

Contract ID#: CQTS1600000Department: Traffic Safety Board

U-36-17

**Contract Details**SERVICE Traffic Safety/STOP DWI  
Education Administration

Program

NIFS ID #CQTS1700000 / NIFS Entry Date: \_\_\_\_\_ Term: from 01/01/17 to 12/31/17

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 Agmt. § 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 type="checkbox"/> No <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (To Follow)
RES#		

**Agency Information**

Vendor		County Department
Name NY Coalition for Transportation Safety	Vendor ID# <b>112926953</b>	Department Contact Christopher Mistrion, STOP-DWI Coordinator
Address 213-37 39 <sup>th</sup> Avenue, #204 Bayside, NY 11361	Contact Person Cynthia Brown, Ex. Dir.	Address 1194 Prospect Avenue Westbury, NY 11590
	Phone (516) 571-6808	Phone (516) 571-7021

**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"/>	4/27/17 4/28/17	<i>Christopher Mistrion</i>	
5/15/17	OMB	NIFS Approval <input checked="" type="checkbox"/>	5/15/17	<i>Mark J. Moran</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
5/13/17	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	5/18/17	<i>Christopher Mistrion</i>	
5/11/17	County Attorney	CA Approval as to form <input type="checkbox"/>	5/24/17	<i>Christopher Mistrion</i>	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
6/14/17	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	6/14/17	<i>Christopher Mistrion</i>	



## Contract Summary

<b>Description:</b> Traffic Safety/STOP DWI Education and Administration Program
<b>Purpose:</b> Nassau County Traffic Safety/STOP/DWI has been assigned responsibility to provide educational programs and materials for traffic/roadway safety for pedestrians, STOP DWI, driver safety, bicycle safety, school safety and child safety seat programs. The New York Coalition for Transportation Safety has the ability to provide administrative services necessary for scheduling, programming and conduct of these programs.
<b>Method of Procurement:</b> The contract is funded through the STOP DWI Funds. Traffic Safety Board will also prepare and submit all necessary paperwork for reimbursement.
<b>Procurement History:</b> The county has a history of providing safety programs for highway safety and STOP DWI. All expenses are 100% reimbursable.
<b>Description of General Provisions:</b> The contract shall reimburse New York Coalition for Transportation Safety for a Traffic Safety Educator and an administrator who will provide all services in the administration of the safety programs. The services to be provided by the Contractor under this agreement shall consist of the coordination of educational programs for Traffic Safety and STOP DWI programs. They will distribute materials supporting these efforts and act in support of current grant and safety programs in organizing and scheduling activities. They will assist in the preparation of grant applications and provide assistance in the financial management of STOP DWI and NY State Governor's Traffic Safety Committee activities in Nassau County.
<b>Impact on Funding / Price Analysis:</b> The funding for this project is 100% reimbursable from STOP-DWI grant funds and no county match is required.
<b>Change in Contract from Prior Procurement:</b> No change from the prior grant award.
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	TS81
Resp:	X6
Object:	DE
Transaction:	501

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ - 0 -
Federal	\$
State	\$
Capital	\$
Other	\$ 24,800.00
<b>TOTAL</b>	<b>\$ 24,800.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	TSGRT81000TH/DE 501	\$ 24,800.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 24,800.00</b>

Document Prepared By: Christopher Mistrion, Nassau County STOP-DWI Coordinator

Date: 4/28/17

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:
Name:	Name:	Date: 6/14/17
Date:	Date:	(For Office Use Only)
		E #:



## Nassau County Interim Finance Authority

### Contract Approval Request Form (As of March 2017)

1. Vendor: New York Coalition for Transportation Safety

2. Dollar amount requiring NIFA approval: \$ \$ 0.00

Amount to be encumbered: \$ \$ 24,800.00

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: 01/01/2017 - 12/31/2017

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

If yes, please explain: \_\_\_\_\_

4. Funding Source:

☐ General Fund (GEN)  
☐ Capital Improvement Fund (CAP)  
☐ Other

☒ Grant Fund (GRT)  
Federal % 0%  
State % 100%  
County % 0%

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

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No

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

Nassau County Traffic Safety/STOP DWI has been assigned responsibility to provide educational programs and materials for traffic/roadway safety. From Pedestrian, STOP DWI, driver safety, bicycle safety, school safety and child safety seat programs. The New York Coalition for Transportation safety has the ability to provide administrative services necessary for implementation, programing and the advancement of such programs. Without the contracting, these programs would not be able to be completed and future grant opportunities may be lost.

