



Certified: --

**E-35-24**

FILED WITH THE NASSAU COUNTY CLERK OF THE  
LEGISLATURE MARCH 4, 2024 1:45PM

**NIFS ID: CLCA23000002**

Capital:

Contract ID #: CQCA19000002

NIFS Entry Date: 09/05/2023

**Department: Consumer Affairs**

Service: Administrative Hearing Transcription Services

Term: from 05/23/2019 to 05/22/2024

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds: <b>X</b>		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	<b>No</b>
2) Comptroller Approval Form Attached:	<b>Yes</b>
3) CSEA Agmt. & 32 Compliance Attached:	<b>No</b>
4) Significant Adverse Information Identified? (if yes, attach memo):	<b>No</b>
5) Insurance Required:	<b>Yes</b>

Vendor/Municipality Info:	
Name: <b>Excel Reporting, Inc.</b>	ID#: <b>274635533</b>
Main Address: <b>2042 N Country Rd Ste 103 Wading River, NY 11792</b>	
Contract Specific Address: <b>55 Maple Avenue, suite 204 Rockville Centre, NY 11792</b>	
Main Contact: <b>Martha Reina</b>	
Contract Specific Contact: <b>Judith Rossi</b>	
Main Phone: <b>(516) 596-1109</b>	

Department:
Contact Name: <b>Margaret Reynolds</b>
Address: <b>240 Old Country Road 3rd Floor Mineola, NY 11501</b>
Phone: <b>(516) 571-4854</b>
Email: <b>mreynolds@nassaucountyny.gov</b>

## Contract Summary

**Purpose:** The Nassau County Department of Consumer Affairs conducts Administrative Hearings pursuant to the Nassau County Administrative Code. Transcription reporting services are required for Home Improvement License Revocation Hearings and will enable the Department to have a detailed and accurate record of all of its hearings.

**Method of Procurement:** The Request For Proposals was competitively bid. Four bids were received, Excel received the highest rating from the evaluation committee.

**Procurement History:** The RFP was advertised publicly in NEWSDAY on June 15, 2018 and the bidders had until July 2, 2018 to reply with their proposals. Four bids were received, Excel received the highest rating from the evaluation committee.

<p><b>Description of General Provisions:</b> The services to be provided by the vendor consist of appearing at and transcribing all Nassau County Department of Consumer Affairs hearings as requested by the Department. All stenographic recordings shall meet the requirements of the State Administrative Procedure Act. The vendor is to provide transcripts upon request. All standard Countyrequired provisions are included in the contract. This vendor is a certified WBE</p>
<p><b>Impact on Funding / Price Analysis:</b> Increase of \$30,000 for a new total maximum amount of \$100,000. \$10,000 is being encumbered at this time.</p>
<p><b>Change in Contract from Prior Procurement:</b> Increasing contract amount by \$30,000 for a new max amount of \$100,000.</p>
<p><b>Recommendation:</b> Approve as Submitted</p>

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	CAGEN1100	DE500	CAGEN1100 DE500	03	\$10,000.00
						TOTAL	\$10,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$10,000.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$10,000.00

Routing Slip

Department			
NIFS Entry	Margaret Reynolds	09/05/2023 11:25AM	Approved
NIFS Final Approval	John Capece	09/05/2023 04:45PM	Approved
Final Approval	John Capece	09/05/2023 04:45PM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	09/11/2023 11:38AM	Approved
RE & Insurance Verification	Andrew Amato	09/06/2023 08:49AM	Approved
NIFS Approval	Mary Nori	09/20/2023 04:42PM	Approved
Final Approval	Mary Nori	09/20/2023 04:42PM	Approved
OMB			
NIFS Approval	Jenna Ferrante	09/06/2023 09:38AM	Approved
NIFA Approval	Irfan Qureshi	09/18/2023 11:26AM	Approved
Final Approval	Irfan Qureshi	09/18/2023 11:26AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	09/26/2023 04:25PM	Approved
DCE Compliance Approval	Robert Cleary	11/09/2023 05:22PM	Approved
Vertical DCE Approval	Arthur Walsh	11/14/2023 12:33PM	Approved
Final Approval	Arthur Walsh	11/14/2023 12:33PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/04/2024 01:38PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF CONSUMER AFFAIRS, AND EXCEL REPORTING, INC.

WHEREAS, the County negotiated an amendment to a personal services agreement with Excel Reporting, Inc. to provide transcription reporting services, a copy of which is on file with the Clerk of the Legislature; NOW, THEREFORE, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Excel Reporting, Inc.

## **AMENDMENT NO. 2**

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (1) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Consumer Affairs, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (i) Excel Reporting, Inc., having its principal office at 55 Maple Avenue, Rockville Centre NY 11570 (the "Contractor").

### **WITNESSETH:**

WHEREAS, pursuant to County contract number CQCA19000002 between the County and the Contractor, executed on behalf of the County on May 23, 2019, and amended by Amendment I, (the "Original Agreement") County contract Amendment CLCA19000002 executed on behalf of the County on September 16, 2020, the Contractor provides stenographic services for the Department's administrative hearings, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor as full consideration for the Contractor's Services under the Original Agreement, was Seventy Thousand Dollars (\$70,000.00) if all renewals are exercised (the "Maximum Amount");

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

1. Maximum Amount. The Maximum Amount in the Original Agreement, shall be increased by Thirty Thousand Dollars (\$30,000.00) so that the maximum amount that the County shall pay the Contractor as full consideration for all services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Hundred Thousand Dollars (\$100,000.00) (the "Amended Maximum Amount").
2. Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Amended Maximum Amount throughout the term of this Amended Agreement. The Contractor further acknowledges that the initial encumbrance shall be Ten Thousand Dollars (\$10,000.00). Thereafter, the Department will notify the Contractor of the availability of additional monies, which notice shall include the amount encumbered.

3. Section 6 entitled "Compliance with Law" shall now also include:

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the Effective Date.

