



E-76-17

Contract ID: CQPK17000007

Department: Parks

Capital:

SERVICE: Catered food, beverages, rental equipment

NIFS ID #: CQPK17000007

NIFS Entry Date: 08-FEB-17

Term: from 01-JAN-17 to 31-DEC-18

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Dover Gourmet Corp.	Vendor ID#: 132855155
Address: 27 St. John Street Freeport, NY 11520	Contact Person: Butch Yamali
	Phone: 516-933-4444

Department:	
Contact Name: Eileen Krieb	
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554	
Phone: 516-572-0378	

2017 MAR 16 P 3 19
RECEIVED
COUNTY CLERK
OFFICE

Routing Slip

Department	NIFS Entry: X	13-FEB-17 -- PABUFFOLINO
Department	NIFS Approval: X	01-MAR-17 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	03-MAR-17 -- RDALLEVA
OMB	NIFS Approval: X	02-MAR-17 -- MRONAN
County Atty.	Insurance Verification: X	01-MAR-17 -- DMCDERMOTT
County Atty.	Approval to Form: X	01-MAR-17 -- DMCDERMOTT
Dep. CE	Approval: X	06-MAR-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	03-MAR-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The contractor under this Agreement shall consist of, but not limited to provide catered food and beverages, and rental equipment Lakeside Theatre, Empire Games and other Special events at various Nassau County Parks
Method of Procurement: This service is exclusive to Dover Gourmet Corp. per Nassau County Contract RFP #PK0605-0817 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. Schedule 4A 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, rental equipment, and miscellaneous entertainment equipment for those productions and/or events requiring such services at the Lakeside Theatre, Empire Games and other special events at various Nassau County Parks.
Impact on Funding / Price Analysis: n/a - Contract Processing fee \$533.00 copy attached.
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	PK	Revenue		1	PKGGEN1800DE500	110000
Resp:	GEN1800	Contract:				0
Object:	DE500	County	0			0
Transaction:	103	Federal	0			0
Project #:		State	0			0
Detail:		Capital	0			0
		Other	110000			0
		TOTAL	110000		TOTAL	110000

RENEWAL	
% Increase	
% Decrease	



Nassau County Interim Finance Authority

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

1. Vendor: Dover Gourmet Corp.

2. Dollar amount requiring NIFA approval: \$110000

Amount to be encumbered: \$110000

This is a New

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

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

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

3. Contract Term: 1/1/17-12/31/18

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

General Fund (GEN)

Capital Improvement Fund (CAP)

X Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

N/A

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

Nassau County Attorney as to form

Not Applicable

Nassau County Committee and/or Legislature

Not Applicable

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

N/A

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

Contract ID	Date	Amount

AUTHORIZATION

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

RDALLEVA

03-MAR-17

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

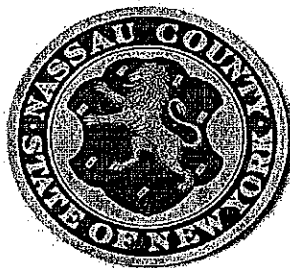
RULES RESOLUTION NO. – 2017

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 those productions and/or events
requiring such services at Lakeside Theatre, Empire Games and other special
events at various Nassau County Parks., 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.

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 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 advertisement in Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website on March 31, 2009. Proposals were due on Friday, April 18, 2009. Eight (8) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

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

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

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

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

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

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

Instructions with respect to Sections VII, VIII and IX: All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.

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

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

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

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

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



Department Head Signature

2/13/17
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.

Exhibit A



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?

None

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.

Dated:

1/12/17

Vendor:

Dover Gourmet Corp

Signed:

[Signature]

Print Name:

Butch Yamali

Title:

President

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.

1. Principal Name Butch Yamali
Date of birth 11/4/62
Home address 2153 Vine Drive
City/state/zip Melrose NY 11566
Business address 27 St. Johns place
City/state/zip Freeport NY 11520
Telephone 516-933-4444
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached

- President 3/1/95 Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other) / /

3. Do you have an equity interest in the business submitting the questionnaire?
YES ___ NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the 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 not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
 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 details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ 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? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Butch Yamali, 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 12 day of January 2017

Brittany Musto
Notary Public

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

Dover Gourmet Corp
Name of submitting business
Butch Yamali
Print name
[Signature]
Signature
President
Title
1 / 12 / 2017
Date

Business History Form

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

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

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

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

ARTICLE II. Date: 11/22/16

1) Proposer's Legal Name: Dover Gourmet Corp

2) Address of Place of Business: 29 St. Johns Place Freeport NY 11520

List all other business addresses used within last five years: _____

3) Mailing Address (if different): _____

Phone: 516-933-4444

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 13-2855555

6) The 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? NO

Yes ___ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☒ No ___ If Yes, please provide details: Malibu beach camp, Malibu, Malibu shore club, Hudsons on the mile, Peters clam bar, Coral House, Sand on Cido, Dream events, millbridge ventures inc, Mapu Maintenance

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: See list at item # 9 on attached addendum

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. _____

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. See addendum attached

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 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.

