Contract ID#: CQPK15000043

Department: Parks, Rec & Museums

E-119-15

RUSH

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: catered food, beverages, tents and misc. entertainment equipment

NIFS ID #: CQPK15000043 NIFS Entry Date: 5/14/15 Term: **May 1, 2015-December 31, 2015**

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Dover Gourmet Corp.	Vendor ID# 132855155	Department Contact Eileen Krieb
Address 27 St John Street Freeport, NY 11520 REG: Dover Gourmet Corp. EMAIL: butchyamali@dovergroupny.com	Contact Person: Butch Yamali Phone: 516-933-4444 Fax: 516-933-0177	Address Administration Bldg. Eisenhower Park East Meadow, NY 11554 Phone (516) 572-0378 Fax (516) 572-0227

Routing Slip

Brian Nugent, Chief Dep. Commissioner _____ **Date** 5/15/15

Frank Camerlengo, Dep. Commissioner _____ **Date** 5/14/15

Eileen Krieb, CSR _____ **Date** 5/13/15

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
5/19/15	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered* ☐	5/19/15	Linda Bark	
5/20/15	OMB	*NIFS Approval (Contractor Registered)* ☐	6/15/15		Yes ☐ No ☐ Not required if blanket resolution
6/16/15	County Attorney	*CA RE & Insurance Verification* ☑	6/16/15		
6/16/15	County Attorney	*CA Approval as to form* ☑	6/16/15		Yes ☐ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐		JUN 22 P 12:18	
	Comptroller	*NIFS Approval* ☐			
6/22/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/22/15		

PR5254 (1/06)

Contract ID#: CQPK15000043

Department: Parks, Rec & Museums

Contract Summary

Description: to provide catered food and beverages, tents and miscellaneous entertainment equipment

Purpose: to provide catered food and beverages, tents and miscellaneous entertainment equipment

Method of Procurement: This service is exclusive to Dover Gourmet Corp. per Nassau County Contract dated 2009.

Procurement History: Per the attached contract Dover Gourmet Corp. has an exclusive license with Nassau County to provide food, beverage and catering services under the F&B Concession Agreement entered into in 2009. Exhibit "A" of the agreement outlines specific facilities subject to this agreement. 1.1(n) defines additional services.

Description of General Provisions: to provide catered food and beverages, tents and miscellaneous entertainment equipment for those productions and/or events requiring such services at the LI Fair and other special events at OBVR..

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $32,000.00

n/a CONTRACT PROCESSING FEE copy attached $160-

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: gen	1800
Object: de	500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other GRANT	$32,000.00
TOTAL	$32,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	$ 32,000-
2		$
3		$
4		$
5	APPROVED: [signature] 6/16/15	$
6		$
	TOTAL	$32,000.00

INSURANCE SECTION

Document Prepared By: L. Rosenthal Date: 5/11/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name [signature]
Name	Name	Date 6/22/15
Date	Date	(For Office Use Only)

E #:

PR5254 (1/06)

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND DOVER GOURMET CORP.

WHEREAS, the County has negotiated a personal services agreement with Dover Gourmet Corp. to provide catered food and beverages and miscellaneous entertainment equipment for the Long Island Fair and other special events at Old Bethpage Village Restoration, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Dover Gourmet Corp.

CASH ONLY IF ALL CheckLock SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

DOVER GOURMET CORP.
DBA QUICK SNACK FOODS
& CARNIVAL ICE CREAM
27 ST JOHNS PLACE
FREEPORT, NY 11520

CAPITAL ONE, NA
50-791/214

52400

5/14/2015

PAY TO THE ORDER OF Treasurer of Nassau County $ **640.00

Six Hundred Forty and 00/100**********DOLLARS

Treasurer of Nassau County
1 West Street
Mineola, New York 11501

VOID AFTER 120 DAYS

MEMO

Admin Fee for 2015 NC Contracts

⑈052400⑈ ⑆021407912⑆ 8874015814⑈

© 2014 INTUIT INC. # 785 1-800-433-8611

DOVER GOURMET CORP. / DBA QUICK SNACK FOODS & CARNIVAL ICE CREAM 52400

Treasurer of Nassau County 5/14/2015

640.00

Dover Gourmet Corp. Admin Fee for 2015 NC Contracts 640.00

CGPK150000 42 = $160
43 = 160
44 = 160
45 = 160
Total = $640

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Dover Gourmet Corp.
CONTRACTOR ADDRESS: 27 St. John Street, Freeport, NY 11520
FEDERAL TAX ID 132855155