**EXCEL REPORTING, INC.**

By: Judith M. Rossi  
Name: Judith M. Rossi  
Title: Secretary  
Date: 3/4/24

**NASSAU COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive  
(or) \_\_\_\_, Chief Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK



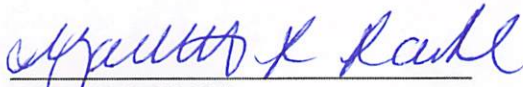
STATE OF NEW YORK)

COUNTY OF NASSAU)

)ss.:

ELIZABETH L. LAIKE  
Notary Public, State of New York  
No. 01LA5049949  
Qualified in Nassau County 2025  
Commission Expires September 25, 2025

On the 4<sup>th</sup> day of March in the year 2024 before me personally came Judith M. Ross, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Secretary of Excel Reporting Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF NASSAU)

)ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ 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 the \_\_\_\_\_ of \_\_\_\_\_, the 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



## Nassau County Interim Finance Authority

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

**1. Vendor: Excel Reporting, Inc.**

**2. Amount requiring NIFA approval: \$30,000.00**

**Amount to be encumbered: \$10,000.00**

Slip Type: 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: 05/23/2019 to 05/22/2024**

Has work or services on this contract commenced? Yes

If yes, please explain: Due to a backlog of hearings, the department has increased hearings in 2022. This has resulted in more

**4. Funding Source:**

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	0	
County %	100	

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

The Nassau County Department of Consumer Affairs conducts Administrative Hearings pursuant to the Nassau County Administrative Code. Transcription reporting services are required for Home Improvement License Revocation Hearings and will enable the Department to have a detailed and accurate record of all of its hearings.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

**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:**

Contract ID	Posting Date	Amount Added in Prior 12 Months
CQCA19000002	03/30/2020	\$0.00
CLCA20000002	09/17/2020	\$0.00

## AUTHORIZATION

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

IQURESHI

09/18/2023

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**Authenticated User**

**Date**

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## 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.

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**Authenticated User**

**Date**

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## NIFA

Amount being approved by NIFA:

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

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**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

Elaine Phillips  
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: Excel Reporting, Inc.

CONTRACTOR ADDRESS: 2042 North Country Rd, Suite 103 Wading River, NY 11792

FEDERAL TAX ID #: 274635533

**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 May 23, 2019 [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 The RFP was advertised publicly in NEWSDAY on June 15, 2018 and the bidders had until July 2, 2018 to  
reply with their proposals. Four bids were received, Excel received the highest rating from the evaluation committee.

[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

5/10/2023  
\_\_\_\_\_  
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.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

Judith M. Rossi [JROSSI@EXCELCOURTREPORTERS.COM]

Dated: 02/27/2024 04:51:50 pm

Vendor: Excel Reporting, Inc.

Title: Secretary



## 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: Ilizabeth L. Laike  
Date of birth: 04/16/1962  
Home address: 46 Bulaire

City: East Rockaway State/Province/Territory: NY Zip/Postal Code: 11518  
Country: US

Business Address: 55 Maple Avenue

City: Rockville Centre State/Province/Territory: NY Zip/Postal Code: 11570  
Country: US  
Telephone: 5164852222

Other present address(es):

City: \_\_\_\_\_ State/Province/Territory: NY Zip/Postal Code: \_\_\_\_\_  
Country: US  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	<u>01/30/2023</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES [X] NO [ ] If Yes, provide details.

Fifty percent owner

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4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution



made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Bee Reporting Agency, Inc. 50% owner

Reinig Reporting, Inc. 50% owner

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6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Nassau County

New York City Housing Authority

New York City Health +Hospitals

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

Excel Reporting, Inc.

Name of submitting business

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

Elizabeth Laike LIZZYLAIKE@GMAIL.COM

President

Title

03/01/2024 01:35:39 pm

Date

**CORPORATE RESOLUTION OF  
EXCEL REPORTING INC.**

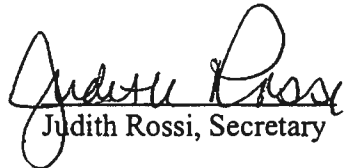
WHEREAS, Excel Reporting, Inc. (the "Corporation") affirmatively represents that all of the issued and outstanding shares of stock of the Corporation are presently in the name of and owned by Judith Rossi ("Rossi") and Ilizabeth Laike (Laike"), who acquired their stock from Martha Reina ("Reina") on January 30, 2023, and

WHEREAS, Upon her sale of her stock in the Corporation to Rossi and Laike, Reina resigned as an officer and director of the Corporation and Rossi and Laike were designated to take her place and become the sole shareholders, officers and directors of the Corporation; and

WHEREAS, commencing on January 30, 2023, all business of the Corporation is and will be managed and controlled by Rossi and Laike and such other officers, agents and employees they may designate,

NOW THEREFORE, IT IS RESOLVED, that Laike is appointed as President and Rossi is appointed as Secretary of the Corporation and that each of them is authorized and empowered to act on its behalf as its officers and to execute and deliver any and all documents and instruments necessary to manage and operate the Corporation's business.


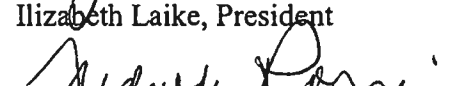
Dated: Rockville Centre, New York  
Effective Date: January 30, 2023

  
Judith Rossi, Secretary

**CERTIFICATION OF AND SHAREHOLDER'S CONSENT TO RESOLUTION**

We, Judith Rossi and Ilizabeth Laike, do hereby represent, warrant and certify that we are the sole officers, directors and shareholders of Excel Reporting, Inc. and that the foregoing resolution was duly adopted by Excel Reporting, Inc. and is in full force and effect.

Dated: Rockville Centre, New York  
Effective Date: January 30, 2023

  
Ilizabeth Laike, President  
  
Judith Rossi, Secretary



INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK  
**BEE REPORTING AGENCY, INC.**  
200 SHARES WITHOUT PAR VALUE

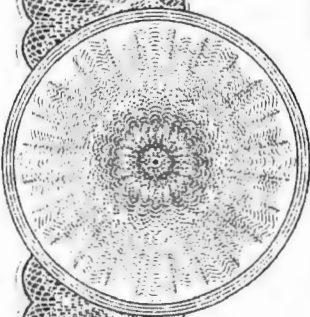
THOUSANDS	0	1	2
	8	4	5
HUNDREDS	1	1	1
	2	2	2
	3	3	3
	4	4	4
	5	5	5
	6	6	6
	7	7	7
	8	8	8
	9	9	9
SHARES	0	0	0

*This Certifies that* JUDITH ROSSI *is the owner of*  
ONE HUNDRED (100) *fully paid and non-assessable Shares of the Capital*  
*Stock of the above named Corporation transferable only on the books of the Corporation*  
*by the holder hereof in person or by duly authorized Attorney upon surrender of this*  
*Certificate properly endorsed.*

*I, J. M. Winters, Secretary of the said Corporation, have caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this* 21<sup>ST</sup> *day of* April *in the year* 2016

*W. J. Winters*  
SECRETARY

*Judith Rossi*  
PRESIDENT



copy

## ASSET SALE AGREEMENT

The ASSET SALE AGREEMENT ("AGREEMENT") ENTERED INTO EFFECTIVE THE 1<sup>st</sup> DAY OF MARCH 2017 BY AND BETWEEN Bee Reporting Agency, Inc., having its principal office at 55 Maple Ave, Suite 204, Rockville Centre, Nassau County, New York 11570, hereinafter referred to as the "Contractor" or "Buyer" and Reinig Reporting Inc., having its principal office at 192 Lexington Ave, Suite 805, New York County, New York 10016, hereinafter referred to as "Client" or "Seller".

