MIXED PAPER INCLUDES COMPUTER PAPER, COLOR PAPER, SHREDDED PAPER, NEWSPAPER, MAGAZINES, JUNK MAIL, WINDOWED ENVELOPES, SOFT COVER BOOKS, FAX PAPER, LETTERHEAD, STATIONARY, NOTEBOOK PAPER, MANILA FOLDERS, POST-IT NOTES, WHITE AND COLOR BOND PAPER, BROCHURES AND COLOR TABLET PAPER. \$ 75.00 PICK UP COST PER LOCATION IF OFFICIAL BOARD MARKET (PUBLICATION) IS AT OR BELOW \$ 240.00 PER TON. ★
- COMMINGLED BEVERAGE CONTAINERS INCLUDE CLEAR GLASS BOTTLES, PLASTIC BOTTLES, ALUMINUM CANS AND STEEL CANS. \$ 85.00 PICK UP COST PER LOCATION ★
- CARDBOARD IS CORRUGATED AND FLATTENED. (COST INCLUDED WITH MIXED PAPER
ABOVE IF SINGLE STREAM METHOD IS CHOSEN, \$ 125.00 PICK UP COST PER LOCATION ★

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

e. THE COUNTY RESERVES THE RIGHT TO CHANGE THE NUMBER AND SIZE OF CONTAINERS AND FREQUENCY O P/U'S OR CHANGE FROM A REGULAR P/U FREQUENCY TO AN ON-DEMAND SERVICE. CONTRACTOR SHALL BE PROVIDED WITH TWO (2) WEEKS NOTICE OF CHANGE IN P/U'S. IF THERE SHOULD BE A SIGNIFICANT CHANGE IN THE QUANTITY OF RECYCLABLE MATERIALS GENERATED AT A GIVEN FACILITY, THE CONTRACTOR AND NASSAU COUNTY SHALL NEGOTIATE A REASONABLE P/U SCHEDULE WHICH IS MUTUALLY AGREEABLE TO BOTH THE COUNTY AND THE CONTRACTOR.

★ collection by 4, 6 or 8 yd
Containers must be used.

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SCOPE OF SERVICES

RUBBISH, REFUSE AND RECYCLING MATERIAL REMOVAL

- f. INVOICES SHALL BE ADJUSTED BASED ON THE FEE PER CUBIC YARD (PLUS SPECIAL PRICING -SEE PRICING PAGES)
- g. MISSED P/U'S WILL BE DEDUCTED FROM INVOICES.
- h. THE DISPOSAL FEE IN THE BID SHALL BE EQUAL TO THE TIPPING FEE IMPOSED AT THE POINT OF REFUSE DISPOSAL. IF THIS CHARGE INCREASES AT SOME FUTURE DATE DURING THE CONTRACT PERIOD, THE COUNTY WILL PERMIT THE CONTRACTOR TO CLAIM AN AMOUNT EQUAL TO THE INCREASE IN THE DISPOSAL FEE. IF THIS CHARGE DECREASES AT SOME FUTURE DATE DURING THE CONTRACT PERIOD, THE COUNTY RESERVES THE RIGHT TO CLAIM AN AMOUNT EQUAL TO THE DECREASE IN THE DISPOSAL FEE. ADJUSTMENTS IN THE DISPOSAL FEE, IF NECESSARY, SHALL BE MADE ANNUALLY ON THE ANNIVERSARY DATE OF THE CONTRACT WITH THE APPROVAL OF THE COUNTY.
- i. ALL 64 GALLON CONTAINERS WILL BE 2-WHEELED TILT-TYPE CARTS WITH LIDS AND WILL BE PROVIDED BY THE COUNTY.
- j. CONTAINERS FOR THE STORAGE OF CARDBOARD SHALL BE PROVIDED BY THE CONTRACTOR AT EACH FACILITY LOCATION AS INDICATED BY AN ASTERISK AND CLEARLY LABELED "CARDBOARD ONLY" IN LARGE STENCILED LETTERING.
- k. THE CONTRACTOR SHALL ACCESS AND REMOVE THE RECYCLABLE MATERIALS FROM EACH FACILITY AS DIRECTED BY THE COUNTY. THE CONTRACTOR SHALL HAUL CONTAINERS FROM RECYCLING STORAGE AREAS OR STAGING AREAS, ~~INSIDE OR~~ OUTSIDE OF BUILDINGS AS DESIGNATED BY THE COUNTY TO THE CONTRACTOR'S HAULING TRUCK DURING COLLECTION.
- l. THE CONTRACTOR SHALL PROVIDE COVERED CONTAINERS FOR ALL ITEMS REQUESTED BY USING AGENCY.
- m. THE COUNTY ^{shall} ~~MAY~~ SUPPLY 4-YARD TOWABLE CONTAINERS IN PARK SITES AS AVAILABLE.
- n. UNLESS OTHERWISE STATED, IF P/U IS TO BE 1 TIME A WEEK, IT SHALL BE ON FRIDAY. IF P/U'S ARE TO BE 2 TIMES PER WEEK, THEY SHALL BE ON TUESDAY AND FRIDAY. IF P/U'S ARE 3 TIMES A WEEK, THEY SHALL BE ON MONDAY, WEDNESDAY AND FRIDAY. IF P/U'S ARE TO BE 5 TIMES A WEEK, THEY SHALL BE MONDAY, TUESDAY, WEDNESDAY, THURSDAY AND FRIDAY.
- o. "OD" REFERES TO ON-DEMAND. FOR THOSE FACILITIES DESIGNATED FOR OD SERVICE, THE CONTRACTOR SHALL P/U WITHIN 24 HOURS OF NOTIFICATION.
- p. THE CONTRACTOR SHALL PROVIDE UPON REQUEST BY THE COUNTY, ADDITIONAL CONTAINERS TO BE SPOT LOCATED BY THE COUNTY TO RECEIVE REFUSE AND RUBBISH FOR TEMPORARY ACTIVITIES, SUCH AS SPRING CLEANING, SPECIAL EVENTS, ETC. THERE SHALL BE NO TIME LIMIT FOR THE COUNTY'S USE OF THE CONTAINERS. THE COUNTY WILL PROVIDE 72 HOURS NOTICE TO PROVIDE ADDITIONAL CONTAINERS.

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

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TITLE

SCOPE OF SERVICES (CONTINUED) RUBBISH, REFUSE AND
RECYCLING MATERIAL REMOVAL

q. THE CONTRACTOR SHALL PROVIDE UPON REQUEST BY THE COUNTY, ADDITIONAL CONTAINERS TO BE SPOT LOCATED AS DIRECTED BY THE COUNTY TO RECEIVE RECYCLABLE MATERIAL FROM TEMPORARY ACTIVITIES, SUCH AS SPRING CLEANING, FILE PURGING SPECIAL EVENTS, ETC. THERE SHALL BE NO TIME LIMIT FOR THE COUNTY'S USE OF THE ADDITIONAL CONTAINERS. THERE SHALL BE NO CHARGE FOR PROVISION OF ADDITIONAL RECYCLING CONTAINERS. CONTRACTOR SHALL BE PROVIDED WITH 72 HOURS NOTICE TO PROVIDE ADDITIONAL CONTAINERS.

r. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER OPERATION AND CONDITION OF ALL CONTRACTOR PROVIDED CONTAINERS. ALL CONTAINERS SHALL BE KEPT CLEAN AND SIGHTLY AT ALL TIMES, FREE OF EXCESSIVE REFUSE AND DEBRIS. THE CONTAINER CAPACITY IN CU. YDS. SHALL BE CLEARLY IDENTIFIED ON 2 SIDES OF THE CONTAINERS. COVERS ARE TO BE CLOSED AND SECURED AFTER EACH COLLECTION.

s. ALL CONTAINERS PROVIDED BY THE CONTRACTOR SHALL BE LIQUID LEAK PROOF AND INSPECTED FOR DAMAGE ON A REGULAR BASIS. IF THE IMMEDIATE AREA OF THE CONTAINER LOCATION BECOMES SOILED OR REQUIRES CLEANING BECAUSE OF THE CONTRACTOR'S EQUIPMENT OR IMPROPER P/U OR HANDLING, THE CONTRACTOR SHALL CLEAN THE AREA AT IS SOLE COST AND EXPENSE. IF THE CONTRACTOR FAILS TO CLEAN THE AREA WITH 24 HOURS OF NOTIFICATION, A CHARGEBACK FOR CLEAN UP SERVICES WILL BE DEDUCTED FROM PAYMENTS.

t. IN THE EVENT OF A DAMAGED OR LEAKING CONTRACTOR PROVIDED CONTAINER, THE CONTRACTOR SHALL PROVIDE AN EQUAL REPLACEMENT WITH 24 HOURS OF NOTIFICATION AND PERFORM ALL NECESSARY CLEAN-UP IMMEDIATELY UPON NOTIFICATION.

u. CONTRACTOR EMPLOYEES WHILE ON SERVICE CALL SHALL CARRY AN ID BADGE OR CARD AND SHALL BE INSTRUCTED TO SUBMIT SAME UPON REQUEST BY NASSAU COUNTY SECURITY OR SUPERVISORY PERSONNEL.

v. ESTIMATED QUANTITIES, WHERE PROVIDED, ARE APPROXIMATE AND ARE FOR THE PURPOSE OF EVALUATING THE BIDS ONLY.