In the event a conflict arises, I will
inform the County of the possible
conflict & allow the County to determine
if an actual conflict exists

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

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; April 1976

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; *Butch Yamali only*
- iii) Name, address and position of all officers and directors of the company; *Butch Yamali only*
- iv) State of incorporation (if applicable); *New York*
- v) The number of employees in the firm; *Approximately 650-700*
- vi) Annual revenue of firm; *\$7 million*
- vii) Summary of relevant accomplishments *See Resume*
- viii) Copies of all state and local licenses and permits. *See attached*

B. Indicate number of years in business. *41*

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

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 *Hempstead Ford Lincoln Mercury*

Contact

Person *John Tait*

Address *301 N. Franklin Ave*

City/State *Hempstead, NY 11550*

Telephone *516-382-2277*

Fax #

E-Mail Address *JT1544W@aol.com*

Company *Nassau Regional OTB*

Contact

Person *Joseph Cairo*

Address *89 Liberty Ave*

City/State *Mineola, NY*

Telephone 516-572-2800

Fax # —

E-Mail Address JGC88@aol.com

Company Town of Hempstead

Contact

Person Anthony Santino

Address 1 Washington Street

City/State Hempstead, NY

Telephone 516-812-3200

Fax # —

E-Mail Address ASantino@tohmail.org

CERTIFICATION

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

I, Betch Yamali, 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 21 day of November 2016

Brittany Musto
Notary Public

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

1) Name of submitting business: Dover Gourmet Corp

By: Betch Yamali
Print Name
[Signature]
Signature
President
Title

11/22/16
Date

Section 2.02

DOVER GOURMET CORPORATION

BUSINESS HISTORY FORM ADDENDUM

9. Dover Gourmet Corporation is affiliated with several other "Dover" entities including Dover Coral House, Inc., Dover Sands, Inc., Dover Peter's Clam Bar Inc., Dover SeaSide Clam Bar, Inc., Milleridge Ventures, Inc., Dream Event Planning Inc., Dover Malibu, Inc., Camp Malibu, Inc., Dover 340 LTD., and Maple Maintenance and Construction Inc.

Dover Gourmet Corporation is not a subsidiary of any other entity. Dover Gourmet Corporation is not controlled by any other entity.

Dover Gourmet Corporation and Dream Event Planning are the only entities which have contracts with or otherwise provide service to the County of Nassau.

Butch Yamali is the sole shareholder and sole officer of all of the above entities, except for Milleridge Ventures, Inc., in which he is a fifty (50%) shareholder along with Anthony Capetola, Esq.

13. Within the past five (5) years, Dover Gourmet Corporation, its now inactive affiliate entity Dover Hospitality Services Inc. and the sole shareholder Butch Yamali were once interviewed by the Office of the New York State Attorney General with regard to a complaint filed by the labor union which then represented four (4) Dover Hospitality employees at Suffolk Community College. The matter was subsequently resolved with the union.

We submit the above response despite our belief that the Office of the Attorney General is not a "government agency" and is not a "regulatory agency" but is rather an independent entity which is run by the State's elected Chief Legal Officer.

- 17.(A.) i. April, 1976
ii. Butch Yamali, 2153 Vine Drive Merrick NY 11566- sole shareholder having 100% of the financial interest in this company.
iii. Butch Yamali (above) is sole officer (President) and Director.
iv. New York State
v. 650
vi. approx. \$25 million
vii. see attached resume of Butch Yamali
viii. see attached

(B) Forty (40) years in business

ISAAC A. YAMALI

PROFESSIONAL QUALIFICATIONS:

- Thirty five years of premier catering and restaurant experience
- Highly motivated, hands-on manager & business owner
- Committed to providing quality food service to the community
- Licensed & Bonded to perform catered services for the federal, state, and county governments

EXPERIENCE CEO and sole shareholder of the following:

- Milleridge Inn, Jericho New York 2016-Present
Operates historic Milleridge Inn complex in Jericho New York including one thousand seat full-service restaurant, completely renovated banquet facility and renovated Village Shops.
- Peter's Clam Bar, Island Park, New York 2014-Present
Full service clam bar restaurant.
- Hudson's on the Mile, Freeport, New York 2013-Present
Full service restaurant on the Nautical Mile.
- Dream Events, Inc. Baldwin, New York 2012-Present
Party and event planners, provides all amenities, including DJ's, entertainment and specialty services
- Dover Coral House, Inc. Baldwin, New York 2011-Present
Operates one of Long Island's largest catering and banquet destinations, with the capability of conducting seven (7) events simultaneously.
- Dover Sands, Inc. Lido Beach, New York 2011-Present
Operates a 400 seat banquet facility located at Lido Beach, New York.
- Dover Seaside Clam Bar, Inc. Lido Beach, New York 2011-Present
Owns and operates Maliblu Oyster Bar, a full-service restaurant and catering establishment located at Malibu Shore Club.
- Camp Malibu Inc. Lido Beach, New York 2009-Present
Owns and operates a fully licensed children's day camp in Lido Beach, New York.
- Dover Malibu, Inc. Lido Beach, New York 2009-Present
Operates all aspects of Malibu Shore Club, including cabanas, lockers, recreational facilities and swimming pools under a long-term license agreement.
- Dover Hospitality Services, Inc. 2005-Present
Provides food, beverage, catering and special event services to Suffolk County Community College.
- DOVER Gourmet Corporation, Freeport, New York 2000-Present
Quick Snack Vending/ Carnival Ice Cream
President & Owner of a premier catering, vending machine service, ice cream fleet of trucks, and concessionaire establishment. Successfully parlayed all four areas of the food service industry into one business with the same company goals and mission.
- Dover Gourmet Caterers – Official caterers for NY State Parks - Long Island, New York. Catered events for Newsday, Estee Lauder, AT&T, Local Unions, Snapple, Frito Lay, Coca-Cola, Mattel Toys, and Perrier Water.
 - Quick Snack – Concessionaire and snack stand operators throughout Brooklyn, Queens, Nassau & Suffolk Counties, currently operating 80 snack stands.
 - Quick Snack Vending – Automatic vending located in various school districts, court houses, hospitals, nursing homes, public & private institutions, Federal Postal Authorities and more than 1200 vending machines on location
 - Carnival Ice Cream – Good Humor/Breyers wholesale distributor in Nassau County Long Island. Supplies ice cream products to institutions: Adventureland, Splash/ Splash, Long Beach Boardwalk, etc. Currently operating over 40 ice cream vehicles in the local area.
- Dover Caterers, New York City, New York 1977-1994
Originally employed while a full-time student, learned all aspects of the restaurant business. Promoted to Operations Manager, and later to General Manager of a family-owned & operated establishment. General Manager of a catering, vending machine service, and concessionaire operation. Generated and increased sales through successful marketing and contract negotiations. Oversaw the employment and training of staff, including: professional development, human resources, payroll, and A/R – A/P departments. During this time, successfully started-up the Carnival Ice Cream Company in 1994.

EDUCATION:

- Hofstra University, Business Management & Administration

References Available Upon Request

COUNTY OF NASSAU

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

1. Name of the Entry: Dover Gourmet Corp

Address: 27 St. Johns Place

City, State and Zip Code: Freeport, NY 11520

2. Entry'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

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.

Butch Yamali - 100%

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.

Dover Caterers And Dream Event Planning

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

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

None

(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.

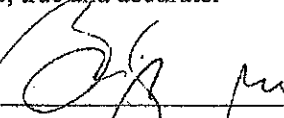
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 1/12/17

Signed:

Print Name:

Title:



Beth Namali

President

Page 4 of 4

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

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").

WITNESSETH:

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" of original contract).

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

1. **Term.** This Agreement shall commence on January 1, 2017 and shall terminate on December 31, 2018, 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 and rental equipment for those productions and/or events requiring such services at Lakeside Theatre, Empire Games and other special events at various Nassau County Parks. These services are performed pursuant to the terms and conditions of a License Agreement ("License") between County and Contractor executed by the County on January 5, 2010.

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 **One Hundred Ten Thousand Dollars (\$110,000)** in each calendar year [MDI]. 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").