### WITNESSETH:

WHEREAS, the Seller is the owner of a court reporting business now existing and located at the premises 192 Lexington Ave, Suite 805, New York (the "Business"); and

WHEREAS, the Seller desires to sell the Business to the Buyer, who desires to purchase same; and

WHEREAS, the parties have negotiated terms and conditions which describe how and when the Business will be transferred to Buyer; and

WHEREAS, the Buyer is the owner of a court reporting business now existing and located at the 55 Maple Ave, Suite 204, Rockville Centre, New York ("Bee Reporting")

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and for other good and valuable consideration as set forth and described herein, the adequacy and fairness of which is mutually acknowledged, the parties hereto agree a) that the Client hereby retains Contractor to provide court reporting services as more particularly listed and defined herein-below; and b) during the term of this Agreement the Contractor will provide services to and on behalf of the Client as stated herein and the Client will fulfill his promises made in consideration of those services; all in accordance with the following terms and conditions:

1. **Contractor Obligations.** Effective March 1<sup>st</sup>, 2017 Client will move into the offices of Contractor in Rockville Centre, New York and Contractor will provide Client with the following office services:
  - a) Answer Client's telephones 24/7;
  - b) Open and separate Client's mail;
  - c) Make bank deposits and record cash receipts attributable to Client's court reporting accounts;
  - d) Assign Client's jobs and supply court reporters Contractor selects;
  - e) Invoice Client's court reporting accounts;
  - f) Produce certified transcripts of oral testimony taken using industry standard quality control, download transcripts electronically, copy transcripts, and calculate and confirm fee breakdowns;
  - g) Mail transcripts by UPS ground;
  - h) Handle customer complaints;

- i) Read all emails, take appropriate action and respond accordingly; and
- j) Contractor will collect (exclusive of legal action) Client's outstanding invoices for any jobs invoiced from March 1, 2017 going forward.

2. **Client's Payroll Obligations.** For the period of March 1, 2017 to February 28, 2022, Client will be exclusively responsible for paying its reporters for all Client jobs including preparing and filing any and all state and federal payroll tax returns and statements such as W2 and 1099 forms; withholding payroll taxes as required by law; and paying any and all payroll taxes and Workers' Compensation Insurance. This responsibility shall not be deemed shifted or shared in the event Contractor provides administrative assistance to Client by signing and disbursing payroll checks to reporters drawn on Client's bank account.
3. **Collections.** Client will be responsible for the collection of accounts receivables that were invoiced under the Client's name prior to March 1, 2017.
4. **Operating Expenses and Facilities.** In addition to services listed above, Contractor will be responsible for all general overhead expenses related to the running of the business including office staff, supplies, UPS, landline phone and internet charges. Client shall pay all expenses outside of this Agreement in reference to running of the Client's business as are listed as exceptions under "outside services and expenses not covered" below in this Agreement. Client will be provided a standard office desk, two telephone lines and one fax line and reasonable and necessary support from staff personnel. Client will provide his own computer and software with a printer.
5. **Reinig Separate Entity.** For the period from March 1, 2017 to February 28, 2022, Client will remain a separate entity with ownership staying with Marc Reinig as 100% shareholder and Marc Reinig will continue to pay the Reinig reporters and any and all other Reinig expenses that do not constitute general office overhead required to run the business described above during this time period.
6. **Closing.** On March 1<sup>st</sup> 2022 (the "Closing Date"), Client will transfer 100% of the tangible and intangible assets of Reinig Reporting, Inc. (the "Business") to the Contractor free and clear of any and all debts, liabilities, liens or encumbrances together with Marc Reinig's covenant not to compete as described below. This transfer will be documented and closed in keeping with customary business sale practices and protocols in the State of New York as agreed between the parties' attorneys at that time. In the event there are any liens or encumbrances against the Corporation at the time of closing, Marc Reinig personally agrees that he will pay and satisfy same in full and cause same to be removed of record. All Reinig accounts receivable as of the Closing Date shall belong to the Client and shall be paid over to Client by Contractor as and when actually received.



7. **Restrictive Covenant.** The bill of sale to be executed and delivered by Seller to Buyer shall contain a restrictive covenant to the effect that the Seller, its officers, stockholders and directors, will not engage or be employed in the court reporting business in any capacity whatsoever, directly or indirectly, within the five (5) counties of New York City and the counties of Westchester, Nassau and Suffolk, all in the State of New York for a period of five (5) years from the date of delivery of bill of sale.
8. **Survival of Contract.** In the event of Marc Reinig's demise or disability, this Agreement will remain in full force and effect until its completion. In such event, however, Client shall continue to pay Contractor the \$75,000 annual compensation described herein-below in constant equal monthly installments of \$6,250 until February 28, 2019.
9. **Gifts.** Client will be responsible for the purchasing and delivering of holiday gifts to the clients of Reinig Reporting during the term of this Agreement.
10. **Termination Option.** Both parties shall have an option to terminate this Agreement for any reason whatsoever upon giving the other party 90 day's prior written notice at any time prior to February 28, 2018.
11. **Solicitation.** Contractor may solicit law firms on the other side of Client jobs for its own benefit.
12. **Reporter Rates.** Client will pay Contractor the difference between rates charged by Reinig court reporters and Bee court reporters on Contractor's jobs to keep Bee's profit margin consistent.
13. **Client Obligations.** The Client agrees to cooperate with Contractor and make available on a timely basis all relevant information and documents deemed necessary to make Contractor successful in the terms of this Agreement. Client agrees to the follow:
  - a. When requested, provide all financial information and corporate tax returns for the Corporation upon request;
  - b. Introduce Contractor to all of Client's customers and their EBT clerks commencing no later than January 1, 2018 and to be completed no later than in March 1, 2019 to assist in the transition of client's accounts;
  - c. Inform Contractor in writing immediately of any litigation pending against Client and defend against such litigation at its sole cost and expense;
  - d. Disclose any information that could negatively impact timelines detailed in Contractor's commitment to Client in a timely manner; and

- e. Provide complete Reinig customer list to be included in Client's covenant not to compete described above as a schedule to the bill or sale at the time of closing.