w. THE CONTRACTOR SHALL P/U RUBBISH AND REFUSE AND RECYCLING MATERIALS PRIOR TO 8 AM UNLESS OTHERWISE APPROVED BY NASSAU COUNTY FACILITIES MANAGEMENT OR THE DESIGNATED NASSAU COUNTY REPRESENTATIVE.

x. INVOICES: IN ADDITION TO ANY OTHER BILL PAYING PROCEDURES SPECIFIED BY THE COUNTY, CERTIFIED INVOICES SHALL BE SUBMITTED ON A MONTHLY BASIS. INVOICES SHALL INCLUDE:

a. ALL CHARGES SHALL BE RENDERED ON EACH INVOICE IN DETAIL.

b. THE TOTAL # OF CONTAINER CUBIC YARDS PICKED UP PER MONTH FROM EACH FACILITY FOR ALL ITEMS IN THE BID SCHEDULE.

c. ON EACH INVOICE, THE CONTRACTOR SHALL SUBMIT A CLAIM CERTIFICATION SIGNED BY THE PRESIDENT OF THE CONTRACTING COMPANY WHICH MUST APPEAR ON THE INVOICE AS FOLLOWS:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM THAT THE PRICES CHARGED ARE IN AGREEMENT WITH THE REFERENCE PURCHASE ORDER, DELIVERY ORDER OR CONTRACT; THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.
CLAIMANT NAME TITLE SIGNATURE DATE

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SCOPE OF SERVICES (CONTINUED) RUBBISH, REFUSE AND
RECYCLING MATERIAL REMOVAL

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

A: FACILITIES MAINTENANCE BLDG. – EISENHOWER PARK, EAST MEADOW, NY 11554
B: NASSAU COUNTY DEPT. OF PARKS- PROCUREMENT OFFICE, EISENHOWER PARK, EAST MEADOW, NY 11554 C: NASSAU COUNTY HWY
AND BRIDGE MAINT. UNIT, ACCOUNT PAYABLE – 170 CANTIAGUE ROCK RD,
HICKSVILLE, NY 11801
D: NASSAU COUNTY DEPARTMENT OF HEALTH, 209 MAIN STREET, HEMPSTEAD NY 11550 E: NASSAU COMMUNITY
COLLEGE, 1 EDUCATION DRIVE, GARDEN CITY, NY 11530
F: NASSAU COUNTY CC – CS1073, HICKSVILLE, NY 11802

z. INVOICES NOT PROPERLY COMPLETED AND CERTIFIED WILL BE RETURNED TO THE CONTRACTOR UNPAID.

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

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

NOTE:

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

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

Please see DEC permits attached

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Frank J. Azgini
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President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91027-04300-060

Covanta Facility - DEC # 1-2820-01727/00031

Omni Recy / WPS DEC # 1-2822-00487/00001

PLEASE STATE FACILITY(S) AT WHICH NASSAU COUNTY GENERATED RUBBISH AND REFUSE WILL BE
DISPOSED:

please see above + copies of permits attached.

NOTE:

SEE THE FOLLOWING PAGES FOR NASSAU COUNTY LOCATIONS INCLUDED IN THIS BID.
THE COUNTY RESERVES THE RIGHT TO ADD OR DELETE FACILITIES FROM THE AWARD WINNING VENDORS
CONTRACT. CONTRACTOR SHALL BE PROVIDED WITH TWO (2) WEEKS NOTICE OF CHANGE OF FACILITY.

RUBBISH REMOVAL LOCATIONS:

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

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

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91027-04300-060

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

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91027-04300-060

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

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FORMAL SEALED BID PROPOSAL
91027-04300-060

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

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

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

ADDITIONAL ADDRESS

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

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

total fee per cubic yard x size of container x days per
week collected x 4.33 = monthly service fee.

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Amel Zappia
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President
TITLE

Section 1:

PRICING: (BASED ON THE SCOPE OF SERVICES AS OUTLINED ON THE PREVIOUS PAGES.)

- 1) FOR ALL NASSAU COUNTY LOCATIONS WITHIN THE TOWN OF HEMPSTEAD:

PICK-UP FEE PER CUBIC YARD \$ 3.45

PLUS DISPOSAL FEE PER CUBIC YARD + \$ 2.00

FLOW CONTROL FEE PER CUBIC YARD \$.45 (IF APPLICABLE)

TOTAL FEE PER CUBIC YARD \$ 5.90 collected

- 2) FOR ALL NASSAU COUNTY LOCATIONS WITHIN THE TOWN OF NORTH HEMPSTEAD:

PICK -UP FEE PER CUBIC YARD \$ 3.45

PLUS DISPOSAL FEE PER CUBIC YARD + \$ 2.00

FLOW CONTROL FEE PER CUBIC YARD \$.53 (IF APPLICABLE)

TOTAL FEE PER CUBIC YARD \$ 5.98 collected

- 3) FOR ALL NASSAU COUNTY LOCATIONS WITHIN THE TOWN OF OYSTER BAY:

PICK-UP FEE PER CUBIC YARD \$ 3.45

PLUS DISPOSAL FEE PER CUBIC YARD + \$ 2.00

FLOW CONTROL FEE PER CUBIC YARD \$ 0 (IF APPLICABLE)

TOTAL FEE PER CUBIC YARD \$ 5.45 collected

- 4) RETRIEVER TRUCK AT THE SUPREME COURT BUILDING IN MINEOLA

COST PER MONTH \$ 445.00

- 5) COMPACTORS LOCATED AT NICKERSON BEACH. CURRENTLY NASSAU COUNTY IS USING

SIX (6) - 6 YARD COMPACTORS

RATIO TO BE CHARGED: 8.15 :1

(THIS IS THE MULTIPLIER OF THE REGULAR FEES TO ACCOMMODATE THE TONNAGE DUE TO COMPACTING)

u.

$$8.15 \times 5.90 = 48.09$$

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BIDDER

TITLE

6) RENTAL OF COMPACTOR UNITS:

*SIZE OF UNIT 25 yd Backer 30 yd Backer
*COST PER MONTH \$ 350.00 400.00

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

PRICING: (CONTINUED)

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

MFL actual
COST PLUS 25 %

MFR. LIST PRICE (MLP) LESS N/A %

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

This contract may be used by any County agency

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

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

Part II Emergency Non-Storm Debris Disposal

Approximate yearly usage is \$2,000,000.00

Specification/Pricing

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

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

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

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

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

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

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

Bidder must show a plan to be able to recycle 85% of incoming debris for reuse. -shall be provided if needed

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BIDDER

TITLE

Bidder must own at least six tractor trailers to handle potential volumes of different types of debris

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

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

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

Garage Locations:

- 1) Bay Park
2 Marjorie Lane
East Rockaway, N.Y. 11518 and to extend within a five (5) mile radius

Price per pickup

A) concrete, asphalt, brick	price per cu. yd. \$ <u>77.50</u> / yd
B) Dirt	price per cu. yd. \$ <u>77.50</u> / yd
C) Woodchips -- logs - stump mix	price per cu. yd. \$ <u>48.50</u> / yd
D) Woodchips	price per cu. yd. \$ <u>48.50</u> / yd
E) Logs	price per cu. yd. \$ <u>48.50</u> / yd
F) Stumps	price per cu. yd. \$ <u>48.50</u> / yd
G) Clean leaves	price per cu. yd. \$ <u>85.00</u> / yd
I) Any combination of above items	price per cu. yd. \$ <u>90.00</u> / yd

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BIDDER

TITLE

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

Price per pickup

- | | |
|-----------------------------------|--|
| A) concrete, asphalt, brick | price per cu. yd. \$ <u>77.50 / yd</u> |
| B) Dirt | price per cu. yd. \$ <u>77.50 / yd</u> |
| C) Woodchips – logs - stump mix | price per cu. yd. \$ <u>48.50 / yd</u> |
| D) Woodchips | price per cu. yd. \$ <u>48.50 / yd</u> |
| E) Logs | price per cu. yd. \$ <u>48.50 / yd</u> |
| F) Stumps | price per cu. yd. \$ <u>48.50 / yd</u> |
| G) Clean leaves | price per cu. yd. \$ <u>85.00 / yd</u> |
| I) Any Combination of above items | price per cu. yd. \$ <u>90.00 / yd</u> |

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

Price per pickup

- | | |
|-----------------------------------|--|
| A) concrete, asphalt, brick | price per cu. yd. \$ <u>77.50 / yd</u> |
| B) Dirt | price per cu. yd. \$ <u>77.50 / yd</u> |
| C) Woodchips – logs - stump mix | price per cu. yd. \$ <u>48.50 / yd</u> |
| D) Woodchips | price per cu. yd. \$ <u>48.50 / yd</u> |
| E) Logs | price per cu. yd. \$ <u>48.50 / yd</u> |
| F) Stumps | price per cu. yd. \$ <u>48.50 / yd</u> |
| G) Clean leaves | price per cu. yd. \$ <u>85.00 / yd</u> |
| I) Any combination of above items | price per cu. yd. \$ <u>90.00 / yd</u> |

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BIDDER

TITLE

- 4) Hempstead
467 Baldwin Road
Hempstead, N.Y. 11550 and to extend within a five (5) mile radius