In addition, all unit prices billed must be listed on Schedule "A" – Unit Prices. In the event items ordered are not in the initial Schedule "A", the unit price for any additional items must be submitted to the Parks Department prior to the event for written approval. All payments are to be made pursuant to the schedules of services and prices submitted by the Contractor to, and approved by, the County pursuant to Section 8.5 of the License. Unit Price Lists must be submitted in writing and approved in writing by the Parks Department prior to the start of each calendar year.

(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 Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor 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 Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least 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 Five Hundred and Thirty three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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:

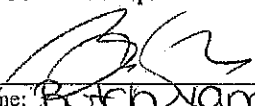
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement 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: Butch Yamai
Title: President
Date: 11/22/16

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 22 day of November in the year 16 before me personally came Buich Yamai 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 Diner 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, 2017

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:

Butch Yamali, President (Name)

27 St. Johns Pl, Freeport, NY 11520 (Address)

516-933-4444 (Telephone Number)

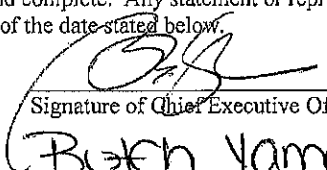
2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a 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.

11/22/16
Dated


Signature of Chief Executive Officer

Butch Yamai
Name of Chief Executive Officer

Sworn to before me this
21 day of November, 2016

Brittany Musto
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 COUNTY 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 Carlton 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 property, buildings and facilities known as Rev Mackey Park,
- The property, 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 Garyies 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).

Schedule A

Unit Price List

Schedule "A"

DOVER GOURMET 2017 CATERING PRICE LIST		
ITEM DESCRIPTION	UNIT PRICE	PRICING BASIS
PICNIC TRADITIONAL - HAMBURGERS, HOT DOGS FIXINGS SOFT DRINKS	\$13.00 pp (no salads) Special County Price for Lakeside Theatre	PER PERSON
PICNIC TRADITIONAL Plus Sausage, peppers & Onions, Antipasto salad, Italian Ices, Assorted Beverages	\$20.00 pp Special County Price for Lakeside Theatre	PER PERSON
GRILLED Marinated Chicken	\$4.00pp	PER PERSON
GRILLED Marinated Skirt Steak	\$8.00pp	PER PERSON
BBQ RIBS	\$8.00pp	PER PERSON
BBQ PULLED PORK	\$6.00pp	PER PERSON
TURKEY BURGERS	\$4.00pp	PER PERSON
VEGETARIAN BURGERS	\$5.00pp	PER PERSON
TOSSED SALAD	\$4.00pp	PER PERSON
POTATO SALAD	\$3.00pp	PER PERSON
COLE SLAW	\$3.00pp	PER PERSON
MACARONI SALAD	\$3.00pp	PER PERSON
SANDWICHES	\$8.00pp	PER PERSON
CHICKEN TENDERS	\$7.50pp	PER PERSON
FRENCH FRIES	\$3.50pp	PER PERSON
KETTLE CORN	\$3.75 per bag	PER PERSON
BOTTLED BEVERAGES	\$3.75 each	PER CAN/BOTTLE
BEER DOMESTIC	\$6.00pp	PER CAN/BOTTLE
BEER IMPORTED	\$7.00pp	PER CAN/BOTTLE
CANDY/CHIPS	\$1.75-3.00 each	
COFFEE SERVICE	\$4.50pp	
BREAKFAST Coffee, Tea Service, Necessary Condiments, plastic & paper goods	Continental Breakfast: bagels, danish, muffins, butter & cream cheese w/ coffee service is \$15.95pp +\$3.95 for fruit	PER PERSON
PREPAID VOUCHERS	your choice \$7./ \$10. each	PER PERSON
ICE CREAM	\$3.-\$3.50-\$4.00 each	PER PERSON
ICE (SLEEVE)	\$14.00 per sleeve	EACH
STAFFING	\$18.00	PER HOUR
***NOTE ALL CATERING INCLUDES DISHES, NAPKINS, CUTLERY, CONDIMENTS		
Cotton Candy Machine	\$325.00 for 75-100 servings as long as there is electric or generator	
Sno Cone Machine	\$325.00 for 75-100 servings as long as there is electric or generator	
Pop corn Machine	\$325.00 for 75-100 servings as long as there is electric or generator	
** Liquor License Fee Required at some events.		