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:

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

## AUTHORIZATION

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

Roseanne Dell  
Signature Title

5/15/17  
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: \_\_\_\_\_

Payment is not guaranteed for any work commenced prior to this approval.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**NOTE: All contract submissions MUST include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review. NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.    – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF TRAFFIC SAFETY BOARD AND THE NEW YORK COALITION FOR TRANSPORTATION SAFETY, INC.

WHEREAS, the County has negotiated a personal services agreement with the New York Coalition for Transportation Safety, Inc. for coordination of educational programs and assistance in the financial management and assistance of the STOP-DWI program and related activities, 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 the New York Coalition for Transportation Safety, 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:** New York Coalition for Transportation Safety

**CONTRACTOR ADDRESS:** 213-37 39<sup>th</sup> Avenue, #204, Bayside, NY 11361

**FEDERAL TAX ID #:** 112926953

**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 advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

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

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

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

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

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

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

**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.

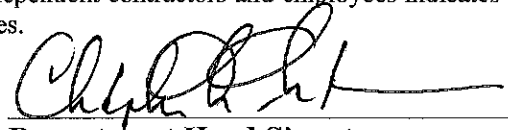
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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



Department Head Signature

3/29/17  
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.





**NASSAU COUNTY TRAFFIC SAFETY**

**To:** Comptroller's Office

**From:** Christopher Mistron, Coordinator  
Nassau County STOP-DWI

**Date:** April 1, 2017

**Subject:** NY Coalition for Transportation Safety Sole Source  
Education Administration Contract

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There is only one provider of the services sought for this contract. The contractor was determined to be the sole source provider of the personal services needed based on their past history with our programs (16 years) and their ability to provide safety education in the areas of pedestrian and bicycle safety and alcohol education. They are a contractor in good standing with the NY State Governor's Traffic Safety Committee (a contractor since 1989), the National Highway Traffic Safety Administration and NY State Department of Transportation.

The NY Coalition is a 501(c)3 not for profit organization and as such is eligible to apply for grant funded programs that would benefit Nassau County. Additionally, the contractor's unique and special experience, skills, expertise, and availability to perform requested services in the most immediate and timely manner were deciding factors in their selection.

This contract is funded by STOP-DWI grant monies that are 100% reimbursable. The outlined tasks attributed to the contractor were outlined in the 2016-2017 Annual STOP-DWI Plan that was approved by the Commissioner of Motor Vehicles.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NONE

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

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

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

Dated: 4/1/2017

Vendor: My Coalition for Transportation Safety

Signed: Cynthia Brown

Print Name: CYNTHIA BROWN

Title: Exp. Director



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

**NONE**

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

**NONE**

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

**NONE**

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

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**NONE**

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

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**NONE**

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

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

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**NONE**

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

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

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

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

Dated: 4/1/2017

Signed: Cynthia Brown

Print Name: CYNTHIA BROWN

Title: Ex. Director

## 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 Robin Markowitz  
Date of birth N / A /  
Home address 237 Great Neck Road  
City/state/zip Great Neck, NY 11021  
Business address None  
City/state/zip None  
Telephone 516-298-9048  
Other present address(es) None  
City/state/zip None  
Telephone None  
List of other addresses and telephone numbers attached.

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

President / / Treasurer / /  
Chairman of Board 6 / 1 / 14 Shareholder / /  
Chief Exec. Officer / / Secretary / /  
Chief Financial Officer / / Partner / /  
Vice President / /  
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?  
YES    NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES    NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES    NO X;  
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO X  
If Yes, provide details.