14. **Compensation and Consideration.** In consideration of the services to be provided by Contractor to Client, Client agrees to pay Contractor \$75,000 per year, paid in equal monthly installments of \$6,250, through February, 2019. In consideration of the sale of the Business to Contractor, Contractor shall continue to provide Client the same services without payment from March 1st, 2019 to February 28, 2022.
15. **Payment of Client's Outside Services.** Outside services including, but not limited to advertising, legal fees, job posting fees and recruitment fees are the responsibility of the Client and will be billed directly to the Client. No outside service fees will be contracted without the approval of Client.
16. **Suspension of Performance by Contractor.** If the Client fails to make timely payments to the Contractor for services or expenses, Contractor may, upon fourteen (14) days written notice to the Client, suspend performance of services under this Agreement. In the event of suspension of services, Contractor shall have no liability to the Client for delay or damage caused the Client because of such suspension of services.
17. **Independent Contractor.** At all times prior to the closing of the sale of the Business from Seller to Buyer, Contractor shall render services hereunder as an independent contractor. Nothing in this Agreement shall establish any employer-employee relationship between the Contractor, any agent, or any employee of the Contractor and Client. Contractor shall receive no benefits for pension, health or other insurance plans, employee benefits, or any benefit of whatever nature offered by Client to its employees. Subject to the provisions of this Agreement, Contractor is solely responsible for hours worked and the place where services are rendered.
18. **Taxes.** Client shall not be responsible for withholding Social Security (FICA) tax or any other tax from payments made to the Contractor and shall not withhold State, Local and Federal tax payments from Contractor's compensation. Contractor shall complete the appropriate form(s) provided by Client in order to facilitate form 1099 reporting.
19. **Confidentiality and Proprietary Information.** The parties acknowledge and agree that in connection with this Agreement, they shall each have access to proprietary information of the other of a nature not generally disclosed to the public ("Confidential Information"). Confidential information includes but is not limited to drafts of the business plan, a party's business and strategies, customer lists and other documentation, data and materials developed by each party in the course of providing its services for one of its clients. Each party understands that such information is owned and shall continue to be owned solely by that party, and in the Client's case, until Client's assets are transferred to Contractor on March 1<sup>st</sup> 2022 each party agrees to keep confidential and not to disclose confidential information to anyone except those directly involved with the project. The parties each represent that it and its business affiliates, employees, officers, agents, personal representatives, salespersons or any other person that it

may employ, hire or retain in the performance of this agreement have complied with and will comply with this commitment during and after his/her, or their employment.

20. **Non-Solicitation.** Contractor will not to actively solicit any of Reinig's clients during the term of this Agreement.
21. **Entire agreement.** This Agreement contains the entire understanding between the parties concerning the project. Contractor acknowledges that no representations or statements have Contractor made which would modify or tend to modify any provisions of this agreement. This Agreement shall be binding on the parties and each of their respective heirs, successors and assigns.
22. **Choice of Law, Venue.** This Agreement shall be construed, interpreted, and governed by the laws of the State of New York, and the venues of any action shall be in Nassau County.
23. **Notices.** Except as otherwise set forth herein, any and all notices required under the terms of this agreement shall be in writing and sent by hand delivery, fax or by certified mail, return receipt requested. Unless otherwise designated in writing, notices shall be addressed to the parties at the addresses set forth at the beginning of this Agreement.
24. **Authority.** The parties acknowledge that the signatories are vested with the authority to execute this Agreement on behalf of their respective parties.
25. **Not Assignable.** This Agreement shall not be assignable by either party without the consent of the other party, which consent shall not be unreasonably withheld.
26. **Restriction on Sale of Contractor's Business.** Contractor shall not sell its business to any third party without the prior consent of the Client, which consent shall not be unreasonably withheld. Client's consent to the sale of Contractor's business shall be deemed to include consent to the assignment of this Agreement to the purchaser.

27. **REPRESENTATIONS AND WARRANTIES OF SELLER**

SELLER hereby represents, warrants and agrees that:

- A. It is a corporation duly organized, validly existing and in good standing under the laws of the State of New York.
- B. It is the owner of all of the right, title and interest in and to all of the tangible and intangible assets of the Business sold hereunder and the same are free and clear of any security interest, liens (government tax or otherwise), charges, violations, encumbrances or defects of any nature whatsoever.
- C. At the time of closing, Seller shall have paid all Federal, State and local income, sales, use, franchise, real property and any and all other taxes or governmental charges required to be paid with respect to the business

conducted by it and its premises, except for the then current period which will be paid and filed within thirty (30) days following the closing date.

- D. There is no claim, legal action, suit, arbitration, government investigation or other legal or administrative proceeding or any order, decree, violation or judgment, in progress or pending, or to the best knowledge of the Seller, threatened against, or relating to, the business of the Seller or the Premises or the transactions contemplated by this Agreement, and the Seller neither knows nor has reason to be aware of any basis for the same.
- E. The Seller has the full legal right, power and authority to enter into this Agreement and to consummate all of the transactions contemplated by this Agreement, and this Agreement constitutes a valid and binding obligation upon it.
- F. Neither the execution of this Agreement by the Seller or performance of same in accordance with its terms constitutes a default under or a breach, or a violation of, or grounds for termination of, or any event which would with the lapse of time or notice and the lapse of time constitute a default under, a breach or violation of, or grounds for termination of any agreement, security agreement, lease, license, understanding agreement, law, order, judgment or decree to which is a party, or whereby either may be bound or affected

- G. Upon the closing, there shall be no judgments or decrees of any kind or description in any court of competent jurisdiction of record in the State of New York or in the United States against the Seller, nor shall any petition in bankruptcy or other insolvency proceedings have been filed against the Seller, nor shall the Seller have made any assignment for the benefit of creditors.
- H. That no warranties or representations other than those specifically set forth in this Agreement have been made by Buyer/Client; that Seller/Contractor has not relied on any representations or warranties, except those specifically set forth herein in deciding to enter into this agreement.

## **28. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents, warrants, covenants and agrees that:

- A. It is a corporation duly organized and existing under and by virtue of the laws of the State of New York with full power and authority to enter into and fulfill the terms and conditions of this Agreement and the lease Agreement for the business premises referred to herein.
- B. That no warranties or representations other than those specifically set forth in this Agreement have been made by Seller/Client; that Buyer/Contractor has not relied on any representations or warranties, except those specifically set forth herein in deciding to enter into this Agreement.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the date and year first set forth.

Reinig Court Reporting Inc.

By Marc C Remis  
Print Name Marc C Remis  
Date 2-17-17

Bee Reporting Agency Inc.

By Judith M. Rossi  
Print Name Judith M. Rossi  
Date 2/17/17  
Elizabeth Laike



**NEW YORK CITY HOUSING AUTHORITY**

90 CHURCH STREET • NEW YORK, NY 10007  
TEL: (212) 306 3000 • <http://nyc.gov.nycha>

**STANLEY BREZENOFF**  
INTERIM CHAIR & CHIEF EXECUTIVE OFFICER

**December 14, 2018**

**SENT VIA USPS GROUND # K2061943868**  
**RETURN RECEIPT REQUESTED**

**And by Fax/Electronic Mail**

Bee Reporting Agency, Inc.  
55 Maple avenue, Suite 204  
Rockville Center, NY 11570  
Telephone Number: 516-485-2222  
Fax Number: 516-374-8465  
e-mail: [MINDY@BEEREPORTING.COM](mailto:MINDY@BEEREPORTING.COM)  
Attention: Mindy Adler

**Re:** Extension (the "Extension") of the Contract 1435757 ("Contract") between the NEW YORK CITY HOUSING AUTHORITY ("NYCHA") and Bee Reporting Agency, Inc. for Stenographic Reporting Services.

