

CODA13000002 05
CLDA17000004



Department: District Attorney

E-96-17

Contract Details

SERVICE Court Reporting Services

NIFS ID #: CLDA17000004

NIFS Entry Date: 03/10/17 Term: 01/01/17 - 12/31/17

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

Agency Information

Vendor	
Name Suzanne Hand & Associates, Inc.	Vendor ID# 11-3030135
Address One South Bay Avenue Islip, NY 11751	Contact Person Suzanne Hand President & C.E.O.
	Phone (631) 277-2700

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Rec'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered <input checked="" type="checkbox"/>	3/10/17 3/10/17	<i>Uchi A...</i> <i>Y...</i>	
	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	3/14/17	<i>William G...</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/20/17	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/20/17	<i>G. Gmats</i>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/20/17	<i>Valep...</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
4/6/17	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	4/6/17	<i>CU</i>	

Contract Summary

PR5254 (1/06)



Description: This is an amendment extending a previous agreement for one year for professional court reporting services for certain grand jury panels. This amendment covers the period from January 1, 2017 to December 31, 2017.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:

RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:

This is an extension of the original agreement for a period of one year from January 1, 2017, to December 31, 2017. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this amendment shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.

Impact on Funding / Price Analysis:

Funding for this agreement has been included in our approved 2017 budget.

Change in Contract from Prior Procurement:

No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

TUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN100/DE500	\$160,000.00
2		\$
3	<i>Q. J. J. 3/30/12</i>	\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 03/10/17

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>4/3/17</i>
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Suzanne Hand & Associates ^{DA} CQ13000002/CLDA17000004

2. Dollar amount requiring NIFA approval: \$ \$160,000.00

Amount to be encumbered: \$ \$160,000.00

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: 01/01/17 - 12/31/17

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

If yes, please explain: Extension of existing contract.

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT) Federal % ☐
☐ Capital Improvement Fund (CAP) State % ☐
☐ Other County % 100

Is the cash available for the full amount of the contract? ☒ Yes ☐ No
If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☒ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☒ N/A

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

This is a six month extension of an existing agreement with the Hispanic Counseling Center to conduct the "Batterer's Intervention Program" to address the problem of domestic violence. This amendment will extend the expiration date of the agreement to 06/30/16.

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

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

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

Original Agreement approved by Rules Committee 03/04/13
Clerk Item # E-44-13

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

CQDA13000002/CLDA16000006
Term: 01/01/16 - 12/31/16
Amount: \$160,000.00

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.

Rosemarie Della 3/16/17
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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 AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE, AND SUZANNE HAND & ASSOCIATES, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Suzanne Hand & Associates, Inc. to provide court reporting services for certain grand jury panels, 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 amendment to an agreement with Suzanne Hand & Associates, Inc.

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: Suzanne Hand & Associates, Inc.

CONTRACTOR ADDRESS: One South Bay Ave., Islip, NY 11751

FEDERAL TAX ID #: 11-3030135

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 _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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 02/06/13. 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 a request for proposals was issued on 07/16/12. Seven (7) proposals were evaluated and the highest ranking proposer was selected. A copy of the most recent evaluation of the contractor's performance is attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature

03/10/17
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.
Compt. form Pers./Prof. Services Contracts: Rev. 09/15

MADELINE SINGAS
DISTRICT ATTORNEY



**OFFICE OF THE DISTRICT ATTORNEY
NASSAU COUNTY**

INTER-OFFICE MEMORANDUM

To: To Whom It May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 03/10/17

Subject: Contractor Evaluation:
Suzanne Hand & Associates (CQDA13000002)/(CLDA17000004)

Please be advised that the services heretofore performed by this vendor under the above referenced contract have been very satisfactory.



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?

NO.

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: 11/1/2016

Vendor: Suzanne Hand + Assoc., Inc

Signed: Suzanne Hand

Print Name: Suzanne Hand

Title: President

Redacted Version

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Suzanne Hand
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address One South Bay Avenue
City/state/zip Islip, NY 11751
Telephone (631) 277-2700
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____
Have held all positions since incorporation in 1990
3. Do you have an equity interest in the business submitting the questionnaire?
YES ~~xxx~~ NO ____ If Yes, provide details. Sole owner/operator
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 ~~xx~~ 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 ~~xx~~ NO ____;
If Yes, provide details. (see attached)

SUZANNE HAND & ASSOCIATES, INC.

One South Bay Avenue

Islip, NY 11751

Grand Jury Reporting Services

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?

Answer: Yes.

Suzanne Hand was the President and sole owner of Hands On Bookkeeping, Inc. This corporation has been legally dissolved by my accountant.

From the Principal Questionnaire Form

4. There are no outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between myself, the bookkeeping company or the court reporting company.

6. No government entity has awarded any contracts to the bookkeeping company.

This company has made no political contributions to any candidate whatsoever.

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 xx
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 xx 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 xx 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 xx 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 xxx 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.) NO
- a) Is there any felony charge pending against you? YES ____ NO xx If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO xx If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO xx 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 xx 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 xx 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 xx 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 xx 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 xx 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 xx 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 xx 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, Suzanne Hand, 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 27 day of February 2017

Colleen M. Mahlan
Notary Public

COLLEEN M MAHLAN
Notary Public, State of New York
No. 01MA6343847
Qualified in Suffolk County
Commission Expires June 20, 2020

Suzanne Hand & Associates, Inc.
Name of submitting business

Suzanne Hand
Print name

President Suzanne Hand
Signature

President
Title

2 / 27 / 2016
Date

Redacted Version

Business History Form

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

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

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

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

Date: 2/27/17

1) Proposer's Legal Name: Suzanne Hand & Associates, Inc.