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 X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X 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 X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X 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 X 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 X 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 X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such 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, *Robin Markowitz*, 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 1st day of April 2017

*Christopher M. Mistrion*

Notary Public

CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. 01MI5044039  
Qualified in Nassau County  
Commission Expires May 22, 2018

*My Coalition for Trans. Safety*  
Name of submitting business

ROBIN MARKOWITZ  
Print name

*Robin Markowitz*  
Signature

BOARD Chairperson  
Title

4 / 1 / 17  
Date

**PRINCIPAL QUESTIONNAIRE FORM - Organization is a 501(c)3 – No one has any financial interest.**

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 Cynthia Brown, Director  
Date of birth N / A /  
Home address 58-27 Bell Boulevard  
City/state/zip Bayside, NY 11364  
Business address NY Coalition, 213-37 39<sup>th</sup> Ave., #204  
City/state/zip Bayside, NY 11361  
Telephone 516-571-6808  
Other present address(es) 1194 Prospect Avenue  
City/state/zip Westbury, NY 11590  
Telephone 516-571-6808  
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) Executive Director 5/1/2000

3. Do you have an equity interest in the business submitting the questionnaire?  
YES    NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES    NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES    NO X;  
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO X  
If Yes, provide details.

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 X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

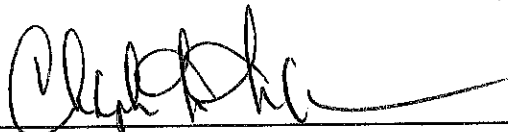
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details 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 X 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 X 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 X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such 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, Cynthia Brown, 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 1st day of April 2017



Notary Public

CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. 01MI5044039  
Qualified in Nassau County  
Commission Expires May 22, 2018

Ny Coalition for Trans. Safety  
Name of submitting business

CYNTHIA BROWN  
Print name

Cynthia Brown  
Signature

Ex. Director  
Title

4 / 1 / 17  
Date

Cynthia B. Brown  
58-27 Bell Boulevard  
Bayside, New York 111364  
(718) 428-9229; email nycoalitio@aol.com

## **PROFESSIONAL EXPERIENCE**

New York Coalition for Safety Belt Use, Inc./  
DBA New York Coalition for Transportation Safety  
213-37 39<sup>th</sup> Avenue, #204  
Bayside, NY 11361  
(1987-Present)

### **Executive Director**

Responsibilities include: office administration, grant writing, program implementation and monitoring, fiscal management, reports, and general oversight of the agency

Queensborough Community College  
56<sup>th</sup> Avenue & Springfield Boulevard  
Bayside, New York 11364  
(1986-87)

### **Assistant to the Director of Continuing Education**

Responsibilities included: Publication of Continuing Education Brochure,  
Initiating new Continuing Education programs; Payroll for Adjunct Staff; Registration

Delson Public Relations  
Riverside Drive  
Whitestone, New York 11357  
(1982-1986)

### **Account Executive**

Accounts included Queensborough Community College, Office of Continuing Education; New York University Upward Bound Program; New York Coalition for Safety Belt Use. Responsibilities included public information and education campaigns, fund raising, material development and media contacts.

Avery-Knode  
555 Madison Avenue  
New York, New York 10022  
(1964-1975)

### **Office Supervisor**

Firm represented 52 countrywide television and 110 radio stations and handled all commercial advertising placed on these stations by national advertisers. Responsibilities included supervision of all non-executive staff; time sheets; vacation schedules; employee training and hiring of personnel other than executives.

## **EDUCATION AND CERTIFICATION**

Maryland Institute of Art – Attended  
Hunter College, CUNY – Attended  
Queens College, CUNY – Attended

Certified New York State Traffic Safety Program Trainer  
Certified National Highway Traffic Safety Administration,  
Highway Safety Management Course Trainer  
Transportation Safety Institute Safe Communities Trainer  
Federal Highway Administration Designing for Pedestrian Safety Training  
Federal Highway Administration Intersection Safety Training

## **COMMUNITY AND CIVIC ACTIVITIES**

- Chairperson, Northeast Queens League of Women Voters
- Newsletter Editor, New York City League of Women Voters
- President, Parents Association, P.S. 203Q
- President, Presidents' Council District 26 Queens (Consisted of 26 Elementary and Middle Schools)
- President, Parents Association, Benjamin N. Cardozo High School
- President, Confederation of Queens High School Parent Associations
- Parent Representative on New York City Board of Education Panel that produced document defining Parents/Parent Association rights and responsibilities in the New York City School System (1991-1993). This document became part of NY City Education Law.