Price per pickup

- | | |
|-----------------------------------|--|
| A) concrete, asphalt, brick | price per cu. yd. \$ <u>77.50 / yd</u> |
| B) Dirt | price per cu. yd. \$ <u>77.50 / yd</u> |
| C) Woodchips – logs - stump mix | price per cu. yd. \$ <u>48.50 / yd</u> |
| D) Woodchips | price per cu. yd. \$ <u>48.50 / yd</u> |
| E) Logs | price per cu. yd. \$ <u>48.50 / yd</u> |
| F) Stumps | price per cu. yd. \$ <u>48.50 / yd</u> |
| G) Clean leaves | price per cu. yd. \$ <u>85.00 / yd</u> |
| I) Any combination of above items | price per cu. yd. \$ <u>90.00 / yd</u> |

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

Price per pickup

- | | |
|-----------------------------------|--|
| A) concrete, asphalt, brick | price per cu. yd. \$ <u>77.50 / yd</u> |
| B) Dirt | price per cu. yd. \$ <u>77.50 / yd</u> |
| C) Woodchips – logs - stump mix | price per cu. yd. \$ <u>48.50 / yd</u> |
| D) Woodchips | price per cu. yd. \$ <u>48.50 / yd</u> |
| E) Logs | price per cu. yd. \$ <u>48.50 / yd</u> |
| F) Stumps | price per cu. yd. \$ <u>48.50 / yd</u> |
| G) Clean leaves | price per cu. yd. \$ <u>85.00 / yd</u> |
| I) Any combination of above items | price per cu. yd. \$ <u>90.00 / yd</u> |

- 6) Franklin Squard Yard

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BIDDER

TITLE

596 Franklin Ave.

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

Price per pickup

A) concrete, asphalt, brick	price per cu. yd. \$ <u>77.50 / yd</u>
B) Dirt	price per cu. yd. \$ <u>77.50 / yd</u>
C) Woodchips – logs - stump mix	price per cu. yd. \$ <u>48.50 / yd</u>
D) Woodchips	price per cu. yd. \$ <u>48.50 / yd</u>
E) Logs	price per cu. yd. \$ <u>48.50 / yd</u>
F) Stumps	price per cu. yd. \$ <u>48.50 / yd</u>
G) Clean Leaves	price per cu. yd. \$ <u>85.00 / yd</u>
D) Any combination of above items	price per cu. yd. \$ <u>90.00 / yd</u>

7) Inwood Yard

31 Alameda Street

Inwood, N.Y. 11096 and to extend within a five (5) mile radius

Price per pickup

A) concrete, asphalt, brick	price per cu. yd. \$ <u>77.50 / yd</u>
B) Dirt	price per cu. yd. \$ <u>77.50 / yd</u>
C) Woodchips – logs - stump mix	price per cu. yd. \$ <u>48.50 / yd</u>
D) Woodchips	price per cu. yd. \$ <u>48.50 / yd</u>
E) Logs	price per cu. yd. \$ <u>48.50 / yd</u>
F) Stumps	price per cu. yd. \$ <u>48.50 / yd</u>
G) Clean leaves	price per cu. yd. \$ <u>85.00 / yd</u>
D) Any combination of above items	price per cu. yd. \$ <u>90.00 / yd</u>

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BIDDER

President

TITLE

- 8) Manhasset Garage
360 Bayview Ave
Manhasset N.Y. 11030 and to extend within a five (5) mile radius

Price per pickup

- A) concrete, asphalt, brick price per cu. yd. \$ 77.50/yd
B) Dirt price per cu. yd. \$ 77.50/yd
C) Woodchips - logs - stump mix price per cu. yd. \$ 48.50/yd
D) Woodchips price per cu. yd. \$ 48.50/yd
E) Logs price per cu. yd. \$ 48.50/yd
F) Stumps price per cu. yd. \$ 48.50/yd
G) Clean leave price per cu. yd. \$ 85.00/yd
H) Any combination of above items price per cu. yd. \$ 90.00/yd

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

Prices PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

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

- B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES \$ 245.00 on call
Rate per day \$ 245.00
B2) REGULAR HOURLY RATE at \$ 80.00 /hr.
B3) EACH ADDITIONAL QUARTER HOUR at \$ 20.00 /~~hr~~ hr.
B4) TRAVEL TIME (IF ANY) Port to Port - Westbury New York
B5) MILEAGE (IF ANY) 35¢ per mile

PARTS:

- B6) MANUFACTURER'S LIST PRICE (MLP) LESS N/A %
off actual
B7) COST PLUS % 25% %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the

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BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91027-04300-060

part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: N/A days

LABOR: N/A days

OVERTIME RATES: All other times (after 6:00 PM or before 8:00 AM Monday through Friday, or any time on Saturday or Sunday or Holidays.

B8) MINIMUM CHARGE (IF ANY) \$ As listed on pge 51

B9) REGULAR HOURLY RATE at \$ _____/hr. + 1.50%

B10) EACH ADDITIONAL QUARTER HOUR at \$ _____/ $\frac{1}{4}$ hr. + 1.50%

RESPONSE TIME 8 hours.

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BIDDER SIGN HERE

Amel Zayem
BIDDER

President
TITLE



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

yes, Martins for Nassau

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

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

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

Vendor: Jamaica Ashy Rubbish Removal Co. Inc.

Dated: April 29, 2020

Signed: Enedio Faraini

Print Name: Enedio Faraini

Title: President

COUNTY OF NASSAU

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

1. Name of the Entity: Jamaica Ash + Rubbish Removal Co. Inc.
Address: 173 School Street, 1st floor, Westbury, NY 11590
City, State and Zip Code: _____

2. Entity's Vendor Identification Number: 11-1596642

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify) _____

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

Medio Fazzini, 1911 Valantine Rd. Westbury, NY 11590

President, Treasurer, Secretary & Chairman of
The Board

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.

Medio Fazzini (see above)
Anthony E. Core, 535 Split Rock Road, Syosset, NY 11791

who held 10% or greater otherwise

Carolyn Core-Kenavan, P.O. Box 187, Cold Spring Harbor

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

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

None

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. *to the best of my knowledge*

Dated: April 29, 2020

Signed: *Emmedio Farini*

Print Name: Emmedio Farini

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.

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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: April 29, 2020

Signed: Emed Fazzini

Print Name: Emedio Fazzini

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

Business History Form

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

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

Date: April 29, 2020

1) Bidder's/Proposer's Legal Name: Jamaica Ash + Rubbish Removal Co., Inc.

2) Address of Place of Business: 173 School Street, first floor, Westbury NY 11590

List all other business addresses used within last five years:

Same as above

3) Mailing Address (if different): Same as above

Phone: (516) 333-2211

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: unknown

5) Federal I.D. Number: 11-1596642

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

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ☒ No ☐ If Yes, please provide details: Westbury Paper Stock Corp.

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

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

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

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

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

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

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

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes ___ If Yes, provide details for each such conviction. _____

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

occurrence. _____

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 ☒ Yes ____; If Yes, provide details for each such instance. _____

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

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

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent 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 as collection agent 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 as a collection agent 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.

If a conflict of interest should arise, we would take the proper measures to correct the situation

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. - *upon request*

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

- i) Date of formation; *Incorporated 1949*
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; *Emilio Fazzini, Anthony Cone, Carolyn*
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); *New York*
- v) The number of employees in the firm; *under 50*
- vi) Annual revenue of firm; *35 million*
- vii) Summary of relevant accomplishments *Oldest sanitation company on Long Island*
- viii) Copies of all state and local licenses and permits. *permits in all trucks in Nassau*

- B. Indicate number of years in business. *60+ years*

- 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 Locust Valley Central School District
Contact Person Henry Alilioni (S-Director of Facilities)
Address 22 Horse Hollow Road
City/State Locust Valley, NY 11560
Telephone (516) 277-5000
Fax # _____
E-Mail Address _____

Company Jericho Union Free School District
Contact Person Victor Manuel
Address 99 Old Cedar Swamp Rd.
City/State Jericho, NY 11753
Telephone (516) 203-3600
Fax # _____
E-Mail Address _____

Company Hicksville Union Free School District
Contact Person Marcy Tan
Address 200 Division Avenue
City/State Hicksville, NY 11801
Telephone (516) 733-2105
Fax # _____
E-Mail Address _____

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, Emedio Fazzini, 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 29th day of April 2020

Robert Costante
Notary Public

ROBERT COSTANTE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02CO6380367
Qualified in Nassau County
My Commission Expires September 4, 2022

Name of submitting business: Jamaica Ash & Rubbish Removal Co. Inc.

By: Emedio Fazzini
Emedio Fazzini
Signature
President
Title

4 / 29 / 2020
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Emedico Fazzini
Date of birth 5 / 28 / 1932
Home address 1911 Valantine Road
City/state/zip Westbury, NY 11590
Business address 173 School Street, 1st Floor
City/state/zip Westbury NY 11590
Telephone (516) 333-2211
Other present address(es) N/A
City/state/zip none
Telephone none
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
President 3 / 1 / 1978 Treasurer 9 / 1 / 1982
Chairman of Board 3 / 1 / 78 Shareholder 1 / 26 / 49
Chief Exec. Officer 3 / 1 / 78 Secretary 9 / 1 / 82
Chief Financial Officer / N/A / Partner / N/A /
Vice President / / N/A / /
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
NO YES ✓ If Yes, provide details. stockholder
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO YES ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO YES ✓; If Yes, provide details.
Jet Sanitation Corp., Jet Paper Stock, Jet Realty Co., Family Realty Co., Grand Blvd. LLC.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO YES ✓ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
NO ☒ 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 ☒ 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 affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ 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 ☒ YES ____ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ____ If Yes, provide details for each such investigation.
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 ☒ YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ 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.