2) Address of Place of Business: One South Bay Avenue, Islip, NY 11751

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): NONE

Phone: 631-2772700

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 84-450-3607

5) Federal I.D. Number: 11-3030135

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

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

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

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____
- 10) Has the 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. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
N/A
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
N/A
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction _____

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No ☒ If Yes, provide details for each such 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? Yes ____ No ☒ 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? Yes ____ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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 of a conflict, we would contact
the County and follow whatever instructions are
received.

- 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; **d/b/a 1980; Incorporated 1990**
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. **37 years in business**

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

- 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 See attached

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

SUZANNE HAND & ASSOCIATES, INC.

One South Bay Avenue

Islip, NY 11751

Grand Jury Court Reporting Services

ATTACHMENTS TO BUSINESS HISTORY FORM

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

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any other similar experiences, and the results of these experiences, must be identified. *Refer to Attachment A*
- i) Date of formation; *d/b/a 1980; Incorporated in 1990*
 - ii) Name, addresses, and position of all persons having a financial interest in the company including shareholders, members, general or limited partner; *Suzanne Hand, [REDACTED]*
[REDACTED]
 - iii) Name, address and position of all officers and directors of company; *Same as above*
 - iv) State of incorporation (if applicable); *New York State – 1990*
 - v) The number of employees in the firm; *7*
 - vi) Annual revenue of firm; *[REDACTED]*+
 - vii) Summary of relevant accomplishments;
 - *Successfully completed more than eight (8) years of court reporting services to the Nassau County Grand Jury (2008-2016)*
 - *Invested in state-of-the-art technology to ensure formats are in compliance with contract requirements*
 - *Expanded archiving capability to store transcripts indefinitely in a secure environment with easy retrieval of transcripts using a number of different search criteria*
 - *Secure data backup systems both onsite and offsite*
 - *Network Administrator Available 24/7*
 - *Provide reporters and staff with continuing professional development and educational programs to reporters to ensure they have the latest information on industry trends as well as state-of-the-art equipment and software applications*
 - *Assign personal account representative to clients based on transcript volume*
 - *Experienced team of administrative support personnel with stable service history ensuring continuity and quality of service for clients*

ATTACHMENTS TO BUSINESS HISTORY FORM

(Continued)

- viii) Copies of all state and local license and permits. *Notary Public licenses will be provided upon request.*
- B. Indicate number of years in business. *36 Years*
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Suzanne Hand & Associates has been a trusted name in court reporting for 36 years. Our experienced reporters have transcribed over 100,000 depositions for the most successful Long Island and New York litigators specializing in complex legal matters including expert, medical and technical witnesses and matters involving shareholder meetings, municipalities and school districts, as well as many years of experience with the Nassau County Grand Jury and the Nassau County Attorney's Office. More detailed information can be found on our website: handreporting.com

Below is a sample of our client testimonials:

"The complexity of our cases makes it essential that we work with top notch court reporters specializing in medical testimony. We've been working with Suzanne Hand & Associates for years because we know we can count on superior service."

Pegalis & Erickson, LLC

Annamarie Bond-Stoddard,

Managing Partner

"We love working with Suzanne Hand and her staff. They've taken the time to introduce us to Realtime reporting and other technology that has increased our efficiency to better serve our clients. We've had great experiences with the reporters."

Farrell Fritz, P.C.

James M. Wicks, Esq.

ATTACHMENTS TO BUSINESS HISTORY FORM

(Continued)

- 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. *Refer below*

REFERENCES:

Town of Islip – Islip Town Clerk's Office
655 Main Street, Islip, NY 11751

Contact: Olga Murray, Islip Town Clerk
Phone: (631) 224-5490 ***Fax:*** (631) 224-5574
omurray@townofislip-ny.gov

Ruskin, Moscou & Faltischek, P.C.
1425 RXR Plaza, East Tower, 15th Floor, Uniondale, NY 11556
Phone: (516) 663-6600 ***Fax:*** (516) 663-6769

Contact: Mark Mulholland, Esq.
mmulholland@rmfpc.com

Farrell Fritz, P.C.
1320 RXR Plaza, 14th Floor, Uniondale, NY 11556
Phone: (516) 227-0700 ***Fax:*** (516) 227-0777

Contact: James Wicks, Esq., Partner
jwicks@farrellfritz.com

Pegalis & Erickson, LLC
One Hollow Lane, Suite 107, Lake Success, NY 11042
Phone: (516) 684-2900 ***Fax:*** (516) 684-2939

Contact: Annamarie Bondi-Stoddard, Esq., Partner
absandpe@aol.com

ATTACHMENTS TO BUSINESS HISTORY FORM

(Continued)

Village of Sag Harbor

55 Main Street, Sag Harbor, NY 11963

Phone: (631) 725-0222 **Fax:** (631) 725-0316

Contact: Doris Alvarez, Meetings
secretary@sagharborny.gov

Lisa Koehne, Planning Department
secretary@sagharborny.gov

Shlimbaum & Shlimbaum, Esqs.