## **NEW YORK COALITION FOR TRANSPORTATION SAFETY**

**213-37 39<sup>TH</sup> Avenue, Box 204, Bayside, New York 11361**

**516-571-6808**

**email: NYCoalitio@aol.com**

### **BOARD OF DIRECTORS**

#### **Officers**

**Robin Markowitz, *Chairman***

#### **Members**

Automobile Club of NY

DEDICATEDD, Marge Lee, President

Community Parent Center, Wendy Tepfer, Director

Governor's Traffic Safety Committee

Westbury Public Safety Commission, Gloria Monitto

John D. States, M.D.,

*Chairman Emeritus*

#### **Advisory Members**

Terence J. Moakley, Ex. Director, Community Affairs, United Spinal Association

Thomas Louizou, Regional Director, National Highway Traffic Safety Administration,

#### **Founding Organizations**

American Association for Automotive Medicine

Medical Society of the State of New York

#### **Staff**

Cynthia Brown, Executive Director

Diane Bucceri, Executive Assistant

Mark Hoffacker, Program Coordinator/ Child Safety Seat Educator

Lynne Brown, Educator, Graphic Designer



## CAPABILITIES

- ◇ Coalition development
- ◇ Creation of audio/video public service announcements
- ◇ Creation and production of print media
- ◇ Graphic design
- ◇ Grant writing and grant administration
- ◇ Presentations and workshops
- ◇ Seasonal media campaigns

## COMMITMENT

The New York Coalition for Transportation Safety is committed to reducing the number of injuries and fatalities that occur on our roadways by safety for pedestrians, bicyclists and motorists. We will conduct safety education programs for school children, adults and older adults. We are certified Child Passenger Safety Technicians and we will provide assistance to parents of well and special needs children as regards their safe transportation. Our programs are funded by federal and state grants.

## STEERING COMMITTEE MEMBERS

Automobile Club of New York  
Community Parents Center  
DEDICATED  
(An anti-drunk driving organization)  
Governor's Traffic Safety Committee  
Westbury Public Safety Commission

## ADVISORY MEMBERS

United Spinal Association,  
Community Affairs  
Thomas Louizou, Retired  
Region 1 Director, National Highway  
Traffic Safety Administration

## FOUNDING ORGANIZATIONS

American Association for  
Automotive Medicine  
Medical Society of the  
State of New York

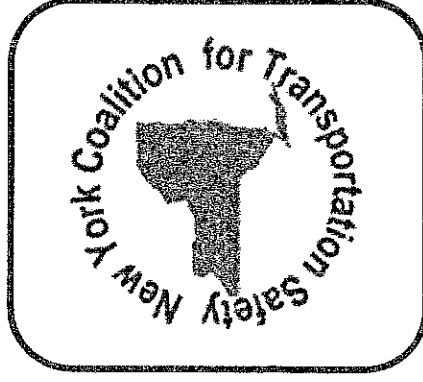
## ACCREDITATIONS

Certified Disability Sensitivity Trainers  
Certified NETS Instructor  
(Networking Employers for Traffic Safety)  
Transportation Safety Institute Workshop  
Instructor/Facilitator  
Certified Instructor of National Highway  
Traffic Safety Administration  
Passenger Safety Advocate Curriculum

## PROFESSIONAL ASSOCIATIONS

AARP/Livable Communities  
Long Island Youth Safety Coalition  
Nassau County Child Fatality Review Team  
New York State Association of  
Traffic Safety Boards  
Nassau County Traffic Safety Board  
Queens County Traffic Safety Board  
SAFE KIDS, Nassau and Queens Counties

# NEW YORK COALITION FOR TRANSPORTATION SAFETY



213-37 39<sup>TH</sup> Avenue  
Box 204  
Bayside, New York 11361

Email:  
[nycoalition@aol.com](mailto:nycoalition@aol.com)  
[www.NYCTS.org](http://www.NYCTS.org)

## The New York Coalition for Transportation Safety

is a non-profit, statewide organization originally established in 1982 as the New York Coalition for Safety Belt Use, Inc. The Coalition was founded jointly by the Medical Society of the State of New York and the American Association for Automotive Medicine.