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

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☑ The contractor was selected pursuant to a Request for Proposals.
The services to be provided by the Contractor under this Agreement shall consist of providing catered food and beverages, tents and miscellaneous entertainment equipment for productions and/or events subject to the governing Contract. The governing Contract was entered into after a written request for proposals was issued on June 9, 2008. Potential proposers were made aware of the availability of the RFP by posting on the Nassau County website and through the Legal Notices in Newsday on Monday, March 31, 2009. Thirty-seven (37) of potential proposers were sent notice of the RFP, Twenty-five (25) of potential proposers opened the documents and Eight (8) accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Friday, April 18, 2009. Dover Gourmet Corporation was the sole proposer.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

[X] a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature
Brian Nugent, Chief Dep. Commissioner

5/15/15
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

DOVER

27 St. Jonns Pl. • Freeport, NY 11520 • P: 516.933.4444 • F: 516.933.0117 • www.dovergroupny.com

DISCLOSURE STATEMENT

Butch Yamali is the President of Dover Gourmet Corporation d/b/a The Dover Group

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Dover Gourmet Corp.**, a New York company having its principal address at 27 St. John Street, Freeport, NY 11520 (the Contractor").

W I T N E S S E T H:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and as outlined in the concessionaire agreement between Nassau County and Dover Gourmet Corp. (attached Exhibit "A").

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

1. **Term**. This Agreement shall commence on May 1, 2015 and shall terminate on December 31, 2015, unless sooner terminated as provided for herein.

2. **Services**. The services to be provided by the Contractor under this Agreement shall consist of, but not limited to, providing catered food and beverages, tents and miscellaneous entertainment equipment for those productions and/or events requiring such services at the Long Island Fair or other special events at OBVR.

3. **Payment**.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Thirty Two Thousand Dollars** ($32,000.00). The Contractor shall submit its invoice and voucher for payment pursuant to subsection (b) of this Section. The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted to the County.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii)

review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

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

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

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

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

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. **Minimum Service Standards**. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause all Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

8. **Indemnification; Defense; Cooperation**. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing

a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Contractor of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

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

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

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

9. **Insurance**. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof, and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County. **Coverage is Subject to Change according to Event.**

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

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

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

11. **Termination**. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ten (10) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor where the

impracticability relates to the Contractors ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

14. **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor uses a Contractor Agent to perform some or all of

the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. **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.

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

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

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

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

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

19. **Administrative Service Charge**. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. **Miscellaneous**.

(a) The Contractor represents and warrants that it is the authorized agent for the Contractor and has the authority to enter into this Agreement on the behalf of the Contractor and agrees that as the authorized agent, by executing this Agreement, the Contractor shall be bound by the terms and conditions contained herein. The Contractor further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Contractor.

21. **Executory Clause**. Notwithstanding any other provision of this Agreement:

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

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

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

Dover Gourmet Corp.

By: _____
Name: Burak Yaman
Title: President
Date: 5/7/15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ____ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 7 day of May in the year 2015 before me personally came Butch Yamali to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Dover Gourmet Corp, the company/corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said company/corporation.

Brittany Musto
NOTARY PUBLIC

BRITTANY MUSTO
Notary Public - State of New York
No. 01MU6202990
Qualified in Nassau County
My Commission Expires March 30, 2018

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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

_____
NOTARY PUBLIC

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

   Bird Yamaki Pleasant (Name)

   27 St Johns Place Freeport, NY (Address)

   (516) 933-4444 (Telephone Number)

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

3. In the past five years, Permittee _____ 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 Permittee, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

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

   _____

   _____

5. Permittee 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.

5-7-15
Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this
7 day of May, 2015.

Notary Public

BRITTANY MUSTO
Notary Public - State of New York
No. 01MU6202990
Qualified in Nassau County
My Commission Expires March 30, 2017

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 Operator (as defined below) 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 below) and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Operator 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 Operator 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 Operator 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 Operator's obligations herein.

(c) The Operator 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 Operator shall make its best efforts to solicit active participation by "Certified business" enterprises (as defined in Section 101 of Local Law No. 14-2002).