265 Main Street, Islip, NY 11751

Phone: (631) 277-4300 **Fax:** (631) 277-4350

Contact: Donald C. Shlimbaum, Esq., Partner
cds@shlimbaumlaw.com

ATTACHMENT A

**MANAGEMENT STAFF OF
SUZANNE HAND & ASSOCIATES, INC.
One South Bay Avenue
Islip, NY 11751**

Grand Jury Court Reporting Services

Name: Suzanne Hand

Position: President

Length of Service: Founder - Business Started 1980

Employment History:

1980 - Present

Suzanne Hand & Associates, Inc.

President

Founder and Sole Owner / Manager of freelance Court Reporting & Transcription Services Corporation. The company is hired on a job-by-job or contract basis to perform court reporting and transcription services for attorneys, insurance carriers, municipalities, school districts and others. Duties include CEO overseeing general management of 7 office staff members, 30+ independent contractor court reporters and 10+ typists; client services; quality control; technology development; sales and promotions and other duties.

1984 -1985 Official Court Reporter of New York State

District Court of Suffolk County, Hauppauge, NY

While continuing to run a court reporting business, was employed as a full-time civil service employee in the Suffolk County District Court, working in the court room covering criminal misdemeanor and violation calendars and trials.

1980 -1982 Grand Jury Court Reporter – Suffolk County

District Attorney's Office of Suffolk County, NY

While building a court reporting business, performed court reporting services for the Grand Jury Bureau, approximately ten days per month.

1973 -1980 Legal Secretary

Suffolk County Legal Aid Society, Family Court, Law Guardian Bureau and several small law firms in Suffolk County.

Education:

1980 *Long Island Business Institute, Commack, NY*
Graduated with a Certificate in Court Reporting.

Completed three years of college prior to attending Court Reporting School.

1990 - Present

Attended many professional seminars and conventions throughout the country specific to the court reporting industry and to business in general.

Professional Organizations:

NCRA - National Court Reporters Association
NYSCRA - New York State Court Reporters Association
STAR - Society for the Technological Advancement of Reporting
NALS - National Association of Legal Professionals, Former Officer
LIWA – Long Island Women’s Agenda, Former President
AAERT - American Association of Electronic Reporters & Transcribers

COUNTY OF NASSAU

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

1. Name of the Entity: Suzanne Hand & Associates, Inc.
Address: One South Bay Avenue
City, State and Zip Code: Islip, NY 11751
2. Entity's Vendor Identification Number: _____
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):
Suzanne Hand

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.
Suzanne Hand

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

NONE

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

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

~~XX~~ NONE

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

N/A

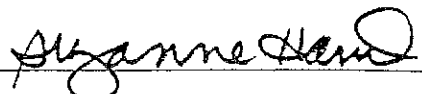
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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

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

Dated: 2/27/2017

Signed: 

Print Name: Suzanne Hand

Title: President

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

AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, ~~between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County")~~, acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Suzanne Hand & Associates, Inc., having its principal office at One South Bay Avenue, Islip, New York 11751 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQDA13000002 between the County and the Contractor, executed on behalf of the County on April 2, 2013, as amended by amendment one (1) County contract number CLDA14000003, executed on behalf of the County on April 4, 2014, as further amended by amendment two (2) County contract number CLDA15000002, executed on behalf of the County on June 4, 2015, as further amended by amendment three (3) County contract number CLDA16000006, executed on behalf of the County on June 8, 2016, (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2013 until December 31, 2016 with one (1) remaining one (1) year option to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Forty Thousand Dollars (\$640,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the one (1) remaining renewal option by both extending the Original Term and increasing the Maximum Amount.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2017, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2018, if needed, for the sole purpose of transcribing minutes taken in December, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Eight Hundred Thousand Dollars (\$800,000.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SUZANNE HAND & ASSOCIATES, INC.

By: *Suzanne Hand*
Name: Suzanne Hand
Title: President
Date: 11-1-2016

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

SS.:

COUNTY OF SUFFOLK)

On the 1st day of November in the year 2016 before me personally came

Suzanne Hand to me personally known, who, being by me duly sworn, did depose and say

that he or she resides in the County of Suffolk; that he or she is the President of

Suzanne Hand + Assoc., Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

COLLEEN M MAHLAN

Notary Public, State of New York

No. 01MA6343847

Qualified in Suffolk County

Commission Expires June 20, 2020

STATE OF NEW YORK)

ISS.:

COUNTY OF NASSAU)

On the day of _____ in the year 2016 before me personally came

to me personally known, who, being by me duly sworn, did depose and say

that he or she resides in the County of _____; that he or she is a Deputy County Executive of _____

the County of Nassau, the municipal corporation described herein and which executed the above

instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County

Government Law of Nassau County.

NOTARY PUBLIC

Contract Details

SERVICE

NIFS ID #: CQDA13000002

NIFS Entry Date: 12/18/12

Term: from 01/01/13 to 12/31/11

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

Agency Information

Vendor	
Name Suzanne Hand & Associates, Inc.	Vendor ID# 11-3030135
Address One South Bay Ave. Islip, NY 11751	Contact Person Suzanne Hand President & C.E.O.
	Phone (631) 277-2700

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered &	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	12/18/12 Vicki Cole 12/24/12 Mr. N. etc	
12/27	OMB	NIFS Approval (Contractor Registered)	<input type="checkbox"/>	12/27	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/28/12	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	12/28/12 J. Smith	
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	1/3/13 J. N.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	2/7/13 Gregory A. May	
	County Attorney	NIFS Approval	<input type="checkbox"/>	2/14/13 J. Smith	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	3/22/13 J. Smith	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>	2/15/13 J. Smith	



Contract Summary

Description: This is a one year agreement for professional court reporting services for certain grand jury panels. This agreement covers the period from January 1, 2013 to December 31, 2013.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:

RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:

This agreement is for a period of one year from January 1, 2013, to December 31, 2013. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms subject to Nassau County Rules Committee approval. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this agreement shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00).