CERTIFICATION

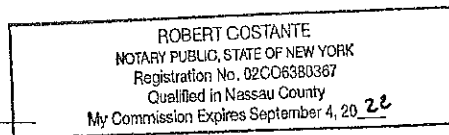
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT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

I, Emedio Fazzini, 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.

To the best of my knowledge

Sworn to before me this 29 day of April 2020

Robert Costante
Notary Public



Jamaica Ash + Rubbish Removal Co. Inc.

Name of submitting business

Emedio Fazzini

Print name

Emedio Fazzini

Signature

President

Title

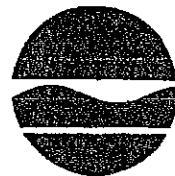
4 / 29 / 2020
Date

**New York State Department of Environmental Conservation
Division of Environmental Permits, Region One**

Building 40 - SUNY, Stony Brook, New York 11790-2356

Phone: (631) 444-0365 • FAX: (631) 444-0360

Website: www.dec.state.ny.us



Denise M. Sheehan
Acting Commissioner

May 13, 2005

Mr. Scott M. Wheeler
American Re-Fuel Company of Hempstead
600 Merchants Concourse
Westbury, NY 11590

RE: NYSDEC Permit Renewal
1-2820-01727/00031

Dear Mr. Wheeler:

In conformance with the requirements of the State Uniform Procedures Act (Article 70, ECL) and its implementing regulations (6NYCRR, Part 621) we are enclosing your permit. Please read all conditions carefully. If you are unable to comply with any conditions, please contact us at the above address.

Also enclosed is a permit sign which is to be conspicuously posted at the project site and protected from the weather.

Very truly yours,

Roger Evans
Deputy Regional
Permit Administrator

cc: I. Sikiric, NYSDEC
S. Rahman, NYSDEC
file
enclosure

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

DEC PERMIT NUMBER 1-2820-01727/00031
FACILITY/PROGRAM NUMBER(S) 30 - E - 06



EFFECTIVE DATE July 1, 2005
EXPIRATION DATE(S) June 30, 2015

TYPE OF PERMIT ☐ New ☒ Renewal ☐ Modification ☐ Permit to Construct ☒ Permit to Operate

- | | | |
|---|---|---|
| <input type="checkbox"/> Article 15, Title 5: Protection of Waters | <input type="checkbox"/> Article 17, Titles 7, 8: SPDES | <input type="checkbox"/> Article 27, Title 9; 6NYCRR 373: Hazardous Waste Management |
| <input type="checkbox"/> Article 15, Title 15: Water Supply | <input type="checkbox"/> Article 19: Air Pollution Control | <input type="checkbox"/> Article 34: Coastal Erosion Management |
| <input type="checkbox"/> Article 15, Title 15: Water Transport | <input type="checkbox"/> Article 23, Title 27: Mined Land Reclamation | <input type="checkbox"/> Article 36: Floodplain Management |
| <input type="checkbox"/> Article 15, Title 15: Long Island Wells | <input type="checkbox"/> Article 24: Freshwater Wetlands | <input type="checkbox"/> Articles 1, 3, 17, 19, 27, 37; 6NYCRR 380: Radiation Control |
| <input type="checkbox"/> Article 15, Title 27: Wild, Scenic and Recreational Rivers | <input type="checkbox"/> Article 25: Tidal Wetlands | |
| <input type="checkbox"/> 6NYCRR 608: Water Quality Certification | <input checked="" type="checkbox"/> Article 27, Title 7; 6NYCRR 360: Solid Waste Management | |

PERMIT ISSUED TO American Ref-Fuel Company of Hempstead		TELEPHONE NUMBER (516) 683-5400	
ADDRESS OF PERMITTEE 600 Merchants Concourse Westbury, NY 11590			
CONTACT PERSON FOR PERMITTED WORK Scott M. Wheeler, Environmental Engineer		TELEPHONE NUMBER (516) 683-5438	
NAME AND ADDRESS OF PROJECT/FACILITY Hempstead Resource Recovery Facility 600 Merchants Concourse, Westbury			
COUNTY Nassau	TOWN Hempstead	WATERCOURSE	NYTM COORDINATES E: 618.2 N: 4510.5
DESCRIPTION OF AUTHORIZED ACTIVITY: The Hempstead Resource Recovery Facility (HRRF) is a 975,000 ton per year waste-to-energy facility, based upon a 12-month rolling average, consisting of three identical mass burn waterwall type municipal solid waste combustors. The facility combusts municipal solid waste which include non-hazardous residential, commercial, and governmental and/or institutional wastes, and other non-hazardous industrial waste streams as approved by NYSDEC on a case- by- case basis.			

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, the General Conditions specified (see page 2) and any **Special Conditions** included as part of this permit.

PERMIT ADMINISTRATOR: Roger Evans	ADDRESS Region 1 Headquarters Bldg. #40, SUNY, Stony Brook, NY 11790-2356		
AUTHORIZED SIGNATURE <i>Roger Evans</i>	DATE May 13, 2005	Page 1 of 6	

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS**Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

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

Item B: Permittee's Contractors to Comply with Permit

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

Item C: Permittee Responsible for Obtaining Other Required Permits

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

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

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

GENERAL CONDITIONS**General Condition 1: Facility Inspection by the Department**

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

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

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

General Condition 2: Relationship of this Permit to Other Department Orders and Determinations

Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

General Condition 3: Applications for Permit Renewals or Modifications

The permittee must submit a separate written application to the Department for renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing.

The permittee must submit a renewal application at least:

- a) 180 days before expiration of permits for State Pollutant Discharge Elimination System (SPDES), Hazardous Waste Management Facilities (HWMF), major Air Pollution Control (APC) and Solid Waste Management Facilities (SWMF); and
- b) 30 days before expiration of all other permit types.

Submission of applications for permit renewal or modification are to be submitted to:

NYSDEC Regional Permit Administrator, Region One.
Bldg. 40 - SUNY Stony Brook, New York 11790-2356

General Condition 4: Permit Modifications, Suspensions and Revocations by the Department

The Department reserves the right to modify, suspend or revoke this permit in accordance with 6 NYCRR Part 621. The grounds for modification, suspension or revocation include:

- a) materially false or inaccurate statements in the permit application or supporting papers;
- b) failure by the permittee to comply with any terms or conditions of the permit;
- c) exceeding the scope of the project as described in the permit application;
- d) newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e) noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

SPECIAL CONDITIONS**1. Permitted Activities**

Permitted activities are limited to the delivery, unloading and combustion of solid waste, loading, transfer of ash residue, recovered materials, bypass waste and cardboard removal for recycling. No other solid waste activities regulated under 6 NYCRR Part 360 are to be conducted at the Facility, unless allowed for as a special permit condition.

2. Authorized and Unauthorized Wastes

The facility may receive and combust only household waste and non-hazardous commercial waste, and pursuant to a variance issued by the Department on May 9, 2002, wood chips infested by the Asian Long-Horned Beetle. In addition, non-hazardous industrial wastes may be only accepted with prior written approval of the Regional Solid Waste Engineer or his designee. All requests should be submitted along with an "Application for Treatment or Disposal of an Industrial Waste Stream" at least two weeks in advance of requested acceptance. Approvals of new applications shall be valid for either one year or until any information on the approved application changes whichever is sooner. Approvals of renewal applications shall be valid for three years or until any information on the renewed applications changes, whichever is sooner. No hazardous waste as defined in 6NYCRR Part 370 through 374 and no radioactive waste as defined in 6NYCRR Part 380 may be accepted at this facility. No regulated medical waste or sewage sludge may be processed at this facility unless specifically authorized in writing by the Department.

3. Operational Requirements

a) All activities at the facility must be performed in accordance with the manuals, plans, and programs required by the Part 360 regulations and approved by the Department. All manuals, plans, and programs must be updated no less frequently than the duration of the permit to operate. The facility must operate in compliance with the requirements of 6NYCRR 360-3 and 360-1. The facility shall not process approved non-hazardous industrial wastes in amounts exceeding 10% of the daily throughput without prior written approval from the Department.

b) The facility shall not charge (process) more than 975,000 tons of MSW during any consecutive 12-month period and shall report to the Department, on a monthly basis, the facility's rolling average annual throughput using the following formula:

$$\text{Tons Processed/Week} = \text{Tons Received/Week} \pm \text{Change in the Existing Inventory/Week} - \text{Bulkies Removed from the Floor/Week-where,}$$

$$\text{Tons Received/Week} = \text{Tons of incoming municipal waste received at the tipping floor for that week.}$$

$$\pm \text{Change in the Existing Inventory/Week} = \text{Change in the existing waste inventory determined from the prior week's calculation and either added to (if the inventory went down) or subtracted from (if the inventory went up) the total deliveries recorded by the scale system for that week.}$$

$$\text{Bulkies Removed from the Floor/Week} = \text{Any Bulky or unacceptable waste that is removed from the incoming waste on the tipping floor during that week.}$$

To demonstrate compliance with the 12-month rolling total, the facility shall calculate the total of the above items for each month.