(e) The Operator shall be bound by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").

(f) The Operator shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars ($25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Operator.

The provisions of (a) through (f) above do not apply to: (i) work, goods or services unrelated to the County Contract, or (ii) employment or employment related activities outside of the County.

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

ARTICLE I.As used in this Appendix EE the term "Operator" 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 an Operator 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.

EXHIBIT "A"

NASSAU COUNT PARKS AND FACILITIES
LICENSED PREMISES

Food and Beverage Concessions (as defined in this License Agreement) at the following Parks and Facilities:

- The property, buildings and facilities known as Eisenhower Park (excluding the Carltun in the Park and the Public Safety conversion),
- The property, buildings and facilities known as The Nassau County Aquatic Center.
- The property, buildings and facilities known as the Eisenhower Golf facilities.
- The property, buildings and facilities known as Wantagh Park,
- The property, buildings and facilities known as Christopher Morley Park,
- The property, buildings and facilities known as Cantiague Park,
- The property, buildings and facilities known as N Woodmere Park.
- The property, buildings and facilities known as Cow Meadow Park.
- The property, buildings and facilities known as Mitchell Athletic Complex.
- The property, buildings and facilities known as Old Bethpage Village Restoration (except the Fair Ground Building, other than during the Long Island Fair, shall be on a non- exclusive basis). In the event the County executes a contract for this property building, and/or facility with another vendor, based on the Request For Proposal issued prior to the Commencement Dates, within 9 months from the Commencement Date, then this property, building and/or facility shall be excluded from this license,
- The property, buildings and facilities known as Inwood Park.
- The property, buildings and facilities known as Grant Park
- The property, buildings and facilities known as Bay Park,
- The property, buildings and facilities known as Centennial Park,
- The properly, buildings and facilities known as Rev Mackey Park,
- The properly, buildings and facilities known as Cedar Creek Park.
- The property, buildings and facilities known as Washington Avenue Park in Seaford
- The property, building and facilities known as Garvies Point Museum and Preserve (except catering on a non-exclusive basis).
- The property, building and facilities known as Tackapausha Museum (except catering on a non-exclusive basis).
- All preserves (except Elderfields, Baileys Arboretum, the Holocaust Center at Welwyn, Sands Point Preserve, Chelsea, and Cedarmere) and pocket parks operated by the County (if service is needed).

RESOLUTION NO. 469 – 2009

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A LICENSE AGREEMENT WITH DOVER GOURMET CORPORATION FOR FOOD AND BEVERAGE CONCESSIONS AT VARIOUS PROPERTY AND FACILITES UNDER THE JURSIDICTION OF THE DEPARTMENT OF PARKS, RECREATION, AND MUSEUMS

Deputy County Attorney

Passed by Nassau County Legislature on
DEC 21 2009 A voice vote was taken with 13
Legislators present.
Voting: aye 13, nay 0, abstained 0, recused 0
Became an resolution on DEC 24 2009
With the approval of the Deputy County
Executive acting for the County Executive

WHEREAS, the County of Nassau has negotiated three revenue-producing licenses, on file with the Clerk of the Legislature, for the exclusive operation of food and beverage concessions by Dover Gourmet at locations throughout the County;

WHEREAS, the Legislature will separately review and approve each license agreement with Dover Gourmet for food and beverage concessions at: 1) various listed property, buildings and facilities under the jurisdiction of the Department of Parks, Recreation and Museums ("Department of Parks"); 2) Nickerson Beach; and 3) all other County-owned property, buildings and facilities other than at those locations that are specifically excluded by the terms of the license; now, therefore be it

RESOLVED, that the County Executive is hereby authorized to execute a license agreement between the County of Nassau, acting on behalf of the Department of Parks, and Dover Gourmet Corporation, a copy of which is on file with the Clerk of the Legislature, to operate food and beverage concessions at various property and facilities under the jurisdiction of the Department of Parks.