Impact on Funding / Price Analysis:

Funding for this agreement has been included in our 2013 budget submission.

Change in Contract from Prior Procurement:

This agreement is for \$10,000 less than the 2012 amount.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

Document Prepared By: R. McManus

Date: 12/18/12

NYS Certification I certify that this document was accepted into NYS		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval Name: <u>2/5/13</u> Date: <u>3/22/13</u> (For Office Use Only)	
Name: <u>[Signature]</u> Date: <u>3/22/13</u>		Name: <u>[Signature]</u> Date: <u>3/22/13</u>		E #:	

E-44-13

RULES RESOLUTION NO. 72- 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DISTRICT ATTORNEY'S OFFICE, AND SUZANNE HAND
& ASSOCIATES, INC.

Passed by the Rules Committee
Nassau County Legislature
Date of vote: 3-4-13
Ayes 7 opposes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Suzanne Hand & Associates, Inc. to provide professional court
reporting services for certain grand jury panels, 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 authorizes the County Executive to execute the said agreement
with Suzanne Hand & Associates, Inc.

RULES RESOLUTION NO. – 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DISTRICT ATTORNEY'S OFFICE, AND SUZANNE HAND
& ASSOCIATES, INC.

WHEREAS, the County has negotiated a personal services agreement
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reporting services for certain grand jury panels, 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 authorizes the County Executive to execute the said agreement
with Suzanne Hand & Associates, Inc.

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: Suzanne Hand & Associates, Inc.

CONTRACTOR ADDRESS: One South Bay Avenue, Islip, NY 11751

FEDERAL TAX ID #: 11-3030135

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 07/16/12. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the Nassau County Purchasing website. Seven (7) potential proposers requested copies of the RFP. Proposals were due on 08/08/12. Seven (7) proposals were received and evaluated. The evaluation committee consisted of Jeffrey M. Stein, Tracy Niedfeld and Elise McCarthy. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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 November 14, 2007. 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 the ACISS Sytems, Inc., software was purchased under the Operation Impact III grant awarded to the Nassau County District Attorney's Office from the New York State Division of Criminal Justice Services. A copy of the most recent satisfactory evaluation of the contractor's performance is attached.

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

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

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

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

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

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

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

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

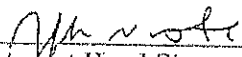
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

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

☐ 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

12/24/12
Date

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

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

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 20__ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the District Attorney's Office, having its principal office at 262 Old Country Rd., Mineola, New York 11501 (the "Department"), and (ii) Suzanne Hand & Associates, having its principal office at One South Bay Avenue, Islip, New York 1175 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

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, 2013 and terminate on December 31, 2013, unless sooner terminated in accordance with the provisions of this Agreement, except that the termination date is extended to January 31, 2014, if needed, for the sole purpose of transcribing minutes taken in December, 2013. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms (each one-year term a "Renewal Period"), each Renewal Period subject to Nassau County Rules Committee approval. In the event this Agreement is renewed, the termination date will be extended, if needed, to January 31st of the year following each Renewal Period, for the sole purpose of transcribing minutes taken in December of such Renewal Period.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing court reporting services for certain Grand Jury panels held from January 1, 2013 through December 31, 2013 on an "as needed" basis pursuant to a schedule provided by the Department. Contractor will produce transcript pages in accordance with the standard set forth by the United Court System.

(a) A page is defined as follows:

- 25 numbered lines, not including title, date or page numbers
- 8 1/4" by 11" paper
- Left hand margin 1 3/4"
- Right hand margin 3/8"
- Writing block – horizontal 6 5/6"
- Writing block – vertical 9"
- Q & A = 5 then to margin
- Colloquy – 15 then 5

- Space stops 5-5-5
- 10 characters per inch
- 13 lines minimum for billable page

(b) Additional transcript format requirements and limitations:

- Burden of proof should not be transcribed unless specifically part of the record of a particular case.
- An index is not required, and such pages cannot be billed.
- The Certification does not need to start on a new page and must follow the last line of transcription as closely as space permits.
- New witnesses do not need to be started on a new page.

(c) No minutes shall be transcribed unless an indictment is returned, unless specifically requested by an Assistant District Attorney (ADA) from the Department. A "Prosecutor's Information" is not an indictment.

(d) In the event an indictment is returned, Contractor should transcribe such minutes, unless an ADA from Department specifies that no minutes should be transcribed.

(e) Unless otherwise requested, transcripts shall be delivered in final form to Department within ten (10) working days of the date the indictment is returned, or within ten (10) working days after requested by an ADA from Department where initially a request not to transcribe has been made.

(f) In the event an ADA from Department requests expedited minutes, transcripts shall be delivered in final form to Department within five (5) working days from date request was made.

(g) In the event an ADA from Department requests daily minutes, transcripts shall be delivered in final form to Department on the working day following the date the request was made.

(h) Transcript Delivery. All transcripts must be hand delivered to the Department by an employee of the Contractor who has undergone the required Background Investigation (as such term is later defined in this Agreement).