Dear Sir/Madam:

This Extension, effective December 14, 2018 will serve to confirm NYCHA's exercise of its option to extend the Term of the Agreement for an additional period of one (1) year through 01/31/2020, pursuant to the renewal option of the Contract and upon the same terms and conditions set forth in the contract.

Please note that the required insurance coverage must be in force during the revised term of the contract, otherwise this extension will be invalid as per the Contract Terms and Conditions.

Very truly yours,

New York City Housing Authority

By:   
Name: Vito Mustaciuolo  
Title: General Manager

5/19/2021

Judith M Rossi  
Bee Reporting Agency Inc  
55 Maple Avenue, Suite 204  
Rockville Centre, New York

**Renewal Notice**  
Contract Number 310  
RE: Stenographic Reporting Services

Dear Judith M Rossi

I am writing to inform you that the above referenced contract ("the Agreement") will expire on 7/31/2021

To ensure continued coverage, we are exercising a 1 year renewal of the Agreement (the "Renewal Term"). The Renewal Term will begin on 8/1/2021 and end on 7/31/2022

This Renewal Term shall be governed by the specifications, pricing and terms and conditions set forth in the Agreement.

Acknowledge your acceptance of this renewal by signing this document in the space provided below and returning to this office.

Sincerely,

New York City Health and Hospitals  
Corporation

By: \_\_\_\_\_

Name: Paul A. Albertson

Title: Vice President

Date: \_\_\_\_\_

Bee Reporting Agency Inc

By: 

Name: Judith M. Rossi

Title: Co-President

Date: 5/24/21

**WILLIAM J. MULLER III**  
CLERK OF THE LEGISLATOR



PHONE: 516 571-4252  
FAX: 516 571-4217

**NASSAU COUNTY LEGISLATURE**  
1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

January 25, 2016

Bee Reporting Agency, Inc.  
Attn: Judith Rossi  
55 Maple Avenue, Suite 204  
Rockville Center, New York 11570

Re: Contract # 15000021 \$.01

Dear Ms. Rossi:

Enclosed please find a copy of an executed agreement concerning services rendered for Nassau County Office of County Attorney.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,

A handwritten signature in cursive script, reading "William J. Muller III".  
William J. Muller III  
Clerk of the Nassau County Legislature

WJM/bf



## 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: Judith M. Rossi  
Date of birth: 06/16/1962  
Home address: 3 East Blvd  
City: East Rockaway State/Province/Territory: NY Zip/Postal Code: 11518  
Country: US  
Business Address: 55 Maple Avenue, Suite 204  
City: Rockville Centre State/Province/Territory: NY Zip/Postal Code: 11570  
Country: US  
Telephone: 5165961109  
Other present address(es):  
City: East Rockaway State/Province/Territory: NY Zip/Postal Code: 11518  
Country: US  
Telephone: 5164852222

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	<u>01/30/2023</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES [X] NO [ ] If Yes, provide details.

50% equity interest.

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 notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

50% owner of Bee Reporting Agency, Inc.

50% owner of Reinig Reporting

2 File(s) uploaded: Reinig Corp. Resolution.pdf, judy bee stock.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Bee Reporting Agency, Inc. had been awarded the Nassau County Contract commencing 12/14/23 for stenographic services. RFP #AT0622-2339

Bee Reporting Agency has a contract with NYCHA for court reporting services

Bee Reporting Agency has a contract with NYCH+H for court reporting services

3 File(s) uploaded: 20240228\_COUNTY OF NASSAU OFFICE OF THE COUNTY ATTORNEY.pdf, NYC Health Hospital renewal.pdf, NYCHA.pdf

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

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

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

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

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

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

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

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period,

been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

Excel Reporting, Inc.

Name of submitting business

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

Judith M. Rossi JROSSI@EXCELCOURTREPORTERS.COM

Secretary

Title

02/28/2024 02:16:18 pm

Date

BRUCE A. BLAKEMAN  
County Executive



THOMAS A. ADAMS  
County Attorney

COUNTY OF NASSAU  
OFFICE OF THE COUNTY ATTORNEY

November 9, 2023

SENT VIA EMAIL AND REGULAR MAIL

Bee Reporting Agency, Inc.  
55 Maple Avenue, Suite 204  
Rockville Centre, NY 11570  
Attn: Judith Rossi

Re: Notice of Intent to Award  
RFP No. # AT0622-2339  
(Stenographic Court Reporting Services)

Dear Judith:

Nassau County is pleased to notify you that Bee Reporting Agency, Inc. has been selected to provide Nassau County stenographic court reporting services in accordance with the company's response to Nassau County's RFP No. #AT0622-2339. This letter serves as a notice of our intent to negotiate a contract with Bee Reporting Agency, Inc.

In accordance with the RFP, your company is deemed to be firmly committed to the terms, conditions and prices in its proposal as submitted. In accordance with section K of the RFP, the contract is subject to various governmental approvals, which may include, but not be limited to, the Office of the County Attorney, the County Legislature, the Nassau County Interim Finance Authority, the County Executive, and the Office of the County Comptroller.

Please note that a Notice of Intent to Award is not a contract between the County and your company. Your company will not acquire any legal or equitable rights with respect to a contract until a contract containing terms and conditions acceptable to the County is executed by Bee Reporting Agency, Inc. approved by the appropriate entities, and executed by the County.

We look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Mary J. Nori".

Mary J. Nori  
Assistant County Attorney, RFP Committee Chair  
Office of the Nassau County Attorney

### 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: 06/08/2023

1) Proposer's Legal Name: Excel Reporting, Inc.

2) Address of Place of Business: 55 Maple Avenue

City: Rockville Centre State/Province/  
Territory: NY Zip/Postal  
Code: 11570

Country: US

Address: 2042 N. Country Road, Suite 103

City: Wading River State/Province/  
Territory: NY Zip/Postal  
Code: 11792

Country: US

Start Date: 06/01/2019 End Date: 01/30/2023

3) Mailing Address (if different): not-applicable

City: \_\_\_\_\_ State/Province/  
Territory: NY Zip/Postal  
Code: \_\_\_\_\_

Country: US

Phone: \_\_\_\_\_

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

--

4) Dun and Bradstreet number: 804286565

5) Federal I.D. Number: 274635533

- 6) The proposer is a: Corporation (Describe) \_\_\_\_\_
- 7) Does this business share office space, staff, or equipment expenses with any other business?  
YES ☒ NO ☐ If yes, please provide details:  
Excel Reporting shares office space with Bee Reporting at 55 Maple Avenue, Suite 204, Rockville Centre, New York 11570  
Reinig Reporting shares office space with Bee Reporting at 55 Maple Avenue, Suite 204, Rockville Centre, New York 11570
- 8) Does this business control one or more other businesses?  
YES ☐ NO ☒ If yes, please provide details:  
\_\_\_\_\_
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES ☐ NO ☒ If yes, please provide details:  
\_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).  
\_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt?  
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets  
\_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  
\_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  
\_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:



a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

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

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

Should a conflict arise, we would notify the County and adhere to their guidelines.