SPECIAL CONDITIONS

4. Reporting

All reports and submittals shall be in accordance with
6 NYCRR Part 360 and the approved Operation and Maintenance Manual and also:

- a. The Regional Solid Waste Engineer, or his designee, must immediately be notified of the delivery to the Facility of unauthorized medical waste, hazardous waste or low level radioactive waste or of any emergency, breakdown or unplanned total Facility shutdown occurring for more than 24 hours.
- b. The average daily throughput shall be reported to the Department on a monthly basis and shall also include the quantity and percentage of non-hazardous industrial wastes processed.
- c. In addition, Quarterly and Annual Reports shall include the amounts of industrial waste processed and also the amount of cardboard and non-ferrous metal removed from the waste stream.
- d. Ash testing for volatile matter as per Part 360-3.5(c)(2)(i) shall be conducted as follows:
 - i) On a monthly basis if volatile matter remains below 10%.
 - ii) On a weekly or more basis (as determined by the Department) if volatile matter exceeds 10 percent in addition to the requirements of 360-3.5(c)(2)(i)(d).

5. Access

The Permittee must restrict the presence of, and must minimize the possibility for any unauthorized entry onto the facility. A description of the security measures must be updated as they change and must include, but not be limited to, a means to control entry all times through the gates or other entrances to the facility (as by a 24 hour surveillance system which continuously monitors and control entry, or an artificial or natural barrier). Signs legible from a distance of at least 25 feet that read "VISITORS AND UNAUTHORIZED PERSONNEL MUST REPORT TO THE OFFICE" must be posted at each entrance to the facility and at other locations, in sufficient numbers to be seen from any approach to the facility.

6. Proper Operation and Maintenance

The Permittee shall at all times properly operate and maintain this facility. Proper operation and maintenance includes, but is not limited to, effective performance, adequate funding, adequate operator staffing and training, and adequate process and laboratory controls, including appropriate quality assurance/quality control procedures in accordance with the requirements of this permit and as described in the Operation and Maintenance Manual. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

7. Non-Hazardous Sampling and Testing

The facility shall conduct sampling and testing for verification that Department approved wastes are non-hazardous using the methods described in the approved waste control plan. These results shall be submitted to the Department within 90 days after samples have been collected.

SPECIAL CONDITIONS

8. The Permittee must include in each of the Permittee's service contracts provision that:

- a. Each municipality whose solid waste is to be processed, treated, or disposed of at the facility must have a CRA satisfying the requirements of 6NYCRR 360-1.9(f), and an implemented recyclables recovery program determined to be feasible by that analysis, unless for the service area of the facility, either another municipality has such analysis and the Department approved it and that analysis addressed the waste stream of that municipality, or a local solid waste management plan that addressed all components of such analysis, is in effect.
- b. The Department may direct the Permittee to refuse to accept solid waste from any municipality that is not complying with special condition 8(a).

9. The Permittee shall not accept solid waste that originates from a municipality that has not completed a Comprehensive Recycling Analysis (CRA) satisfying the requirements of 6NYCRR 360-1.9(f) and implemented the recyclables recovery program determined to be feasible by the analysis, unless for the service area of the facility, either another municipality prepares such an analysis, and the Department approves it and that analysis addresses the waste stream of that municipality; or a Department approved local solid waste management plan that addresses all components of such analysis is in effect.

10. The Permittee shall fund environmental monitoring services to be performed by the Department as follows:

- (a) Funds as required to support the monitoring requirements shall be provided to the Department for funding of environmental compliance activities related to the operation of permittee's Facility. This sum is based on annual Environmental Monitoring service costs. Subsequent annual payments shall be made for the duration of this Permit to maintain an account balance sufficient to meet the next year's anticipated expenses. The Permittee shall be billed annually for each fiscal year beginning April 1, 2004. One semi-annual payment shall be made for the period beginning October 1, 2004 to March 31, 2005, and thereafter the permittee shall be billed annually for each fiscal year beginning April 1, 2005.
- (b) The Department may revise the required payment on an annual basis to include all costs of monitoring to the Department. The annual revision may take into account factors such as inflation, salary increases, changes in operating hours and procedures and the need for additional Environmental Monitors. Upon written request by the Permittee, the Department shall provide the Permittee with a written explanation of the basis for any modification. If such a revision is required, the Department will notify the Permittee of such a revision no later than 60 days in advance of any such revision.
- (c) Prior to making its annual payment, the Permittee will receive and have an opportunity to review an annual work plan that the Department will undertake during the year.
- (d) Payments are to be made within 30 days of receiving a bill from the Department. Payments for this account shall be in addition to any other funds previously paid by the Permittee for environmental monitoring services prior to October 1, 2004.

SPECIAL CONDITIONS

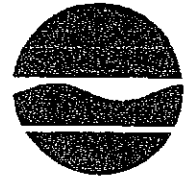
- (e) Upon termination (expiration, surrender, transfer) of this permit and payment of any outstanding costs, the unexpended balance, including interest, will be returned to the permittee.
- (f) The Department may take appropriate action to enforce the above payment provisions.
- (g) The Monitor shall receive from the permittee all general health and safety training which is normally given to new site contractors. This training will be a supplement to the mandatory safety training that Environmental Monitors receive from the Department.
- (h) The environmental monitoring services will include, but not be limited to, the following:
 - (1) Monitor the facility routinely to ensure compliance with both Solid Waste and Air Quality Regulations and Special Permit Conditions.
 - (2) Monitor environmental compliance of other directly related solid waste activities in the Town of Hempstead.
 - (3) Spot check incoming truckloads to ensure only acceptable waste is being accepted..
 - (4) Review operational records and observe operational procedures.
 - (5) Prepare written inspection reports.
 - (6) Review renewal permit applications and write Special Permit Conditions.
 - (7) Review and process the Industrial Waste Applications.
 - (8) Investigate and respond to reported violations and complaints.
 - (9) Review and respond to requests and correspondence relating to the facility.
 - (10) Ensure that all submittals are received, reviewed and commented upon in a timely manner.
 - (11) Interact with public, consultants and municipal agencies.

**New York State Department of Environmental Conservation
Division of Environmental Permits, Region One**

Building 40 - SUNY, Stony Brook, New York 11790-2356

Phone: (631) 444-0365 • FAX: (631) 444-0360

Website: www.dec.state.ny.us



Denise M. Sheehan
Acting Commissioner

May 23, 2005

Mr. Scott M. Wheeler
American Re-Fuel Company of Hempstead
600 Merchants Concourse
Westbury, NY 11590

RE: NYSDEC Permit Renewal Clarifications
1-2820-01727/00031

Dear Mr. Wheeler:

The permit renewal issued to American Ref-Fuel (effective date July 1, 2005) included numerous minor changes and consolidation of previously issued modifications to the permit, requested by American Ref-Fuel in the document Application for Renewal dated December 30, 2004. The renewal permit contained all of the requested changes listed in the Summary of Requested Changes. What was not addressed by the permit were the Facility Description changes requested in the same document.

The NYSDEC agrees with all the requested changes to the facility description, save one. In the Ash Residue Plan a request to reduce the frequency of ash sampling and characterization from every seven months to every 11 months cannot be changed without a permit modification. Please continue to sample and characterize the ash on the 7 month basis. Again, any changes to this procedure would be done under permit modification. Currently the Department sees no reason to change the frequency, therefore, any request to do so should be carefully documented.

Very truly yours,

Roger Evans
Deputy Regional
Permit Administrator

cc: I. Sikiric, NYSDEC
file

New York State Department of Environmental Conservation
Division of Environmental Permits, Region One
SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790-3409
Phone: (631) 444-0357 Fax: (631) 444-0360
Website: www.dec.ny.gov



Joe Martens
Commissioner

June 12, 2012

Omni Recycling of Westbury Inc.
7 Portland Avenue
Westbury, NY 11590

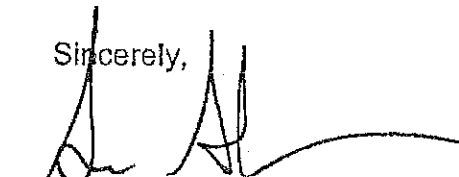
Re: Permit No.: 1-2822-00487/00001

Dear Permittee:

In conformance with the requirements of the State Uniform Procedures Act (Article 70, ECL) and its implementing regulations (6NYCRR, Part 621) we are enclosing your permit identified above. Please carefully read all permit conditions carefully to ensure compliance during the term of the permit. If you are unable to comply with any conditions, please contact us at the above address.

This permit must be kept available on the premises of the facility at all times.