(i) Background checks. (i) The Contractor agrees to secure the services of a reputable company to conduct a thorough background investigation (a "Background Investigation") for each of its employees (including but not limited to, Court Reporters, Typists, Messengers, etc.) who will be providing services under this Agreement. The nature and scope of a Background Investigation shall include without limitation, Social Security Verification, County/New York State Criminal Conviction Search Report, Consumer Credit Report, Employment Verification and Sex Offender Search Report. (ii) The expense of each Background Investigation is to be incurred solely by the Contractor and each Background

Investigation must be updated annually. (iii) Proper documentation of findings and determinations of such Background Investigations, including a comprehensive listing of all of the Contractor's Agents and their function, must be supplied to the Department prior to the commencement of Services by the Contractor's Agents.

3. Payment. (a) Amount of Consideration. The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00). Payment for each possible Renewal Period is contingent on all necessary County and other governmental approvals, including Nassau County Rules Committee approval. The Maximum Amount shall be payable in accordance with the following rate schedule:

Minimum Fee for Contractor Appearance Only where no minutes were taken. (For these Minimum Fees to apply the Contractor must have appeared but not taken any minutes of any proceedings.)

\$305.00	per whole day	Minimum Fee for Whole Day Appearance where no minutes were taken.
\$160.00	per half day	Minimum Fee for Half Day Appearance where no minutes were taken.

Transcription Rates/Appearance Fees/Minimum Fees where minutes were taken.

\$4.65	per page	For minutes transcribed – Regular (10 Day Delivery)
\$5.60	per page	For minutes transcribed – Expedited (5 Day Delivery)
\$6.40	per page	For minutes transcribed – Daily (Overnight Delivery)
\$1.00	per page	For replacement of minutes previously transcribed.
\$90.00	per whole day	Appearance Fee where minutes are taken.
\$45.00	per half day	Appearance Fee where minutes are taken.
\$45.00	per evening (after 6:00 PM)	Appearance Fee where minutes are taken.
\$375.00	per whole day	Minimum Fee for Whole Day Appearance where minutes are taken.
\$215.00	per half day	Minimum Fee for Half Day Appearance where minutes are taken.

- (For the Minimum Fees to apply the Contractor must have appeared and taken minutes; and the total pages transcribed plus the appropriate appearance fee(s) must be less than the applicable minimum fee).

Please note: Transcript pages submitted after a minimum fee has been charged, cannot be billed until the total amount of pages transcribed for that Grand Jury date plus the applicable appearance fee(s) has exceeded the minimum fee previously billed. In other words, the total of all pages submitted for that Grand Jury date plus the applicable appearance fee(s) must be calculated, then the minimum fee previously billed must be subtracted and any balance due may be billed.

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

(c) Timing of Payment Claims. The Contractor shall submit claim vouchers at time transcripts are delivered to Department, or in the case where claim voucher is for a minimum fee where no minutes were transcribed, no later than one month following the Grand Jury date. For end of year processing, claim vouchers and transcripts for minutes taken or requested during the last month of the Agreement must be delivered to Department no later than close of business on the last day of the month following the last day of the contract term.

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

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

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 Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

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.

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

(d) Protection of Client Information. The Contractor acknowledges that names of witnesses are confidential and may not appear on any documentation other than the submitted transcript and claim vouchers sent by the Contractor to the County for payment. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) in accordance with Law, or (iii) upon legal compulsion. The provisions of this Section shall survive the termination of this Agreement and breach of these provisions shall be cause for immediate termination of this Agreement.

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

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

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

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

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

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

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" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and 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 coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of the Contractor to maintain required coverages 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 thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

12. Rights to Work. Upon execution of this Agreement, any reports, documents, data and/or any other material compiled or produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County. Notwithstanding the foregoing, the County consents to the Contractor providing copies of transcripts to third parties as is customary in the ordinary course of business.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management &

Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if

to the Department, to the attention of the District Attorney at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

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

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

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


(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County 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.


(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.

SUZANNE HAND & ASSOCIATES


By: Suzanne Hand
Name: _____
Title: President
Date: September 26, 2012

NASSAU COUNTY


By: _____
Name: Richard R. Walker
Title: ☐ County Executive
☒ Deputy County Executive
Date: 4/2/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

Suffolk

On the 26 day of September in the year 2012 before me personally came Suzanne Hand to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of Suzanne Hand & Assoc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Janet M Coen
NOTARY PUBLIC

JANET M COEN
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC. #01006074687
COMM. EXP. MAY 20, 2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 2 day of April in the year 20__ before me personally came Richard R Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Doreen R. Pennica

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION # 01072170332
EXP. FEB 13 2015

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

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

necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Suzanne Hand (Name)
One South Bay Avenue, Islip, NY 11751 (Address)
(631) 277-2700 (Telephone Number)

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

3. In the past five years, Contractor N&X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

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

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

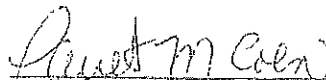
September 26, 2012
Dated

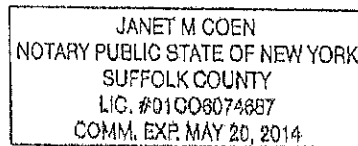

Signature of Chief Executive Officer

Suzanne Hand
Name of Chief Executive Officer

Sworn to before me this

26 day of September, 2012


Notary Public



OWNERSHIP DISCLOSURE DOCUMENT

Suzanne Hand & Associates, Inc.
One South Bay Avenue
Islip, NY 11751

SOLE OWNER AND PRINCIPAL:

Suzanne Hand
226 Candee Ave.
Sayville, NY 11782

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

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

necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Suzanne Hand (Name)
One South Bay Avenue, Islip, NY 11733 (Address)
(631) 277-2700 (Telephone Number)

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

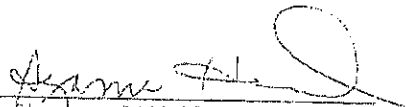
3. In the past five years, Contractor K&X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

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

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

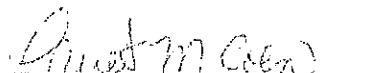
September 26, 2012
Dated

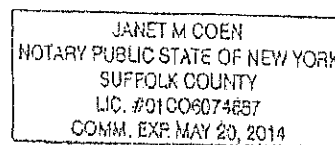

Signature of Chief Executive Officer

Suzanne Hand
Name of Chief Executive Officer

Sworn to before me this

26 day of September, 2012


Notary Public



OWNERSHIP DISCLOSURE DOCUMENT

Suzanne Hand & Associates, Inc.
One South Bay Avenue
Islip, NY 11751

SOLE OWNER AND PRINCIPAL:

Suzanne Hand
226 Candee Ave.
Sayville, NY 11782

Contract ID#: CODA13000002 02
CLDA14000003



Department: District Attorney

Contract Details

SERVICE Court Reporting Services

NIFS ID #: CLDA14000003

NIFS Entry Date: 03/03/14

Term: from 01/01/14 to 12/31/14

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension X
Addl. Funds X
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Suzanne Hand & Associates, Inc.	Vendor ID# 11-3030135
Address One South Bay Avenue Islip, NY 11751	Contact Person Suzanne Hand President & C.E.O. Phone (631) 277-2700

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered <input checked="" type="checkbox"/>	3/03/14 3/03/14	<i>[Signature]</i> <i>[Signature]</i>	
3/4	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	3/4	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/4	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/4	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/4/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	3/4/14	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	3/20/14	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	3/18/14	<i>[Signature]</i>	



Contract Summary

<p>Description: This is an extension of a previous agreement for one year for professional court reporting services for certain grand jury panels in accordance with the terms of the original agreement. This extension covers the period from January 1, 2014 to December 31, 2014.</p> <p>Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.</p>
<p>Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.</p>
<p>Procurement History: RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.</p>
<p>Description of General Provisions: This extends the original agreement to extend the services for a period of one year from January 1, 2014, to December 31, 2014. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this extension shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.</p>
<p>Impact on Funding / Price Analysis: Funding for this agreement has been included in our approved 2014 budget.</p>
<p>Change In Contract from Prior Procurement: No change.</p>
<p>Recommendation: Approve as submitted.</p>

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 03/03/14

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>[Signature]</i>	Name: <i>[Signature]</i>	Date: <i>4/8/14</i>

Contract ID#: CODA13000002 02
CLDA14000003



Department: District Attorney

Date	Date	E #:
	3/20/14	

(For Office Use Only)

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Suzanne Hand & Associates, Inc., having its principal office at One South Bay Avenue, Islip, New York, 11751 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000002 between the County and the Contractor, executed on behalf of the County on April 2, 2013 (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2013 until December 31, 2013 with four (4), one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred and Sixty Thousand Dollars (\$160,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) renewal options by both extending the Original Term and increasing the Maximum Amount.

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

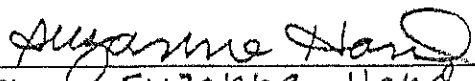
1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2015, if needed, for the sole purpose of transcribing minutes taken in December, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Three Hundred and Twenty Thousand Dollars (\$320,000.00) (the "Amended Maximum Amount").

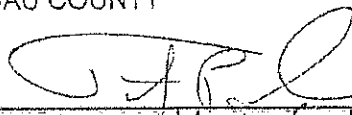
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SUZANNE HAND & ASSOCIATES, INC.

By: 
Name: Suzanne Hand
Title: President
Date: 2-26-2014

NASSAU COUNTY

By: 
Name: Timothy Sullivan
Title: County Executive
☒ Deputy County Executive of Finance
Date: 4/8/14

PLEASE EXECUTE IN BLUE INK

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

On the 26th day of February in the year 2014 before me personally came Suzanne Hand to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of Suzanne Hand & Assoc, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Janet M Coen
NOTARY PUBLIC
2/26/14

JANET M COEN
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC. #01CO6074667
COMM. EXP. MAY 20, 2014

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

On the 8 day of APRIL in the year 2014 before me personally came Timothy Sutina to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01FE8258026
Qualified in Nassau County
Commission Expires April 02, 2016

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: Suzanne Hand & Associates, Inc.

CONTRACTOR ADDRESS: One South Bay Avenue, Islip, NY 11751

FEDERAL TAX ID #: 11-3030135

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 _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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 02/06/13. 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 a written request for proposals was issued on 07/16/12. Seven (7) proposals were received and evaluated. The two (2) highest-ranking proposals were accepted based on pre-established criteria. A copy of the most recent evaluation of the contractor's performance is attached. The contractor has received a satisfactory evaluation.

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

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

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

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

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

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

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

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

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

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

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

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

☐ 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

03/03/14
Date

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

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

OWNERSHIP DISCLOSURE DOCUMENT

SUZANNE HAND & ASSOCIATES
ONE SOUTH BAY AVENUE
ISLIP, NY 11751

SOLE OWNER:
SUZANNE HAND
OWNER AND PRESIDENT



KATHLEEN M. RICE
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: To Whom It May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 03/03/14

Subject: Contractor Evaluation:
Suzanne Hand & Associates, Inc. (CQDA13000002)

Please be advised that the services heretofore performed by this vendor under the above referenced contract have been very satisfactory.