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

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

YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

01/07/2011

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

Judith Rossi, 3 East Blvd., East Rockaway, NY 11518

Secretary - 50%

Ilizabeth Laike, 46 Bulaire Road, East Rockaway, NY 11518

President- 50%

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

Judith Rossi, 3 East Blvd., East Rockaway, NY 11518

Secretary - 50%

Ilizabeth Laike, 46 Bulaire Road, East Rockaway, NY 11518

President- 50%

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- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

3

- vi) Annual revenue of firm;

800000

- vii) Summary of relevant accomplishments

Excel Reporting was founded in 1990 as a partnership. In 2011 the partnership dissolved and incorporated and is

now an S Corp.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

33

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

Excel Reporting was founded in 1990 as a partnership. In 2011 the partnership dissolved and incorporated and is now an S Corp.

Excel Reporting has been providing stenographic services to the legal community for the past 33 years and has an excellent reputation in the industry regarding our excellent service and professional reporters.

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	Town of North Hempstead Town Attorney		
Contact Person	Gaitrie Persaud		
Address	230 Plandome Raod		
City	Manhasset	State/Province/Territory	NY
Country	US		
Telephone	(516) 869-7708		
Fax #	(516) 869-7605		
E-Mail Address	persaudg@northhempsteadny.gov		

Company	Cullen & Dykman		
Contact Person	Delia Cuomo		
Address	44 Wall Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 701-4138		
Fax #			
E-Mail Address	dcuomo@cullenllp.com		

Company	Town of Hempstead Board of Appeals		
Contact Person	Patrick Owens		
Address	1 Washington Street		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000		
Fax #			
E-Mail Address	powens@tohmail.org		

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

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

#### **CERTIFICATION**

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

Name of submitting business: Excel Reporting, Inc.

Electronically signed and certified at the date and time indicated by:  
Judith M. Rossi JROSSI@EXCELCOURTREPORTERS.COM

Secretary  
Title

02/28/2024  
Date

including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?  
YES ☐ NO ☒

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

3 East Blvd.

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

N/A

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

N/A

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

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

Electronically signed and certified at the date and time indicated by:  
Judith M. Rossi [JROSSI@EXCELCOURTREPORTERS.COM]

Dated: 02/28/2024 01:31:46 pm

Title: Secretary

**CORPORATE RESOLUTION OF  
EXCEL REPORTING INC.**

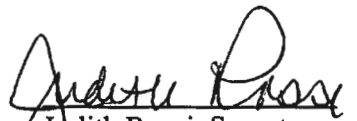
WHEREAS, Excel Reporting, Inc. (the "Corporation") affirmatively represents that all of the issued and outstanding shares of stock of the Corporation are presently in the name of and owned by Judith Rossi ("Rossi") and Ilizabeth Laike (Laike"), who acquired their stock from Martha Reina ("Reina") on January 30, 2023, and

WHEREAS, Upon her sale of her stock in the Corporation to Rossi and Laike, Reina resigned as an officer and director of the Corporation and Rossi and Laike were designated to take her place and become the sole shareholders, officers and directors of the Corporation; and

WHEREAS, commencing on January 30, 2023, all business of the Corporation is and will be managed and controlled by Rossi and Laike and such other officers, agents and employees they may designate,

NOW THEREFORE, IT IS RESOLVED, that Laike is appointed as President and Rossi is appointed as Secretary of the Corporation and that each of them is authorized and empowered to act on its behalf as its officers and to execute and deliver any and all documents and instruments necessary to manage and operate the Corporation's business.

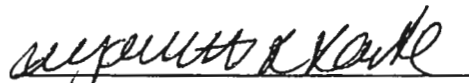
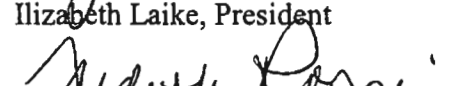
Dated: Rockville Centre, New York  
Effective Date: January 30, 2023

  
Judith Rossi, Secretary

**CERTIFICATION OF AND SHAREHOLDER'S CONSENT TO RESOLUTION**

We, Judith Rossi and Ilizabeth Laike, do hereby represent, warrant and certify that we are the sole officers, directors and shareholders of Excel Reporting, Inc. and that the foregoing resolution was duly adopted by Excel Reporting, Inc. and is in full force and effect.

Dated: Rockville Centre, New York  
Effective Date: January 30, 2023

  
Ilizabeth Laike, President  
  
Judith Rossi, Secretary

COUNTY OF NASSAU

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

1. Name of the Entity: judith m. rossi

Address: 3 East Blvd.

City: East Rockaway State/Province/Territory: NY Zip/Postal Code: 11518

Country: US

2. Entity's Vendor Identification Number: 274635533

3. Type of Business: Other (specify) S corporation

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):

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

If none, explain.

Judith M. Rossi, Secretary  
Elizabeth L. Laike, President

1 File(s) uploaded: 20230518\_CERTIFICATION OF AND SHAREHOLDER'S CONSENT TO RESOLUTIO.pdf

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees,

including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?  
YES [ ] NO [X]

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

3 East Blvd.

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

N/A

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

N/A

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

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

Electronically signed and certified at the date and time indicated by:  
Judith M. Rossi [JROSSI@EXCELCOURTREPORTERS.COM]

Dated: 02/28/2024 01:31:46 pm

Title: Secretary



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

**CORPORATE RESOLUTION OF  
EXCEL REPORTING INC.**

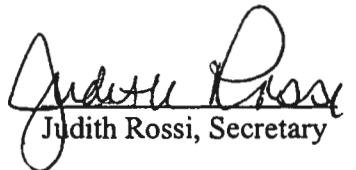
WHEREAS, Excel Reporting, Inc. (the "Corporation") affirmatively represents that all of the issued and outstanding shares of stock of the Corporation are presently in the name of and owned by Judith Rossi ("Rossi") and Ilizabeth Laike (Laike"), who acquired their stock from Martha Reina ("Reina") on January 30, 2023, and

WHEREAS, Upon her sale of her stock in the Corporation to Rossi and Laike, Reina resigned as an officer and director of the Corporation and Rossi and Laike were designated to take her place and become the sole shareholders, officers and directors of the Corporation; and

WHEREAS, commencing on January 30, 2023, all business of the Corporation is and will be managed and controlled by Rossi and Laike and such other officers, agents and employees they may designate,

NOW THEREFORE, IT IS RESOLVED, that Laike is appointed as President and Rossi is appointed as Secretary of the Corporation and that each of them is authorized and empowered to act on its behalf as its officers and to execute and deliver any and all documents and instruments necessary to manage and operate the Corporation's business.