Sincerely,



Susan V. Ackerman
Permit Administrator

SVA/lis



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
OMNI RECYCLING OF WESTBURY INC

7 PORTLAND AVENUE
WESTBURY, NY 11590

WESTBURY PAPER STOCK CORP
7 PORTLAND AVE
WESTBURY, NY 11590-0072

Facility:
WESTBURY PAPER STOCK CORP/OMNI
RECYCLING OF WESTBURY INC FACILITY
7 PORTLAND AVE
WESTBURY, NY 11590

Facility Application Contact:
CAMERON ENGINEERING & ASSOCIATES
LLP
100 SUNNYSIDE BLVD STE 100
WOODBURY, NY 11797
(516) 827-4900

Facility Location: in NORTH HEMPSTEAD in NASSAU COUNTY

Facility Principal Reference Point: NYTM-E: 620.2 NYTM-N: 4512.6
Latitude: 40°45'20.1" Longitude: 73°34'33.8"

Authorized Activity: Modify and renew the permit to operate a solid waste management facility receiving and processing a maximum of 1325 tons per day (483,625 tons annually) of Municipal Solid Waste (MSW), Recyclables, Yard Waste and Construction and Demolition debris (C&D) based upon a monthly average. The waste streams shall be kept separate after processing.

Permit Authorizations

Solid Waste Management - Under Article 27, Title 7

Permit ID 1-2822-00487/00001

Renewal
Modification # 1

Effective Date: 7/25/2005
Effective Date: 6/13/2012

Expiration Date: 7/24/2010
Expiration Date: 6/12/2017



NYSDEC Approval

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

Permit Administrator: SUSAN ACKERMAN, Deputy Regional Permit Administrator

Address: NYSDEC REGION 1 HEADQUARTERS
SUNY @ STONY BROOK 50 CIRCLE RD
STONY BROOK, NY 11790 -3409

Authorized Signature: _____

Date 6/12/2012

Distribution List

CAMERON ENGINEERING & ASSOCIATES LLP
SYED H RAHMAN
JIGNESH K SHAH

Permit Components

SOLID WASTE MANAGEMENT PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

SOLID WASTE MANAGEMENT PERMIT CONDITIONS

1. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the permit application, plans and materials prepared by the permittee or the permittee's consultant on the dates specified in Special Condition #2..

2. **Terms of Operation, Approval for Changes** The facility shall be operated in conformance with:

- a. Terms and conditions of this permit;
- b. Current 6 NYCRR Part 360 Solid Waste Management Facilities regulations, or any revisions hereafter promulgated;
- c. Permit renewal application dated January 20, 2010 and its revision including the Engineering Report and Operations and Maintenance Manual dated July 1, 2011 and prepared by Cameron Engineering & Associates, LLP.

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

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

3. Authorized Activity The permittee is authorized to receive and process a maximum of 1325 tons per day (483,625 tons annually) of Municipal Solid Waste(MSW), Recyclables, Yard Waste and Construction & Demolition debris(C&D), based upon a monthly average. the waste streams shall be kept separate after processing.

4. Unacceptable Wastes The permittee is prohibited from accepting the following type(s) of waste: industrial waste, regulated medical waste, asbestos waste, liquid waste, radioactive waste and hazardous waste.

5. Corrective Action: The permittee shall make the following upgrades to the facility as described below:

- a. Within four (4) months from the date when the Town of North Hempstead issues the facility's building permit, the Permittee shall have completed construction of the roof of the C&D processing building (Building E).
- b. Within four (4) months from the effective date of this permit, the Permittee shall have installed high speed doors at loading dock, MSW building and grass bunker.

6. Solid Waste Storage and Handling The permittee shall comply with the following storage and handling requirements for the management of solid waste:

- a. All facility operations involving yard waste, MSW, C&D and adulterated wood, (exclusive of inert materials such as brick, concrete, unadulterated wood, soil,etc.) including, but not limited to tipping, crushing, processing, storage and loading/unloading shall be performed under an enclosed roof or inside the approved building.
- b. Upon receipt of yard waste materials, the facility will have 48 hours to transfer the materials offsite. All grass must be removed from the facility within 24 hours of the receipt. Overnight storage of grass component must be kept at minimum and shall not exceed more than 100 cubic yards. The facility must keep records of instances indicating reason when these timeframe for removing materials are not met. The amount of other yard waste onsite storage shall not exceed 2000 cubic yards at any time. In the event odors occur due to yard waste or MSW storage, the Permittee shall make all efforts including but not limited to addition of lime and other odor control materials to control generation and migration of

unacceptable odor releases to the surrounding communities. Unacceptable odor releases shall be those determined by the Department personnel to be excessive and avoidable. All of the odor control misting systems shall be kept online during facility's yard waste and MSW operation and processing hours from May to September each year and as needed basis rest of the year depending on weather condition. In the event a nuisance such as odor is not timely controlled by the facility, the Department may ask the facility to stop accepting grass or odor causing material until such times as all odors are brought under control.

c. The grass component of yard waste including bagged materials must always be stored only in the grass bunker with operational high speed door "Bunker - A" in Building E and the remainder of yard waste may be stored in storage "Bunker - B" in Facility Site Plan, Drawing "SP 1, Drawing Number 1 of 1" dated July 2011 prepared by Cameron Engineering & Associates, LLP. Yard Waste shall be disposed of only at facilities legally authorized to accept such waste. Chipping adulterated wood for the purpose of mulch production is strictly prohibited.

d. MSW and C&D shall not remain unprocessed at the facility for more than 5 days.

7. Hours of Operation Hours of operation shall not conflict with any local laws or ordinances. The facility waste processing hours will be limited from Sunday 6:00 pm to Saturday 6:00 pm.

8. Signs The permittee shall post signs showing hours of operation, and indicating that hazardous waste, industrial waste, medical waste, liquid waste, and asbestos waste are prohibited from being accepted at the facility. The signs shall be located so that they are visible to any vehicles and/or person approaching the facility.

9. Waste Control An attendant shall be on duty during all hours of operation. The attendant shall inspect all vehicles entering the facility, rejecting any loads containing unauthorized material.

10. Control of Nuisance Conditions Odors, dust, insects, vectors, noise, blowing litter and other potential nuisances shall be adequately controlled at all times. The permittee shall immediately implement any controls required by the Department including cessation of activity causing and creating nuisance conditions.

The facility must maintain a neat and orderly appearance at all times. Offsite noise levels generated during operation shall not exceed limits set by local zoning ordinances as well as those set forth in 6NYCRR Part 360-1.14(p). If noise is deemed by the Department to be excessive, the Permittee shall modify the facility and/or equipment to rectify the situation.

11. Facility Cleanup and Litter Prevention: The loading and tarping area must be kept clean as necessary. The roads adjacent to the facility shall be cleaned daily at the end of business hours by mechanical sweeper to the Department's satisfaction. The necessary spare parts for mechanical sweeper must be kept onsite all the times in maintenance shop. All vehicles entering and leaving the facility must be sufficiently covered or enclosed to prevent litter from the vehicles. Tarps for the trailer must be maintained in good condition. Water ponding and puddling on the tipping floor and within the facility areas are not allowed. Onsite storm drains must be cleaned routinely on a regular basis and the facility's open paved areas must be maintained in good conditions to prevent pothole, water logging conditions and puddles.

12. Fire Protection and Detection The permittee shall maintain fire protection and detection equipment in accordance with local laws and ordinances.

13. Cessation of Operations The permittee shall verbally notify the Department within 18 hours of any occurrence of any event which causes the facility to cease operation for a period of 48 hours or more. Such an event would include a fire, spill, equipment breakdown, or similar event. A written report shall be submitted to the Department within 7 days of the event.

14. Ultimate Disposal of Waste All solid waste passing through the facility must be ultimately disposed of at a facility authorized by the Department if located in New York State, or by the appropriate governmental agency or agencies if in other states, territories, or nations.

15. Unauthorized Waste In the event that any hazardous waste, medical waste, or other regulated waste not allowed under this permit is accepted at the facility, the unauthorized waste shall be contained and properly secured immediately. The permittee shall notify the Department and the Nassau County Department of Health Services within 24 hours of the event. The waste material shall be removed by a waste transporter authorized under 6 NYCRR Part 364 to transport such waste. A written report shall be submitted to the Department within 7 days of the event.

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

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



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

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

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

19. Recordkeeping Requirements The permittee shall maintain the following records at the facility for 7 years from the date of creation and be available immediately to the Department upon request:

- a. Daily log of solid waste received and transported from the facility which includes:
 - i. Type, quantity, and origin of the solid waste received.
 - ii. Quantity and destination of all recyclables.
 - iii. Quantity and destination of all non-recyclables and residuals transported for disposal.
- b. All weight tickets, hauling receipts, disposal receipts, invoices, tracking documents, etc. to support entries made into the daily log.



20. Reporting Requirements The permittee shall submit the original copy of the annual report to the Region 1 Office located at the New York State Department of Environmental Conservation, Division of Materials Management, 50 Circle Road, SUNY @ Stony Brook, NY 11790, and a copy to the Central Office at New York State Department of Environmental Conservation, Division of Materials Management, Bureau of Permitting and Planning, 625 Broadway, 9th Floor, Albany, NY 12233-7253. The report must be submitted no later than March 1 following each year of operation on forms prescribed or acceptable to the Department.

21. Financial Assurance The permittee shall maintain the financial assurance in accordance with 360-1.12 in the amount of \$1 million within 60 calendar days from the effective date of this permit. Upon renewal of this permit, the Department reserves the right to adjust, upon consulting with the facility owner, the amount of the financial assurance in the future to account for increases in closure costs, and for non-compliance with any conditions of this permit and any requirement of 6 NYCRR Part 360.