Initially the Coalition was a single focus group that sought to reduce motor vehicle related trauma in the State of New York by increasing the use of safety belts by motorists. In time it became apparent that many factors contribute to the complex picture that is motor vehicle injuries. We expanded our scope to include safety programs for pedestrians and bicyclists, as well as motorists, and changed our name to the NY Coalition for Transportation Safety to better reflect our expanded efforts. The following list serves as a guide to the types of grant funded activities we conduct:

- Assembly programs for children in grades K-12
- Bicycle safety programs
- Pedestrian safety programs
- School bus safety programs
- Mature driver and pedestrian programs
- Bilingual (English/Spanish) programs
- Programs for children with special needs (conducted in concert with NY City Department of Education, District 75)
- Classroom instruction in travel training for young people with disabilities

During its twenty-eight years of operation, the NY Coalition has received grants from federal, state, local and private agencies. Grant funds are used to develop and conduct public information and education campaigns in a variety of locales. A brief description of some programs the Coalition has produced is included herein.

## PROGRAM

**Identification and Analysis of Factors Contributing to Pedestrian Crashes in Nassau County** Sponsor: Nassau County Traffic Safety Board with funding provided by NY State Governor's Traffic Safety Committee  
**Description:** Mapped pedestrian injuries and fatalities from 1991-2000, analyzed data, and compiled final report indicating locations experiencing the most injuries and fatalities

### Queens County Senior Citizens Demonstration Program

Sponsor: NY State Governor's Traffic Safety Committee  
**Description:** Geared to Directors of Senior Centers. Identified the major factors that contributed to motor vehicle injuries and fatalities, including prescription medications, being incurred by older adults. Led to the development of a citizens guide to the medications that most affect driving skills and the establishment of a CarFit program in Queens County.

### Preventing Alcohol Abuse by College Students

Sponsor: NY State Governor's Traffic Safety Committee  
**Description:** This program surveyed college students at two schools in Nassau and Suffolk Counties to determine the extent of alcohol use on campus. Results were tallied and analyzed by the University of Minnesota and provided in confidence to the participating schools so that remedial action could be taken.

**"On Our Own":** Conducted in conjunction with the NY City Department of Education District 75

Sponsor: National Easter Seals Project  
ACTION with funding provided by the Federal Transit Administration  
**Description:** A program to instruct and familiarize high school students with disabilities in the use of public transportation. Included the development of a curriculum used nationally.

## HIGHLIGHTS

**Inventory of Injury Prevention Programs in New York and New Jersey**  
Sponsor: National Highway Traffic Safety Administration, Region II, White Plains, NY  
**Description:** Researched and developed an Inventory of Injury Prevention Programs in NY and NJ for the purpose of forming injury prevention partnerships and developing Safe Communities Programs.

**"Practice Safety First": A Guide to Bicycle, Pedestrian and In-Line Skating Programs in NY State (County-by-County)** Sponsor: NY State Governor's Traffic Safety Committee  
**Description:** Researched, designed and produced an educational guide to Bicycle, Pedestrian and In-Line Skating Programs in New York State for the purpose of assisting community-based organizations wishing to develop or expand their activities in these areas.

### Bicycle and Pedestrian Safety for Latino Adults and their Families

Sponsor: Nassau County Traffic Safety Board  
**Description:** This program will provide bicycle and pedestrian safety education to families, including Latino families, through schools, churches and social organization. Bicycle helmets, reflective materials and "Sharing the Road" literature will be distributed to all participants.