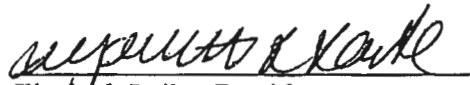
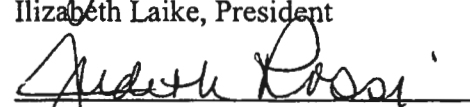
Dated: Rockville Centre, New York  
Effective Date: January 30, 2023

  
Judith Rossi, Secretary

**CERTIFICATION OF AND SHAREHOLDER'S CONSENT TO RESOLUTION**

We, Judith Rossi and Ilizabeth Laike, do hereby represent, warrant and certify that we are the sole officers, directors and shareholders of Excel Reporting, Inc. and that the foregoing resolution was duly adopted by Excel Reporting, Inc. and is in full force and effect.

Dated: Rockville Centre, New York  
Effective Date: January 30, 2023

  
Ilizabeth Laike, President  
  
Judith Rossi, Secretary

**CORPORATE RESOLUTION OF  
EXCEL REPORTING INC.**

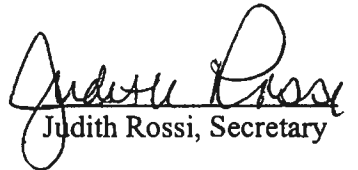
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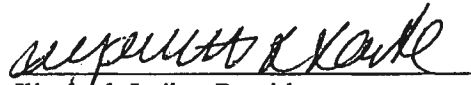
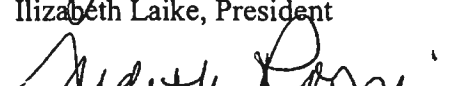
Dated: Rockville Centre, New York  
Effective Date: January 30, 2023

  
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Dated: Rockville Centre, New York  
Effective Date: January 30, 2023

  
Ilizabeth Laike, President  
  
Judith Rossi, Secretary



BEEREPO-01

WAYNE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
JPS Inc dba Remco Agency  
14 Front Street  
Suite 318  
Hempstead, NY 11550

## CONTACT

NAME:

PHONE  
(A/C, No, Ext): (516) 488-3040FAX  
(A/C, No): (516) 352-1492E-MAIL  
Address: Info@remcoagency.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Valley Forge Insurance Co

20508

INSURER B: Capitol Specialty Ins Corp.

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## INSURED

Excel Reporting Inc.  
55 Maple Ave Ste 204  
Rockville Centre, NY 11570

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6074594019	2/12/2023	2/12/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6074594019	2/12/2023	2/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liabil			SGC000091011	4/21/2023	4/21/2024	Errors & Omissions 1,000,000

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

Regarding contract number PW-B9000019S, project name Verbatim Recording & Transcription Services-Nassau County Planning Commission-Dept. of Public Works. Nassau County Planning Commission is an additional insured.

## CERTIFICATE HOLDER

Nassau County Planning Commission  
Dept. of Public Works  
1 West Street  
Mineola, NY 11501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



EXCEREP-01

WAYNE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JPS Inc dba Remco Agency 14 Front Street Suite 318 Hempstead, NY 11550	CONTACT NAME:		
	PHONE (A/C, No, Ext): (516) 488-3040	FAX (A/C, No): (516) 352-1492	
INSURED  Excel Reporting Inc 55 Maple Ave Rockville Centre, NY 11570	E-MAIL ADDRESS: Info@remcoagency.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Insurance		30147
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			12WECAY8M4X	7/14/2023	7/14/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Regarding contract number PW-B9000019S and the project name is Verbatim Recording & Transcription Services-Nassau County Planning Commission-Dept. of Public Works.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County Planning Commission Dept of Public Works 1 West Street Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

STATE OF NEW YORK WORKERS' COMPENSATION BOARD  
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW  
CERTIFICATE/CANCELLATION OF INSURANCE



Filed on behalf of Employer in compliance with Article 9 of the Workers' Compensation Law

☒ Initial ☐ Cancellation ☐ Reinstatement ☐ Supersedes Transaction Effective Date: 09/28/2023

**A. INSURER**

1. INSURER NAME Shelterpoint Life Insurance Company		2. INSURER CODE B069508	3. INSURER PHONE # (516) 829-8100
4. CONTACT NAME Customer Service Department	5. TITLE Customer Service Representative		6. DATE 09/28/2023

**B. CURRENT EMPLOYER INFORMATION**

7. WCB EMPLOYER NUMBER	8. NYS UIER NUMBER	9. EMPLOYER FEIN 274635533
10. EMPLOYER'S LEGAL NAME, INCLUDING (DBA/KA/TA) EXCEL REPORTING INC.		13. LEGAL STATUS (SEE BACK OF FORM) 03
11. EMPLOYER STREET ADDRESS 55 MAPLE AVE STE 204		14. NUMBER (#) OF EMPLOYEES 1
12. EMPLOYER CITY, STATE and ZIP CODE ROCKVILLE CENTRE, NY 11570		15. EMPLOYER PHONE # ---

**C. POLICY \* If policyholder is an Association, Union or Trustee for which Form DB-820.3 is filed, do not complete item 18.**

16. POLICY NUMBER DBL701878	17. POLICY EFFECTIVE DATE 09/28/2023	18. POLICY FORM NUMBER * SPL DBL1114
19. WCB PLAN NUMBER (Only for Association, Union or Trustee with Form DB-801 on file.) --		20. PREMIUM AMOUNT \$ 0.00

**D. REASONS FOR CANCELLATION**

<input type="checkbox"/> Non-Payment of Premium	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Not Subject/No Eligible Employees Date: _____	
<input type="checkbox"/> Out of Business Date: _____	
<input type="checkbox"/> Seasonal Date: _____	DATE CANCELLATION OR TERMINATION SENT TO EMPLOYER: _____

**E. Complete if SUPERSEDES box is checked at top of form**

21. EMPLOYER'S LEGAL NAME, INCLUDING (DBA/KA/TA)	
22. EMPLOYER'S STREET ADDRESS	
23. CITY, STATE and ZIP CODE	
24. EMPLOYER FEIN	25. POLICY EFFECTIVE DATE
26. POLICY NUMBER	

**F. POLICYHOLDER if different from Employer**

27. POLICYHOLDER NAME
28. POLICYHOLDER ADDRESS
29. CITY, STATE and ZIP CODE
30. POLICYHOLDER FEIN

**G. 1. The policy covers Employer's employees as follows:**

a. The policy provides coverage for: <input checked="" type="checkbox"/> Both disability and paid family leave benefits <input type="checkbox"/> Disability benefits only <input type="checkbox"/> Paid family leave benefits only	b. The policy covers the following class or classes of employees: <input checked="" type="checkbox"/> All employees <input type="checkbox"/> Only the class or classes of employees listed here: _____ _____
2. The employee contributions required and benefits insured are: <input checked="" type="checkbox"/> The same in all respects as under Section 204 and not in excess of those authorized under Section 209. <input type="checkbox"/> As described in attached supplement, Form DB-820.1 <input type="checkbox"/> As described in Employer's Application for Acceptance of a Plan, Form DB-800, filed with and accepted by the Chair. <input type="checkbox"/> As described in Certificate of Insurance, Form DB-820.3, filed on behalf of the Association, Union or Trustees (policyholders) on _____ or amended Form DB-820.3 filed thereafter.	