Contract ID#: CODA13000002 03
CLDA15000002



Department: District Attorney
E-31-15
SERVICE Court Reporting Services

Contract Details

NIFS ID #: CLDA15000002

NIFS Entry Date: 02/05/15

Term: from 01/01/15 to 12/31/15

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

Agency Information

Vendor	
Name Suzanne Hand & Associates, Inc.	Vendor ID# 11-3030135
Address One South Bay Avenue Islip, NY 11751	Contact Person Suzanne Hand President & C.E.O. Phone (631) 277-2700

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501 Phone (516) 571-3354

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	2/05/15 2/05/15	<i>Uck, Cord</i> <i>the note</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	2/6/15	<i>ok 1</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/19/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	2/19/15	<i>Almator</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	02/19/15	<i>J. S. de</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	2/23/15	<i>Concetta A. Petrucci</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	02/19/15	<i>J. S. de</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	2/23/15	<i>Spaw</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	2/23/15	<i>Spaw</i>	

Contract Summary

PR5254 (1/06)

Contract ID#: CODA13000002 03
CLDA15000002



Department: District Attorney

Description: This is an extension of a previous agreement for one year for professional court reporting services for certain grand jury panels in accordance with the terms of the original agreement. This extension covers the period from January 1, 2015 to December 31, 2015.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:

RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:

This extends the original agreement to extend the services for a period of one year from January 1, 2015, to December 31, 2015. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this extension shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.

Impact on Funding / Price Analysis:

Funding for this agreement has been included in our approved 2015 budget.

Change in Contract from Prior Procurement:
No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

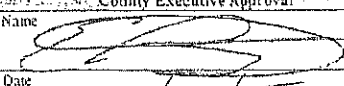
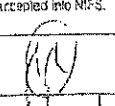
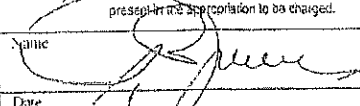
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 02/05/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 2/23/15
Date: 2/3/15	Date: 2/20/15	(for Officer Use Only)
		E #:

E. 31-15

RULES RESOLUTION NO. 45-2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S
OFFICE, AND SUZANNE HAND & ASSOCIATES, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-30-15
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Suzanne Hand & Associates, Inc. in connection with providing professional court reporting services for certain grand jury panels, 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 authorizes the County Executive to execute the said amendment to an agreement with Suzanne Hand & Associates, Inc.

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S
OFFICE, AND SUZANNE HAND & ASSOCIATES, INC.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Suzanne Hand & Associates, Inc. in connection
with providing professional court reporting services for certain grand jury
panels, 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 authorizes the County Executive to execute the said amendment
to an agreement with Suzanne Hand & Associates, Inc.

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: Suzanne Hand & Associates, Inc.

CONTRACTOR ADDRESS: One South Bay Avenue, Islip, NY 11751

FEDERAL TAX ID #: 11-3030135

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 _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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 02/06/13. 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 a written request for proposals was issued on 07/16/12. Seven (7) proposals were received and evaluated. The two (2) highest-ranking proposals were accepted based on pre-established criteria. A copy of the most recent evaluation of the contractor's performance is attached. The contractor has received a satisfactory evaluation.

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

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

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

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

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

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

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

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

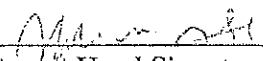
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

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

☐ 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

02/05/15
Date

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

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



KATHLEEN M. RICE
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: To Whom It May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 02/05/15

Subject: Contractor Evaluation:
Suzanne Hand & Associates, Inc. (CQDA13000002)

Please be advised that the services heretofore performed by this vendor under the above referenced contract have been very satisfactory.

OWNERSHIP DISCLOSURE DOCUMENT

SUZANNE HAND & ASSOCIATES
ONE SOUTH BAY AVENUE
ISLIP, NY 11751

SOLE OWNER:
SUZANNE HAND
OWNER AND PRESIDENT

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Suzanne Hand & Associates, Inc., having its principal office at One South Bay Avenue, Islip, New York, 11751 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CODA13000002 between the County and the Contractor, executed on behalf of the County on April 2, 2013, as amended by amendment one (1) County contract number CLDA 14000003, executed on behalf of the County on April 4, 2014 (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2013 until December 31, 2014 with three (3) remaining one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Three Hundred and Twenty Thousand Dollars (\$320,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the three (3) renewal options by both extending the Original Term and increasing the Maximum Amount,

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

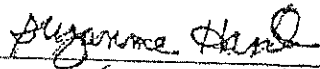
1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2016, if needed, for the sole purpose of transcribing minutes taken in December, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Four Hundred and Eighty Thousand Dollars (\$480,000.00) (the "Amended Maximum Amount").

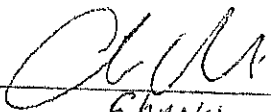
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SUZANNE HAND & ASSOCIATES, INC.