NASSAU COUNTY 2017

Summer Camp	Sleeves of Ice Delivered	\$14.00 each			
Seniors Picnic	Boxed Lunches Consisting of: Tuna Wrap or Grilled Chicken Wrap Bottle of water/ apple	\$10.25 each			
Veterans BBQ	Hamburger or cheese burger, hot dog bag of chips	\$12.50 pp			
Lakeside Theatre	Assorted Wraps/Rolls, Salad, chips & pretzels, soft drinks	\$15.75 pp			
	Hamburger or cheese burger, hot dog, bag of chips, soft drinks	\$13.00 pp			
	Sausage w/ peppers & onions, hamburgers, hot dogs, antipasto salad, soft drinks, scooped italian ices	\$20.00 pp			
Cruise To The Show	Continental Breakfast	\$13.00 pp			
	BBQ Luncheon VIP Tent Chicken, Hot dog, Hamburgers, Veggie Burgers, (3) Side Salads, soft drinks and water	\$20.00 pp			
	Hamburger or cheese burger, hot dogs, bag of chips, and soft drinks	\$13.00 pp			

* These are the highest prices, we have the right to reduce the pricing at our discretion.

Scenes 1/2 A

DREAM EVENT 2017 EQUIPMENT RENTAL PRICE LIST				
ITEM DESCRIPTION	DAILY PRICE	WEEKLY PRICE	OVERTIME PRICE***	PRICING BASIS
10x10 Frame tent	\$425.00	add 60%	n/a	PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS
20X20 Frame Tent	\$625.00	add 60%	n/a	PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS
20x30 Frame Tent	\$795.00	add 60%	n/a	PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS
20x40 Tent	\$895.00	add 60%	n/a	PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS
30x45 Tent	\$1,125.00	add 60%	n/a	PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS
30x60 Tent	\$1,295.00	add 60%	n/a	PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS
40x60 Tent	\$2,295.00	add 60%	n/a	PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS
40x80 Tent	\$6,250.00	add 60%	n/a	PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS
50x80 Tent	\$5,995.00	add 60%	n/a	PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS
60x100 Tent	\$6,395.00	add 60%	n/a	PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS
60x120 Tent	Pole Tent \$8250.00	add 60%	n/a	PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS
60x160 Tent	\$9,200.00	add 60%	n/a	PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS
6 ft table	\$13.00		n/a	PER TABLE
8 ft table	\$13.00		n/a	PER TABLE
60" INCH ROUND	\$13.00		n/a	PER TABLE
72" INCH ROUND	\$15.00		n/a	PER TABLE
TABLE SKIRTING 13" LONG	\$27.00		n/a	PER SKIRT
White Plastic folding chair	\$3.95		n/a	PER CHAIR
White Plastic folding chair WITH CUSHION	\$5.95		n/a	PER CHAIR
			n/a	
SET UP OF CHAIRS	\$0.75		n/a	PER CHAIR
SET UP OF TABLES	\$1.25		n/a	PER TABLE
EXTRA SIDEWALLS	\$40.00		n/a	EACH
16x 16 x3" STAGE WITH STEPS & SQUIRTING	\$1,595.00		n/a	EACH
16X24 STAGE 4X4 STAGING RAMP PANELS, 4' HALF VERTICAL RAILINGS, 8' HALF VERTICAL RAILING	\$2,595.00		n/a	EACH
SAFETY KITS PER FIRE MARSHAL	\$225.00			PER TENT
TENT STAKES IRRIGATION DAMAGE INSURANCE	\$325.00			
GENERATORS LIST PRICES PER SIZES IE 30KW - 500KW	\$395.00			INCLUDES CABLES, ACCESSORIES & FUEL
DELIVERY				\$125-\$175 PER JOB

ENTERTAINMENT RENTALS				
ITEM DESCRIPTION	DAILY PRICE	WEEKLY PRICE	OVERTIME PRICE***	PRICING BASIS
Shark Attack Slide	\$1395.00 4 hours with generator and attendant	n/a	\$195.00	INCLUDES DELIVERY, SET UP AND BREAKDOWN
Polar Bear Plunge	\$1095.00 4 hours with generator and attendant	n/a	\$195.00	INCLUDES DELIVERY, SET UP AND BREAKDOWN
Tiki Adventure Obsatacle Course	\$895.00 4 hours with generator and attendant	n/a	\$195.00	INCLUDES DELIVERY, SET UP AND BREAKDOWN
Treasure island Obstacle course	\$995.00 4 hours with generator and attendant	n/a	\$195.00	INCLUDES DELIVERY, SET UP AND BREAKDOWN
Flying Dragon CARNIVAL STYLE	\$1750.00 4 hours with generator and attendant	n/a	\$350.00	INCLUDES DELIVERY, SET UP AND BREAKDOWN
Park DJ	\$995.00 4 hours with generator and attendant	n/a	\$195.00	INCLUDES DELIVERY, SET UP AND BREAKDOWN
Face Painter	\$275.00 per hour	n/a	n/a	INCLUDES DELIVERY, SET UP AND BREAKDOWN
Balloon Twisters	\$275.00 per hr	n/a	n/a	INCLUDES DELIVERY, SET UP AND BREAKDOWN
World of Disney Bounce	\$650.00 4 hours with generator and attendant	n/a	\$195.00	INCLUDES DELIVERY, SET UP AND BREAKDOWN
Combo Bounce	\$795.00	n/a	\$195.00	INCLUDES DELIVERY, SET UP AND BREAKDOWN