### ABC'S of Traffic Safety in Queens County

Sponsor: NY State Governor's Traffic Safety Committee and Queens Borough President  
**Description:** A comprehensive program that provides educational classes on pedestrian and bicycle safety for children in Grades K-8; teaches older adults best walking practices; introduces them to the CarFit program; and addresses aggressive driving and the dangers of text messaging while driving. Materials produced include a brochure discouraging text messaging and a curriculum designed to teach students and adults how to assess their environment for safe walking routes.

### 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: March 27, 2017

1) Proposer's Legal Name: NY Coalition for Safety Belt Use, Inc.

2) Address of Place of Business: 1194 Prospect Avenue, Westbury, NY 11590

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): 213-37 39<sup>TH</sup> Avenue, #204, Bayside, NY 11361

Phone : 516-571-6808

Does the business own or rent its facilities? No

4) Dun and Bradstreet number: 94001581

5) Federal I.D. Number: 112926953

6) The proposer is a (check one):    Sole Proprietorship    Partnership     
Corporation    Other (Describe) 501(c)3, Not for Profit

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

Yes ☒ No ☐ If Yes, please provide details:

Nassau County Stop DWI Program

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

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

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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).

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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.

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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.

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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.

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

---

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ 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 – If a conflict arises we will consult with the County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS – If a conflict arises we will consult with the County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS – If a conflict arises we will consult with the County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. If a conflict should arise, we will consult with the County.

- 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; **7/22/1982**
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; **NONE**
- iii) Name, address and position of all officers and directors of the company; **See attached**
- iv) State of incorporation (if applicable); **New York**
- v) The number of employees in the firm; **4**
- vi) Annual revenue of firm; **Grant Dependent – under \$200,000 annually**
- vii) Summary of relevant accomplishments – **See Attached**
- viii) Copies of all state and local licenses and permits. **None/Not Relevant/Injury Prevention Programs as regards Pedestrian & Bicycle Safety**

B. Indicate number of years in business. **1982 to Present**

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

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company NY State Governor's Traffic Safety Committee

Contact Person Chuck Conroy

Address 6 Empire State Plaza, 410B

City/State Albany, NY 12228

Telephone 518-486-1920

Fax # 518-473-0041

E-Mail Address Chuck.Conroy@dmv.ny.gov

Company NY State DOT, Safe Routes to School Program, Region 10, Long Island

Contact Person Chris Badour

Address State Office Bldg., 250 Veterans Memorial Highway

City/State Hauppauge, NY 11788

Telephone 631-952-6120

Fax # 631-952-6026

E-Mail Address Christian.Badour@dot.ny.gov

Company Strategic Road Safety

Contact Person Thomas Louizou, Ret. Region 1 Director, National Highway Traffic Safety Administration

Address 5307 212<sup>th</sup> Street

City/State Bayside, NY 11364

Telephone 646-734-6434

Fax # \_\_\_\_\_

E-Mail Address Thomos.louizou@verizon.net

## 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, Cynthia Brown, 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 1st day of April 2017

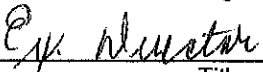
  
\_\_\_\_\_  
Notary Public

CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. 01MI5044039  
Qualified in Nassau County  
Commission Expires May 22, 2018

Name of submitting business: NY Coalition for Transportation Safety

By: Cynthia Brown  
\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title

4/1/2017  
\_\_\_\_\_  
Date



Response to Question 17 A iii – Name, address and position of all officers and directors:

Robin Markowitz, Chairperson  
237 Great Neck Road, Great Neck, NY 11021

Cynthia Brown, Executive Director  
58-27 Bell Boulevard, Bayside, NY 11364

COUNTY OF NASSAU

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

1. Name of the Entity: NY Coalition for Safety Belt Use, Inc./DBS NY Coalition for Transportation Safety

Address: 213-37 39<sup>th</sup> Avenue, #204

City, State and Zip Code: Bayside, NY 11361

2. Entity's Vendor Identification Number: 1129269553

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☒ 501(c)3 Not for Profit ☐ 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):

Cynthia Brown, Executive Director; 5827 Bell Boulevard, Bayside, New York 11364

Robin Markowitz, Chairman; 237 Great Neck Road, Great Neck, NY 11021

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

\_\_\_\_\_  
NONE  
\_\_\_\_\_

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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.