By: 
Name: Suzanne Hand
Title: President
Date: 12/22/2014

NASSAU COUNTY

By: 
Name: Charles R. Hand
Title: County Executive
☒ Deputy County Executive
Date: 6/4/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

Suffolk

On the 22nd day of December in the year 2014 before me personally came Suzanne Hand to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of Suzanne Hand & Assoc, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Janet M Coen

JANET M COEN
Notary Public, State of New York
No. 01CO6074687
Qualified in Suffolk County
Commission Expires May 20, 2016

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 4 day of June in the year 2015 before me personally came Charles Braham to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE2259028
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: CQDA13000002 04
CLDA16000006



Department: District Attorney

E-114-16

Contract Details

SERVICE Court Reporting Services

R122

NIFS ID #: CLDA16000006

NIFS Entry Date: 04/18/16

Term: from 01/01/16 to 12/31/16

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

Agency Information

Vendor	
Name Suzanne Hand & Associates, Inc.	Vendor ID# 11-3030135
Address One South Bay Avenue Islip, NY 11751	Contact Person Suzanne Hand President & C.E.O. Phone (631) 277-2700

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	4/18/16 4/18/16	Vicki Cud M. M. 24	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	4/18/16	J. L. Cud	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/20/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	4/20/16	G. Amato	
4/20/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	4/20/16	D.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
5/10/16	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	5/10/16	Vicki Cud	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	5/20/16	B. J.	5/20/16
5/2/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	5/2/16	C. J.	5/2/16

Contract Summary

PR5254 (1/06)

RECEIVED
NASSAU COUNTY DISTRICT ATTORNEY
MAY 10 2016

Contract ID#: CODA13000002 04
CLDA16000006



Department: District Attorney

Description: This is an extension of a previous agreement for one year for professional court reporting services for certain grand jury panels in accordance with the terms of the original agreement. This extension covers the period from January 1, 2016 to December 31, 2016.
Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:
 RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:
 This extends the original agreement to extend the services for a period of one year from January 1, 2016, to December 31, 2016. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this extension shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.

Impact on Funding / Price Analysis:
 Funding for this agreement has been included in our approved 2016 budget.

Change in Contract from Prior Procurement:
 No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 04/15/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>[Signature]</u>	Name: <u>[Signature]</u>	Date: <u>5/26/16</u>
Date: <u>5/26/16</u>	Date: <u>5/26/16</u>	(For Office Use Only)
		E #:

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Suzanne Hand & Associates, Inc., having its principal office at One South Bay Avenue, Islip, New York, 11751 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000002 between the County and the Contractor, executed on behalf of the County on April 2, 2013, as amended by amendment one (1) County contract number CLDA 14000003, executed on behalf of the County on April 4, 2014, as further amended by amendment two (2) County contract number CLDA 15000002, executed on behalf of the County on June 4, 2015 (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2013 until December 31, 2014 with three (3) remaining one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Four Hundred and Eighty Thousand Dollars (\$480,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the two (2) renewal options by both extending the Original Term and increasing the Maximum Amount.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2017, if needed, for the sole purpose of transcribing minutes taken in December, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Six Hundred and Forty Thousand Dollars (\$640,000.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SUZANNE HAND & ASSOCIATES, INC.

By: Suzanne Hand, Pres.
Name: Suzanne Hand
Title: President
Date: January 27, 2016

NASSAU COUNTY

By: [Signature]
Name: Charles Ribando
Title: County Executive
☒ Deputy County Executive
Date: 6/8/16

PLEASE EXECUTE IN BLUE INK

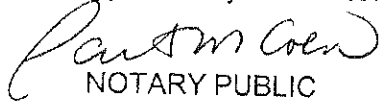
STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~)
~~XXXXXX~~

SUFFOLK:

On the 27th day of January in the year 2016 before me personally came
Suzanne Hand to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of Suffolk; that he or she is the
President of Suzanne Hand & Assoc Inc the corporation described
herein and which executed the above instrument; and that he or she signed his or her name
thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

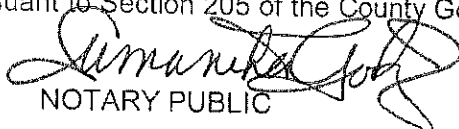
JANET M COEN
Notary Public, State of New York
No. 01CO6074887
Qualified in Suffolk County
Commission Expires May 20, 2018

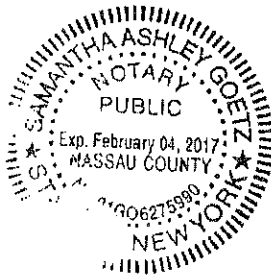
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 8th day of June in the year 2016 before me personally came
Charles Burdado to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of Nassau; that he or she is a Deputy
County Executive of the County of Nassau, the municipal corporation described herein and
which executed the above instrument; and that he or she signed his or her name thereto
pursuant to Section 205 of the County Government Law of Nassau County.


NOTARY PUBLIC



RULES RESOLUTION NO. (22) 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S
OFFICE AND SUZANNE HAND & ASSOCIATES, INC.

Passed by the Rules Committee
-Nassau County Legislature
By Vote of the Legislature 5-9-16
On this day, 7 ayes, 0 abstained, 0 refused, 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Suzanne Hand & Associates, Inc. to provide court reporting services for certain Grand Jury panels, 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 amended agreement with Suzanne Hand & Associates, Inc.

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: Suzanne Hand & Associates, Inc.

CONTRACTOR ADDRESS: One South Bay Ave., Islip, NY 11751

FEDERAL TAX ID #: 11-3030135

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 _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____. [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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 02/06/13. 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 a request for proposals was issued on 07/16/12. Seven (7) proposals were evaluated and the highest ranking proposer was selected. A copy of the most recent evaluation of the contractor's performance is attached.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

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

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

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

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



Department Head Signature

04/18/16
Date

*NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 09/15*