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

22. Onsite Environmental Monitor (OEM) The onsite environmental monitor (OEM) shall be maintained as follows:

a. The permittee shall fund environmental monitoring services to be performed by the Department. These monitoring services will include, but not be limited to, the following:

1. Monitoring of operations directly related to the permittee to ensure compliance with appropriate regulations.
2. Provide inspections and compliance monitoring to the permittee's facility(ies), including construction inspections and prepare written reports.
3. Provide monitoring to the surrounding area to monitor facility impacts.
4. Respond to complaints
5. Offer technical assistance to the permittee, and answer questions from the public.
6. Maintain files and databases.



7. Review annual reports, permit applications, permit modifications, and other submittals to the Department.
- b. Funds necessary to support the monitoring services and requirements for the coming year shall be provided to the Department by the permittee on an annual basis. The sum to be provided is based on annual environmental monitoring service costs of the Department and is subject to annual revision. Subsequent annual payments shall be made for the duration of this permit or until the monitoring requirement no longer exists, whichever comes first.
- c. The permittee shall be billed annually for each fiscal year beginning on April 1. If this permit is to first become effective subsequent to April 1, the initial payment may be for an amount sufficient to meet the anticipated cost of the monitoring through the end of the current fiscal year.
- d. The Department may revise the required payment on an annual basis to include all of the Department's costs associated with the monitoring services. The annual revision may take into account such factors as inflation, salary increases, changes in operating hours and procedures, increase or decrease in the amount of monitoring necessary, and increase or decrease in the number of OEM and/or OEM supervisors necessary. Upon written request by the permittee, the Department shall provide the permittee with a written explanation of the basis for any revision or modification. If such a revision is required, the Department will notify the permittee of such a revision no later than 60 days in advance of such revision.
- e. Prior to making its annual payment, the permittee will receive, and have an opportunity to review, an annual work plan that the Department will undertake during the year.
- f. Payments are to be in advance of the period in which they will be expended, and shall be made within 30 days of receiving a bill from the Department.



GENERAL CONDITIONS - Apply to ALL Authorized Permits:

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

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

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

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

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

Regional Permit Administrator
NYSDEC REGION 1 HEADQUARTERS
SUNY @ STONY BROOK 50 CIRCLE RD
STONY BROOK, NY 11790 -3409

4. Submission of Renewal Application The permittee must submit a renewal application at least 180 days before permit expiration for the following permit authorizations: Solid Waste Management.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;

- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

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

Item B: Permittee's Contractors to Comply with Permit

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

Item C: Permittee Responsible for Obtaining Other Required Permits

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

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

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

ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	TO NO.	AMOUNT
SEC 1	HEMPSTEAD	PICK-UP FEE PER CUBIC YARD	\$	5.29	6.00	3.45											
		PLUS DISPOSAL FEE PER CUBIC YARD	\$	0.00	6.00	2.00											
		FLOW CONTROL FEE PER CUBIC YARD	\$	4.90	N/A	0.45	(SEE BID)										
2	N. HEMPSTEAD	TOTAL FEE PER CUBIC YARD	\$	10.19	12.00	5.90											
		PICK-UP FEE PER CUBIC YARD	\$	5.17	6.00	3.45											
		PLUS DISPOSAL FEE PER CUBIC YARD	\$	0.00	6.00	2.00											
		FLOW CONTROL FEE PER CUBIC YARD	\$	4.64	N/A	0.53	(SEE BID)										
		TOTAL FEE PER CUBIC YARD	\$	9.81	12.00	5.98											
3	OYSTER BAY	PICK-UP FEE PER CUBIC YARD	\$	5.03	6.00	3.45											
		PLUS DISPOSAL FEE PER CUBIC YARD	\$	4.33	6.00	2.00											
		FLOW CONTROL FEE PER CUBIC YARD	\$	0.00	N/A	0.00											
		TOTAL FEE PER CUBIC YARD	\$	9.36	12.00	5.45											
4	SUPREME CT BLDG	RETRIEVER TRUCK PER MONTH	\$	2273.25	1500.00	445.00											
5	NICKERSON BEACH	COMPACTORS RATIO TO BE CHARGED	\$	3	4	8.15											
6		RENTAL OF COMPACTOR UNITS PER MONTH	\$	350.00	175.00	(SEE BID)											
7	COST PUS	4-YARD TOWABLE CONTAINS	%	25%	N/B	25%											
RTB 1A	MFR LIST PRICE LESS	4-YARD TOWABLE CONTAINS	%	0%	N/B	N/A											
1B	BAY PARK	CONCRETE, ASPHALT, BRICK	CU YD	75.00	50.00	77.50											
1C		DIRT	CU YD	75.00	40.00	77.50											
D		WOODCHIPS-LOGS-STUMP MIX	CU YD	40.63	50.00	48.50											
1E		WOODCHIPS	CU YD	26.56	50.00	48.50											
1F		LOGS	CU YD	40.63	50.00	48.50											
1G		STUMPS	CU YD	40.63	50.00	48.50											
1H		CLEAN LEAVES	CU YD	25.00	50.00	85.00											
1I		ANY COMBINATION OF ABOVE ITEMS	CU YD	75.00	65.00	90.00											
2A	CEDAR CREEK	CONCRETE, ASPHALT, BRICK	CU YD	70.31	50.00	77.50											
2B		DIRT	CU YD	70.31	40.00	77.50											
2C		WOODCHIPS-LOGS-STUMP MIX	CU YD	34.38	50.00	48.50											
2D		WOODCHIPS	CU YD	23.44	50.00	48.50											
2E		LOGS	CU YD	34.38	50.00	48.50											
2F		STUMPS	CU YD	34.38	50.00	48.50											
2G		CLEAN LEAVES	CU YD	22.66	50.00	85.00											
2I		ANY COMBINATION OF ABOVE ITEMS	CU YD	70.31	65.00	90.00											
3A	GLEN COVE	CONCRETE, ASPHALT, BRICK	CU YD	67.19	50.00	77.50											
3B		DIRT	CU YD	67.19	40.00	77.50											
3C		WOODCHIPS-LOGS-STUMP MIX	CU YD	29.69	50.00	48.50											
3D		WOODCHIPS	CU YD	21.09	50.00	48.50											
3E		LOGS	CU YD	29.69	50.00	48.50											
3F		STUMPS	CU YD	29.69	50.00	48.50											
3G		CLEAN LEAVES	CU YD	21.09	50.00	85.00											
3I		ANY COMBINATION OF ABOVE ITEMS	CU YD	71.88	65.00	90.00											

DETAILS OF
AWARD

[illegible][illegible]

received. 5/14/20 2/13/20
Date



OPEN May 14, 2020

DATE: June 15, 2020

TO: BUYER - Timothy Funaro

_FROM: ADMINISTRATION

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

Date: June 15, 2020 To: Supervisor From: Buyer Timothy Funaro		Bid Results
List of recommended awards in accordance with the at attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.		Items Bidder
<div style="text-align: right;"> Buyer </div>		Recommend an award be given to Jamaica Ash & Rubbish Removal Co. Inc. for part one of the of the bid (Rubbish, Refuse and Recycling Removal Services)
Date: _____ To: Director From: Supervisor <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"> <input type="checkbox"/> Concur </div> <div style="text-align: center;"> <input type="checkbox"/> Disagree (See Reverse) </div> </div>		Recommend an award be given to National Waste Services LLC for part two of the bid (Emergency Non-Strom Debris Disposal)
Date: <u>6/16/20</u> To: Buyer From: Director <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"> <input checked="" type="checkbox"/> Approved for Award </div> <div style="text-align: center;"> <input type="checkbox"/> Hold award pending discussion </div> </div> <div style="margin-top: 10px;"> NO <input type="checkbox"/> Subject to Legislature Approval </div> <div style="margin-top: 10px;"> YES <input checked="" type="checkbox"/> Subject to Legislature Approval </div>		Jamaica Ash & Rubbish Removal Co. Inc. and National Waste Services are the lowest responsible bidders meeting specifications and bid terms. See Attached
<div style="text-align: right;"> Director </div>		

Formal sealed bid number 91027-4300-060

Title: Rubbish Refuse and Debris Removal Services

Part one Rubbish, Refuse and Recycling Removal Services

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

4 cubic yards 1 pick-ups per week -----one invoice
 6 cubic yards 3 pick-ups per week-----one invoice
 6 cubic yards 5 pick-ups per week-----four invoices
 8 cubic yards 2 pick-ups per week-----one invoice
 8 cubic yards 5 pick-ups per week-----two invoices
 1 receiver truck

The formula used is:

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

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

$\$5.20 \times 6 \text{ yd} \times 3 \text{ times} \times 52 = \$4,867.20$ divided by 12 = \$405.60

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

Jamaica Ash \$5.90

Winter Bros \$10.19

National Waste \$12.00

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

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

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

Award recommendation

page 2

Formal sealed bid number 91027-4300-060

Title: Rubbish Refuse and Debris Removal Services

Part two Emergency Non-Storm Debris Disposal

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

Key:

Bay Park	=	BP
Cedar Creek	=	CC
Glen Cove	=	GC
Hempstead	=	hem
Hicksville	=	hix
Manhasset	=	man