DATE SUBMITTED 12/23/09

Marilyn Gottlieb

DEPUTY COUNTY EXECUTIVE
ACTING FOR THE COUNTY EXECUTIVE

DATE APPROVED 12/23/09

RESOLUTION NO. – 2009

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A LICENSE AGREEMENT WITH DOVER GOURMET CORPORATION FOR FOOD AND BEVERAGE CONCESSIONS AT VARIOUS PROPERTY AND FACILITES UNDER THE JURSIDICTION OF THE DEPARTMENT OF PARKS, RECREATION, AND MUSEUMS

APPROVED AS PER CHARTER
County Attorney

WHEREAS, the County of Nassau has negotiated three revenue-producing licenses, on file with the Clerk of the Legislature, for the exclusive operation of food and beverage concessions by Dover Gourmet at locations throughout the County;

WHEREAS, the Legislature will separately review and approve each license agreement with Dover Gourmet for food and beverage concessions at: 1) various listed property, buildings and facilities under the jurisdiction of the Department of Parks, Recreation and Museums ("Department of Parks"); 2) Nickerson Beach; and 3) all other County-owned property, buildings and facilities other than at those locations that are specifically excluded by the terms of the license; now, therefore be it

RESOLVED, that the County Executive is hereby authorized to execute a license agreement between the County of Nassau, acting on behalf of the Department of Parks, and Dover Gourmet Corporation, a copy of which is on file with the Clerk of the Legislature, to operate food and beverage concessions at various property and facilities under the jurisdiction of the Department of Parks.

Howard S. Weitzman
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Dover Gourmet Corporation dba Quick Snack/Carnival Ice Cream
CONTRACTOR ADDRESS: 11 Skyline Drive, Plainview, NY 11803

FEDERAL TAX ID #: 132855155

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

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on June 9, 2008. Potential Proposers were made aware of the availability of the RFP by legal notice in the Nassau and Suffolk editions of Newsday and on the Nassau County website. Twenty-six (26) out of thirty-seven (37) potential Proposers opened the documents received the RFP via the website. Proposals were due on August 8, 2008 and extended to September 5, 2008 3PM. One (1) proposal was received and evaluated. The evaluation committee consisted of: Eileen Krieb, Tracy Kay, and Nick Thalasinos.

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

_____

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

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal: OR:

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

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

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature
Jose L. Lopez
Commissioner

1/19/09
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

THOMAS R. SUOZZI
COUNTY EXECUTIVE

JOSE L. LOPEZ
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

November 19, 2009

CSEA Nassau Local 830
400 County Seat Drive
Mineola, NY 11501

Re: Sub-Contracting Notification – Section 32 CBA
FAX# (516) 742-3801

To Whom It May Concern:

Please be advised that this department has prepared for submission of a License Agreement for contracted vendor service. This contract is to be performed at/for the following Parks, Recreation and Museums Department facilities: **as attached by Exhibit A.**

The nature of this work is to provide: an array of food and beverage concessions at various County facilities and County Parks.

The anticipated length of this contract will be: ten (10) years.

Funding source for this contract will be: **None. The License Agreement will be revenue producing.**

It is important to note that in no way should it be implied that this proposal/request is for work which has "historically and exclusively" been performed by members of the CSEA bargaining unit. Furthermore, should you wish to offer an alternative to this proposal please respond within ten (10) days to my office in the Administration Building in Eisenhower Park.

Sincerely,

Jose L. Lopez
Commissioner

JLL:kbr

Dover Gourmet Corporation
11 Skyline Drive
Plainview, NY 11803
Phone (516) 933-4444 Fax (516) 933-0117

Ownership Information

Principal Shareholder:	Butch Yamali – 100% shareholder
Business Address:	11 Skyline Drive Plainview, New York 11803
Business Phone:	516-933-4444
Business Fax:	516-933-0117
Home Address	2153 Vine Drive Merrick, New York 11566
Home Phone:	516-868-7447
Cell Phone:	516-987-7402
Email Address:	butchyamali@dovergroupny.com

COUNTY OF NASSAU

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

1. Name of the Entity: Dover Gourmet Corp

Address: 27 St. Johns Place

City, State and Zip Code: Freeport, NY 11520

2. Entity's Vendor Identification Number: 13-2855155

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):

Butch Yamali - 100%

2153 Vine Drive Merrick NY 11566

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

Butch Yamali - 100%

2153 Vine Drive Merrick, NY 11566

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.

N/A

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):

N/A

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

N/A

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

N/A

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

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

Dated: 6/16/15

Signed:

Print Name: Robert Yamali

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.