To be filed by Insurance Carrier on behalf of Employer to provide, through insurance, exactly statutory benefits, (Section 204),  
OR benefits under a plan accepted by the Chair.

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Department of Consumer Affairs, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department") and (ii) Excel Reporting, Inc., having its principal office at 56 Prospect Avenue, East Rockaway, New York 11518 (the "Contractor").

### W I T N E S S E T H:

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

WHEREAS, the Contractor desires 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;

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

1. Term. This Agreement shall commence on the date of execution and terminate one year later, with the option to renew for four (4) additional one (1) year terms, for a possible term of five (5) years, unless sooner terminated in accordance with the provisions of this Agreement. The decision to renew the contract will be at the sole discretion of the County and shall be deemed automatically exercised unless the County provides written notice that it does not intend to exercise the renewal term at least ninety (90) days prior to the expiration date of the original term or renewal term of this Agreement.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of stenography services on an as-needed basis (the "Services").

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of TenThousand Dollars (\$10,000.00) (the "Maximum Amount"), which shall be payable as follows: TwoHundredFifty Dollars (\$250.00) per day of hearings. The hearing schedule will be set by the Department at a rate of approximately three (3) days of hearings per month, or as necessary in the Department's sole discretion. The Maximum Amount includes all expenses related to the rendering of Services, including travel time and preparation time.

If requested, transcripts shall be payable in accordance with the fee schedule attached hereto and incorporated herein as Appendix A. The rates are inclusive of all expenses and all other costs incidental to services to be provided by Contractor under this Agreement.

(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, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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



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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the 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.

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

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

(f) Protection of Client Information. The Contractor shall, and shall cause Contractor's agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement, and shall maintain the confidentiality of all such information.

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 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 limit liability of not less than One Million Dollars (\$1,000,000.00) per claim (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. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of OneHundredSixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. 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, third party approvals and other governmental 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.

21. Rights to Work. Upon execution of this Agreement, any reporters, documents, data and/or any other material compiled or produced pursuant to this Agreement, and any and all drafts

and/or other preliminary materials, in any format, to such items shall become the exclusive property of the County

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

EXCEL REPORTING, INC.

By: Martha J. Reina  
Name: Martha J. Reina  
Title: President  
Date: 1-18-19

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 18 day of January in the year 2019 before me personally came Martha J. Reina to me personally known who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Excel Reporting, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Dean M Zweicke  
NOTARY PUBLIC

DEANNA M. LYNCH  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 012W6027681  
Qualified in Orleans County  
Commission Expires 07/13/19

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ 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 the 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



## **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 the Contractor is:

Martha J. Reina (Name)

56 Prospect Ave, E. Ruckaway, NY 11518 (Address)

516-596-1109 (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 \_\_\_\_\_ ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

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

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.

1-18-19  
Dated

Martha J. Reina  
Signature of Chief Executive Officer

Martha J. Reina  
Name of Chief Executive Officer

Sworn to before me this

18 day of January, 2019.  
Deanna M. Zwerke  
Notary Public

DEANNA M. ZWERKE  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 012W6027601  
Qualified in Westchester County  
Commission Expires 07/13/19

**APPENDIX A  
COST PROPOSAL**

TASK	BILLING RATE
Attendance at Administrative Hearing (full day)	18250.00 (daily rate)
Transcript (Original page and two copies)	3.00 (per page)
Additional Copies	1.50
Transcript Sent Via E-Mail	Free with hard copy / 1.50 / page otherwise
Cost per Compact Disc or Flash Drive	2.00 CD / 1.00 Flash Drive
Word Index	2.00 / page
Certified Copy	2.00
Audio Transcription Fee (transcribing a taped recording to transcript)	12.15 / page



## **AMENDMENT NO. 1**

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Consumer Affairs, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Excel Reporting, Inc., having its principal office at 56 Prospect Avenue, East Rockaway, NY 11518 (the "Contractor").

### **WITNESSETH:**

WHEREAS, pursuant to County contract number CQCA19000002 between the County and the Contractor (the "Original Agreement"), the Contractor provides Administrative Hearing Transcription Services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from May 23, 2019 until May 22, 2020, with four (4) additional one (1) year renewals that are deemed automatically exercised unless the County provides written notice that it does not intend to exercise the renewal term at least ninety (90) days prior to the expiration date of the term or renewal term of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor as full consideration for the Contractor's Services under the Original Agreement, was Ten Thousand Dollars (\$10,000.00) per year under the Original Agreement, for a total of Fifty Thousand Dollars (\$50,000.00) if all renewals are exercised (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be increased by Five Thousand Dollars (\$5,000.00) for each renewal year, effective beginning the first renewal year on May 23, 2020 and each renewal year thereafter, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement for each renewal year shall be Fifteen Thousand Dollars (\$15,000.00), and if all renewals are exercised, the total maximum amount shall be Seventy Thousand Dollars (\$70,000.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Amended Maximum Amount throughout the term of this Amended Agreement. The Contractor further acknowledges that the initial encumbrance under this Amendment shall be Fifteen Thousand Dollars (\$15,000.00). Thereafter, the Department will notify the Contractor of the availability of

additional monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

[Remainder of Page Intentionally Left Blank.]

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

EXCEL REPORTING, INC.

By: Martha Reina  
Name: Martha Reina  
Title: President  
Date: 6-2-20

NASSAU COUNTY

By: Mike Sinterino  
Name: Mike Sinterino  
Title: County Executive  
☒ Deputy County Executive  
Date: 9/16/2020

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 2 day of June in the year 2020 before me personally came Martha Reina to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alaska; that he or she is the President of Excel Recreation, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Dear Marie (Brien

DAWN MARIE O'BRIEN  
Notary Public, State of New York  
Reg. No. 020 6385912  
Qualified in Nassau County  
Commission Expires January 14, 2023

STATE OF NEW YORK)

**)ss.:**

COUNTY OF NASSAU )

On the 16 day of September in the year 2020 before me personally came Mike Santeramo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