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

Award recommendation

page 3

Formal sealed bid number 91027-4300-060

Title: Rubbish Refuse and Debris Removal Services

Part two Emergency Non-Storm Debris Disposal continued

	Jamaica Ash	Winters Bros	National Waste
Bay Park Mixed 440 pick ups Asphalt -- concrete Stumps	440 x \$90.00 = \$39,600.00 -0- -0- Total \$39,600.00	440 x \$75.00 = \$33,000.00 -0- -0- Total \$33,000.00	440 x \$65.00 = \$28,600.00 -0- -0- Total \$28,600.00
Cedar Creek Mixed 60 pick ups Asphalt -- concrete Stumps	60 x \$90.00 = \$5,400.00 -0- -0- Total \$5,400.00	60 x \$70.31 = \$4,218.60 -0- -0- Total \$4,218.60	60 x \$65.00 = \$3,900.00 -0- -0- Total \$3,900.00
Glen Cove Mixed 545 pick ups Asphalt -- concrete Stumps	545 x \$90.00 = \$49,050.00 -0- -0- Total \$49,050.00	545 x \$71.88 = \$39,174.60 -0- -0- Total \$49,050.00	545 x \$65.00 = \$35,425.00 -0- -0- Total \$35,425.00
Hempstead Mixed 760 pick ups Asphalt -- concrete stumps	760 x \$90.00 = \$68,400.00 -0- -0- Total \$68,400.00	760 x \$71.88 = \$54,628.80 -0- -0- Total \$54,628.80	760 x \$65.00 = \$49,400.00 -0- -0- Total \$49,400.00
Hicksville Mixed 2320 pick ups Asphalt -- concrete 360 Stumps 280	2320 x \$90.00 = \$208,800.00 360 x \$77.50 = \$ 27,900.00 280 X \$48.50 = \$ 13,580.00 Total \$250,200.00	2320 x \$70.31 = \$163,119.00 360 x \$71.88 = \$ 25,876.80 280 x \$34.38 = \$ 9,624.40 Total \$198,620.40	2320 x \$65.00 = \$150,800.00 360 x \$50.00 = \$ 18,000.00 280 x \$50.00 = \$ 14,000.00 Total \$182,800.00
Manhasset Mixed 1000 pick ups Asphalt -- concrete 1520 Stumps 480	1000 x \$90.00 = \$ 90,000.00 1520 x \$77.50 = \$117,800.00 480 x \$48.50 = \$ 23,280.00 Total \$231,080.00	1000 x \$73.44 = \$ 73,440.00 1520 x \$69.53 = \$105,685.00 480 x \$32.03 = \$ 15,374.40 Total \$194,500.00	1000 x \$65.00 = \$ 65,000.00 1520 x \$50.00 = \$ 76,000.00 480 x \$50.00 = \$ 24,000.00 Total \$265,000.00
Grand Total	\$643,810.00	\$524,142.40	\$465,125.00

Awarded to the low bidder National Waste Services LLC.



Comparison OF Bids

% difference plus or minus over Pre-Encumbrance #VALUE! #VALUE!	Recommended Vendor N/A Requisition # N/A Pre-Encumbrance: N/A Buyer Timothy Funaro Purchas Order #
---	--

Vendors												
Jamaica Ash				Winters Bros.		National Waste		Vendor # 4		Vendor # 5		Part 1
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	1	5.90	5.90	10.19	10.19	12.00	12.00	0.00	0.00	0.00	0.00	5.90
2	1	5.98	5.98	9.81	9.81	12.00	12.00	0.00	0.00	0.00	0.00	5.98
3	1	5.45	5.45	9.35	9.35	12.00	12.00	0.00	0.00	0.00	0.00	5.45
4	1	445.00	445.00	2273.25	2273.25	1500.00	1500.00	0.00	0.00	0.00	0.00	445.00
5	1	8.15	8.15	3.00	3.00	4.00	4.00	0.00	0.00	0.00	0.00	3.00
6	1	350.00	350.00	350.00	350.00	175.00	175.00	0.00	0.00	0.00	0.00	175.00
7	1	25.00	25.00	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	1	245.00	245.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	1	80.00	80.00	155.00	155.00	500.00	500.00	0.00	0.00	0.00	0.00	80.00
10	1	20.00	20.00	60.00	60.00	225.00	225.00	0.00	0.00	0.00	0.00	20.00
11	1	0.00	0.00	0.00	0.00	65.00	65.00	0.00	0.00	0.00	0.00	0.00
12	1	0.35	0.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	1	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	1	245.00	245.00	650.00	650.00	700.00	700.00	0.00	0.00	0.00	0.00	245.00
16	1	81.20	81.20	310.00	310.00	325.00	325.00	0.00	0.00	0.00	0.00	81.20
17	1	20.30	20.30	115.00	115.00	100.00	100.00	0.00	0.00	0.00	0.00	20.30
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00		0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00		0.00	0.00
26	0	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00		0.00	0.00
27	0	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00		0.00	0.00
28	0	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00		0.00	0.00
29	0	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00		0.00	0.00
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00		0.00	0.00
31	0	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00		0.00	0.00
32	0	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00		0.00	0.00
33	0	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00		0.00	0.00
34	0	0.00	0.00	0.00	0.00	0	0.00	0	0.00		0.00	0.00
35	0	0.00	0.00	0.00	0.00	0	0.00	0	0.00		0.00	0.00
	0	0.00	0.00	0.00	0.00	0		0	0.00			0.00
	0	0.00	0.00	0.00	0.00	0						0.00
	0	0.00	0.00	0.00	0.00							0.00
sum	0		1562.33		3970.60		3630.00		0.00		0.00	1086.83
ship	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
		Total	1562.33	Total	3970.60	Total	3630.00	Total	0.00	Total	0.00	1086.83
Delivery	Stock			Stock			Stock					
Terms	Net 30			Net 30			Net 30					
F.O.B.	Dest.			Dest.			Dest.					
Vin	11596642			371749568			522304567					
Tel No.	516-333-2211			631-491-4923			631-242-0300					
Verbal	Emedia Fazzini			Patrick Winters			Joseph Leone					
Date	05/14/20 sealed bid			05/14/20 sealed bid			05/14/20 sealed bid					

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

* key 0=No Bid



JAMAASH-01

JCAPELLA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2020

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

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

PRODUCER Insight Companies Inc. 225 Old Country Road North Wing Melville, NY 11747	CONTACT NAME: Jillian Capella PHONE (A/C, No, Ext): (631) 393-0500 FAX (A/C, No): (631) 393-0505 E-MAIL ADDRESS: jcapella@insightins.com														
INSURED Jamaica Ash & Rubbish Removal Company, Inc. P.O. Box 833 Westbury, NY 11590	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Granite State Insurance Co.</td> <td>23809</td> </tr> <tr> <td>INSURER B: New Hampshire Insurance Co.</td> <td>23841</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Granite State Insurance Co.	23809	INSURER B: New Hampshire Insurance Co.	23841	INSURER C: The Travelers Indemnity Co.	25658	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: The Travelers Indemnity Co.	25658														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

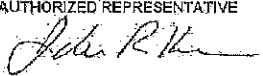
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	02-LX-011740508-7	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB.					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> PER LOCATION AGGR					PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY		01-CA-019049135-7	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO: OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	ZUP-10N87310-20-NF	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory In NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Nassau County is included as additional insured.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Nassau County Office of Purchasing One West Street - 1st Floor Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



AGENCY CUSTOMER ID: JAMAASH-01

JCAPELLA

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Insight Companies Inc.		NAMED INSURED Jamaica Ash & Rubbish Removal Company, Inc. P.O. Box 833 Westbury, NY 11590	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The Additional Insured and/or Waiver of Subrogation if shown on this certificate are added provided this status is required by a written and executed contract.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 111598642

INSIGHT COMPANIES INC
225 OLD COUNTRY RD NORTH WING
MELVILLE NY 11747



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER JAMAICA ASH & RUBBISH REMOVAL CO., INC P.O. BOX 833 WESTBURY NY 11590		CERTIFICATE HOLDER NASSAU COUNTY ONE WEST STREET 1ST FLOOR MINEOLA NY 11501	
POLICY NUMBER H 2251 102-6	CERTIFICATE NUMBER 581693	POLICY PERIOD 12/31/2019 TO 12/31/2020	DATE 12/18/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2251 102-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 73747257



Funaro, Timothy G

From: Info <info@aeclaw.com>
Sent: Monday, August 31, 2020 10:39 AM
To: Funaro, Timothy G; Robert Costante
Subject: RE: forms
Attachments: Liab & WC COIs - Nassau County.pdf

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

Good Morning Mr. Funaro,

Please see the attached COI and Worker's Comp. to include Nassau County as additionally insured. Thank you.

Alexandria N. Bartholomew

Legal Assistant

Anthony E. Core, P.C.

173 School Street, 3rd Floor

Westbury, NY 11590

516-997-2700

From: Funaro, Timothy G
Sent: Monday, August 31, 2020 10:34 AM
To: Robert Costante <rcostante@aeclaw.com>
Cc: Info <info@aeclaw.com>
Subject: RE: forms

Thank you

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



From: Robert Costante <rcostante@aeclaw.com>
Sent: Monday, August 31, 2020 10:33 AM
To: Funaro, Timothy G <tfunaro@nassaucountyny.gov>
Cc: Info <info@aeclaw.com>
Subject: RE: forms