**ADDITIONAL TENT SIZES, ENTERTAINMENT EQUIPMENT CAN BE ADDED
PROVIDED UNIT PRICES ARE AGREED TO IN ADVANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2017

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 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 Walter P Geoghan Agency Inc 870 MONTAUK HIGHWAY POST OFFICE BOX 818 BAYPORT NY 11705-0818	CONTACT NAME: Linda Otero PHONE (A/C No. Ext): (631) 472-5000 FAX (A/C No): (631) 472-5611 E-MAIL ADDRESS: lotero@geoghanagency.com
INSURED Dover Gourmet Corp., DBA: Dover Group 27 St John's Place Freeport NY 11520	INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Co INSURER B: Travelers Insurance INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL163905089 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	ADOL SUBR INSR LVVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		WEP1140797-02	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
B	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP-91M52528-16-NF	02/19/2016	02/19/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

County of Nassau
1550 Franklin Avenue
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

Michael Geoghan/LMO

ACORD 25 (2010/05)

INS025 (201005) 01

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Additional Named Insureds

Other Named Insureds

Carnival Ice Cream Co. Inc	Additional Insured
Dover Group	Doing Business As
Dover Hospitality Services Inc.	Corporation, Additional Insured
Quick Snack Food	Doing Business As
Dover Freeport LLC	Additional Insured



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2016

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 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 LoVullo Associates, Inc. 6450 Transit Road Depew, NY 14043	CONTACT NAME: Walter P Geoghan Agency Inc		
	PHONE (A/C No, Ext): (631) 472-5000	FAX (A/C No): (631) 472-5611	
INSURED Dover Gourmet Corp, (See name Insured Endorsement) 27 St John's Place Freeport, NY 11520	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: TOKIO MARINE SPECIALTY INSURANCE C		23850
	INSURER B:		
	INSURER C:		
	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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PPK1535213	08/18/2016	08/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability Occurrence Aggregate			PPK1535213	08/18/2016	08/18/2017	\$1,000,000 \$1,000,000

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

Certificate holder is included as additional Insured as required by written contract. Waiver of subrogation applies as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Nassau County 1560 Franklin Avenue 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



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Walter P Geoghan Agency Inc		NAMED INSURED Dover Gourmet Corp, (See name Insured Endorsement) 27 St John's Place Freeport, NY 11520	
POLICY NUMBER (see below)		EFFECTIVE DATE: (see below)	
CARRIER (see below)	NAIC CODE (see below)		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25(01/14) FORM TITLE: Certificate of Liability Insurance

Carrier Name	NAIC #	Policy #	Policy Eff	Policy Exp
A: Tokio Marine Specialty Insurance Company	23850	PPK1535213	08/18/2016	08/18/2017
A: Tokio Marine Specialty Insurance Company	23850	PPK1535213	08/18/2016	08/18/2017

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Dover Gourmet Corp.

DBA Quick Snack Foods
& Carnival Ice Cream
27 St Johns Place
Freeport, NY 11520

CAPITAL ONE, NA
60-791/214

56545

1/20/2017

TO THE
FROM

Treasurer of Nassau County

\$ **533.00

Five Hundred Thirty-Three and 00/100*****DOLLARS

Treasurer of Nassau County
1194 Prospect Avenue
Westbury, New York 11590

VOID AFTER 120 DAYS

MEMO

Renewal for 2017 Contract

⑈056545⑈ ⑆021407912⑆752 83 27731⑈

Dover Gourmet Corp.

56545

Treasurer of Nassau County

1/20/2017

533.00

Dover Gourmet Corp. Renewal for 2017 Contract

533.00