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NONE

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

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

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NONE

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

NONE

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

NONE

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

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

Dated: 3/28/17

Signed: Cynthia Brown

Print Name: Cynthia Brown

Title: Executive Director

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of April 1, 2017, (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 One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the Traffic Safety Board, having its principal office at 1194 Prospect Avenue, Westbury, NY 11590 (the "Department"), and (ii) New York Coalition for Transportation Safety, Incorporated, a New York State, not-for-profit corporation, having its principal address at 213-37 39<sup>th</sup> Avenue, #204, Bayside, New York 11361 (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, 2017 and terminate on December 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the coordination of educational programs for STOP-DWI programs. Distribute materials supporting these efforts. Act in support of current grant and safety programs in the organization and scheduling of activities. Assist in the preparation of grant applications and provide assistance in the financial management of STOP-DWI and New York State Governor's Traffic Safety Committee activities in Nassau County.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed **Twenty Four Thousand Eight Hundred Dollars (\$24,800.00)** payable as per the attached program budget attached hereto as "Appendix B." (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 claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) 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 Appendices EE and U 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, constitutes 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 and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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 contract void and of no effect. The failure of the Contractor to maintain the other 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 commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) 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. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations."

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

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

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

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

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor 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.

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

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

Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

(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.

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

19. 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. If the Contractor is a not-for-profit, religious or charitable organization or a governmental entity and the Contractor requests that the charge be waived, then please ask the Deputy County Executive in charge of your vertical to determine whether the charge should be waived.]

20. 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.

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

By: Gynthia Brown  
Name: GYNTHIA BROWN  
Title: Of. Assistant  
Date: 4/1/2017

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 1st day of April in the year 2017 before me personally came Arutha Shaw to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens; that he or she is the Ex. Director of NYC Children's Services, 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

*Christopher M. Mistrion*

CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. 01MI6044039  
Qualified in Nassau County  
Commission Expires May 22, 2019

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ 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 Proposal**

The New York Coalition for Safety Belt Use, Inc./DBA NY Coalition for Transportation Safety will provide services, as requested, regarding the implementation and administration of STOP-DWI related safety programs. The services to be provided by the Contractor will be as follows:

1. Assist with NY State contractual documents that must be submitted to the County for all STOP-DWI related grants.
2. Prepare all cover pages and routing sheets for contracts.
3. Print and/or photocopy all STOP DWI Contracts and mail completed contracts to Nassau County PD and 17 Village Police Departments.
4. Assist the STOP-DWI Coordinator in preparing STOP-DWI grants for submission to the Governor's Traffic Safety Committee for federal fiscal year 10/01/16 through 09/30/17.
5. Assist with implementation of 2017 STOP-DWI grants as regards vouchering and reporting.
6. Respond to constituents' requests.
7. Distribute materials supporting STOP-DWI programs.
8. Cover and meetings and events for STOP-DWI.
9. Provide clerical support.
10. Provide vouchers and reports in a timely fashion.

**APPENDIX B**

NY Coalition for Transportation Safety  
Traffic Safety/STOP DWI  
Education Administration Program  
01/01/17-12/31/17

**Budget**

**Personal Services**

Traffic Safety Educator 343 hours @ \$35 p/hr	\$12,400.00
Administrator 600 hours @ \$20.00 p/hr	<u>\$12,400.00</u>
<b>TOTAL BUDGET</b>	<b>\$24,800.00</b>



## **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 arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement,

major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation .
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all 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 Contractor is:

Cynthia Brown (Name)

58-27 Bell Boulevard, Bayside, NY 11364 (Address)

718-428-9229 (Telephone Number)

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

3. In the past five years, Contractor \_\_\_\_\_ has 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:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X 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:

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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.

4/1/2017

Dated

Cynthia Brown

Signature of Chief Executive Officer

Cynthia Brown

Name of Chief Executive Officer

Sworn to before me this

1st day of April, 2017.

Christopher M. Mistrion

Notary Public

CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. 01MI5044039  
Qualified in Nassau County  
Commission Expires May 22, 2018